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

Sue Lisio, *Chairman* | Cindy King, *Vice-Chairman* | Wayne Miller, *Clerk*

James M. Kreidler, Jr., *Town Administrator* | (978) 597-1701

MEETING MINUTES FOR SEPTEMBER 11, 2018 - 6:00 P.M.
SELECTMEN'S CHAMBERS, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES – VOTES MAY BE TAKEN:

1.1 The meeting is called at 6:00P.M.
Roll call vote taken showed 2 members present: Chairman Sue Lisio (SL), Clerk Wayne Miller (WM) and absent Vice-Chairman Cindy King (CK).

1.2 Pledge of Allegiance.
1.2.1 Moment of Remembrance
SL asked for a moment of silence in recognition of September 11th and for the loss of innocence on that tragic day.

1.3 SL announce that the meeting is being tape recorded.

1.4 SL moved to add 6.2.2 to announce when Town Counsel interviews will be held.

1.5 Public Comment Period
Lauri Shifrin, Townsend Housing Authority member inquired as to status of her legal opinion.

II: EXECUTIVE SESSION – VOTES MAY BE TAKEN:

WM moved to enter from regular session to 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 for AFSCME Supervisory Union Lieutenant and AFSCME Police Union Grievance and 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: review of existing School Resource Officer MOU and contract with Town Administrator and pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares. RE: Fire Union, Police Union, Supervisory Union, Clerical Union and Highway-Water Union. SL seconded. SL stated the Board will come back into open session. Roll call vote: SL (YES) and WM (YES).

SL called the meeting back to order at 7:22P.M.
SL informed the public, the executive session items for 2.2 & 2.3 will be tabled to a future meeting.

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

3.1 WM moved to appoint Kym Craven to the Townsend Emergency Management Association (TEMA) for a term effective September 11, 2018 to June 30, 2021. SL seconded. Unanimous vote.

3.2 WM moved to appoint Barbara A. Bourdon to the Townsend Emergency Management Association (TEMA) for a term effective September 11, 2018 to June 30, 2021. SL seconded. Unanimous vote.

3.3 WM moved to appoint Sean Pearson to the Zoning Board of Appeals as an Associate Member for a term effective September 11, 2018 to June 30, 2019. SL seconded. Unanimous vote.

3.4 WM moved to appoint David Funaiole to the Zoning Board of Appeals as an Associate Member for a term effective September 11, 2018 to June 30, 2019. SL seconded. Unanimous vote.

3.5 WM moved to appoint David Hargraves to the Townsend Fire-EMS Association as a per diem paramedic for a term effective September 11, 2018 to June 30, 2019 contingent upon the passing of medical exam and CORI check with a one-year probationary period. SL seconded. Unanimous vote.

3.6 WM moved to appoint John Johnson as a Reserve Officer for the Townsend Police Department for a term effective September 11, 2018 to June 30, 2019. SL seconded. Unanimous vote.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

4.1 Review/Accept a grant in the amount of $7,800.00 through the Sustainable Materials Recovery Program.

The Board reviewed the documentation regarding the grant (please see attached) SL confirmed the grant was under the control of the Board of Health.

WM moved to accept a grant in the amount of $7,800.00 through the Sustainable Materials Recovery Program.

4.2 Review/Discuss Policy 4-2018 CORI Policy, First Reading.
The Board reviewed the draft policy (please see attached). WM moved to accept the first reading of the CORI policy. SL seconded. Unanimous vote. The Board agreed to address the second reading at the September 18, 2018 meeting.

4.3 Review/Discuss/Vote to authorize Cemetery and Parks Superintendent as the administrative and signatory agent for the purpose of the $7,100.00 state appropriation for the Veterans marker.

Town Administrator, James Kreidler explained to the Board; the request and associated paperwork was made by the Cemetery & Parks Department and this office did not have any of the paperwork or details regarding the project. Mr. Kreidler requested the Board authorize the Cemetery & Parks Superintendent to be the project coordinator and responsible for all associated documentation and reporting. SL stated she would like a brief summary of what the project entails.

WM moved to authorize the Cemetery & Parks Superintendent as the administrative and signatory agent for the purpose of the $7,100.00 state appropriation for the Veterans Marker. SL seconded. Unanimous vote.

4.4 WM moved to sign the proclamation for Keith Jackson. SL seconded. Unanimous vote.

4.5 Review/Approve a contract for Engineering Services with Tighe & Bond in the amount of $26,600.00 for the Water Main replacement on Meadow Road.

Water Superintendent, Paul Rafuse clarified the dollar amount is $26,600.00 as stated in the contract.

WM moved to approve a contract for Engineering Services with Tighe & Bond in the amount of $26,600.00 for the Water Main replacement on Meadow Road. SL seconded. Unanimous vote.

4.6 Discussion RE: Water flow and fire suppression sufficiency in Harbor area of town.

Water Superintendent, Paul Rafuse explained the cause of the water flow issue for the Harbor area, relaying the issue is being chlorinated due to the bacteria hits at the reconnection site. Mr. Kreidler informed the Board the Fire Chief had voiced concerns as he was not informed of the issue and it could have an effect on the Harbor Mall and Schools. Mr. Kreidler informed the Board the Fire Chief did contact the Fire Marshall's office regarding the concern and the Department does have area towns and personnel informed and on standby should any problem occur. Mr. Rafuse gave the Board correspondence related to the issue (please see attached) and began to voice his concerns with the Fire Chief. Mr. Kreidler informed the Board that would be a personnel matter and should be discussed in open session.

4.7 Discussion of Pending Legal Opinion requested by the Chair regarding:
1. Who is the ultimate appointing authority for Town employee positions that fall under the responsibility of the Elected Board of Selectmen?

2. If a new town employee job/title is created (such as Records Clerk at the Police Department as discussed at our last meeting), who has the authority to make the appointment?
3. Does the Board of Selectmen have veto power over appointment recommendations?
4. What are the requirements for internal vs external postings for non-union personnel?
5. Is it within the authority of Board of Selectmen to direct the Town Administrator to post a position both internally and externally and to evaluate the entire pool of candidates?
6. Is it within the authority of Board of Selectmen to direct the Town Administrator to share cover letters, resumes including work history and education, references, and in the case of internal candidates, personnel performance evaluations and educational background of job finalists with the Board?

SL stated the legal opinions received were not definitive or specific enough for her so she wanted to inform the Board she asked for a new one and above are the questions asked.

V. **OLD BUSINESS** – VOTES MAY BE TAKEN:

5.1 Authorize the Town Administrator to sign the Community Development Block Grant Contract and to solicit and contract for grant administration services.

Mr. Kreidler informed the Board; MRPC applied on behalf of Townsend for a CDBG and the town was awarded the contract. Mr. Kreidler informed the Board after contact with DHCD he now has to find an Administrative Agency for the grant has MRPC is no longer able to perform those services. Mr. Kreidler asked the Board for authorization to solicit planning agencies for administration of the grant.

WM moved to authorize the Town Administrator to sign the Community Development Block Grant Contract and to solicit and contract for grant administration services. SL seconded. Unanimous vote.

VI. WORK SESSION – VOTES MAY BE TAKEN:

6.1 Town Administrator updates and report

Mr. Kreidler read his report to the Board as attached addressing all agenda items 6.1.1-6.1.10.

Personnel Updates

6.1.1 Sgt. John Johnson (ret.) schedule before the Board for appreciation

SL relayed she would like to schedule sometime in October.

6.1.2 Employee Compensatory Time Discussion

6.1.3 Update regarding Interim Treasurer/Collector Services.

WM moved the Board of Selectmen approve the submittal proposal for Interim Tax Collector/Treasurer Services. SL seconded. Unanimous vote.

6.1.4 Request approval for attendance at a course at the Columbia University Business School-Executive Education Program per the terms of the contract between the Town and me, specifically providing"...tuition for one college level course per semester at a college of the TOWN ADMINISTRATOR'S choice, subject to the prior approval of the TOWN..."

WM approved per Mr. Kreidler's contract the request to attend and take the course. SL seconded. Unanimous vote. Resident Laura Shifrin inquired as to the cost and reimbursement.

6.1.5 School Resource Officer Update.

Financial Updates

6.1.6 Boiler replacement at Varnum Brook and Hawthorn Brook within the funding of the Accelerated Repair Projects

6.1.7 Letter to Governor Baker RE: Requested release of bond authorization for the Town Common sidewalks.

WM moved to approve the draft letter to Governor Baker and sign out of session. SL seconded. Unanimous vote.

6.1.8 Assessors Office Veterans Exemption- discussion regarding two veterans who were not provided their exemptions in spite of having appropriately filed.

Miscellaneous Updates

6.1.9 Draft policy making the Town website the official posting location for town notices requiring legal posting.

6.1.10 Update RE: question about posting lawsuit documents on the town website.

The Board reviewed the legal opinion (please see attached). The Board agreed to review any documents to be uploaded prior to being placed on the website.

6.2 Board of Selectmen announcements, updates, and reports.

Selectman King: Opiate crisis in Townsend and Recovery Month
Suicide Awareness Week
Veteran Benefits

Selectmen King's updates were tabled to a future meeting.

6.3 Clerk of the Board announcements for events

WM read two announcements – see attached. One for a Arts & Crafts fair and the other for the POW MIA ceremony both on the Town Common.

6.4 Board Correspondence. None.

6.5 Approval of meeting minutes for August 21, 2018. SL moved to table the meeting minutes for August 21, 2018.

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

VII. ADJOURNMENT:

WM moved to adjourn the meeting at 8:35P.M. SL Seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of September 11, 2018, by the Board of Selectmen this 2nd *day of* October, *2018.*

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

RECEIVED
AUG 24 2018
BOARD OF SELECTMEN

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

August 21, 2018

Dear Mr. James M. Kreidler, Jr.,

Congratulations! I am pleased to notify you that the Town of Townsend has been awarded a Recycling Dividends Program grant of $7,800 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at 617-348-4004 if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

August 21, 2018

Mr. James M. Kreidler, Jr.
Town Administrator
Town of Townsend
272 Main Street
Townsend, MA 01469

Dear Mr. Kreidler, Jr.,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Townsend Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Townsend has earned 13 points and will receive $7,800.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Janine Bishop at 617-348-4004.

Please note that awards for other SMRP grant categories (Mattress Recycling Incentive, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance and Waste Reduction Projects) will be announced separately.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg
Commissioner

cc: Carla Hitzenbuhler, Administrative Assistant, BOH

This information is available in alternate format. Call Michelle Waters-Ekanem, Diversity Director, at 617-292-5751. TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an individual currently holding one of the Titles listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract. A new Authorized Signatory Listing form IS NOT REQUIRED.

The signed original RDP Contract must be returned to the address listed below ***no later than January 15, 2019 or funds will be forfeited.***

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. See the 2018 Grant Guidance, for a list of approved expense categories, and Section 9 for record keeping requirements.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact Dawn Quirk with any questions: 617-292-5557 or Dawn.Quirk@state.ma.us

Return completed documents to: Dawn Quirk, MassDEP, Consumer Programs, One Winter Street, 7th Floor, Boston, MA 02108

Office of the
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272 Main Street Townsend, Massachusetts 01469

Sue Lisio, *Chairman* | Cindy King, Vice-Chairman | Wayne Miller, Clerk

James M. Kreidler, Jr.,
Town Administrator

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

POLICY #5-2018

BOARD OF SELECTMEN

Purpose: To be in compliance with MGL Chapter 6, Section 172

Policy: Criminal Offender Record Information (CORI) Policy

This Criminal Offender Record Information (CORI) Policy is intended to allow the Town of Townsend to fulfill its due diligence obligation and to minimize the Town's liability exposure from actions by its employees, representatives, and agents. As such, this policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers, interns, and professional licensing applicants.

Where CORI may be part of a general background check for employment, volunteer work, internships, licensing, or sub-contracted work the following practices and procedures will be followed.

The Town Administrator and/or his/her Executive Assistant are responsible to ensure that the Town is complying with CORI regulations as defined in Chapter 256 of the Acts of 2010 and MGL Chapter 6, Section 172.

1. CONDUCTING CORI SCREENINGS:
   All CORI obtained from the Massachusetts Department of Criminal Justice Information System (DCJIS) shall remain **CONFIDENTIAL**, and CORI may only be disclosed to those individuals who have a "need to know" the information in order to fulfill their duties. This may include hiring managers, staff submitting the CORI requests, and staff charged with processing applications. However, every effort will be made to limit the number of individuals authorized to access or receive CORI. The Employer must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

2. ACCESS TO CORI:
All CORI obtained from DCJIS is **CONFIDENTIAL** and access to the information must be limited to those individuals who are authorized by the State of Massachusetts and DCJIS.

3. CORI TRAINING:
An informed review of a criminal record requires training. According, all personnel authorized in the town of Townsend to conduct criminal history background checks, review CORI information, or have any access to CORI information will review and be familiar with the educational and relevant training materials regarding CORI laws and regulations made available by DCJIS.

4. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING:
CORI used for employment purposes shall be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify and applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and applicable law or regulations.

5. VERIFYING A SUBJECT'S IDENTITY:
If a criminal record is received by DCJIS, the information is to be closely compared with the information on the CORI acknowledgement form and any other identifying information provided by the applicant to ensure the records belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by the individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

6. INQUIRING ABOUT CRIMINAL HISTORY:
In connection with any decision regarding employment, volunteer opportunities, or professional licensing, the subject shall be provided with a copy of the criminal history record if requested and prior to questioning the subject about his/her criminal history.

7. DETERMINING SUITABILITY:
If a determination is made, based on the information as provided in Section 5 of this policy, and the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position, licenses or

contracting work will be made. Unless otherwise provided by law, factors considered in determining suitability may include but are limited to the following:

A. Relevance of the record to the position sought;
B. The nature of the work to be performed;
C. Time since conviction;
D. Age of the candidate at the time of the offense;
E. Seriousness and specific circumstances of the offense;
F. Number of offenses;
G. Consideration of any pending charges;
H. Any relevant information, including information submitted by the candidate or requested by the organization. The applicant is to be notified of the decision and the basis for it in a timely manner.

8. ADVERSE DECISIONS BASED ON CORI

If an authorized official is inclined to make an adverse decision based on the results of the criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the CORI policy and a copy of the criminal history. The subject will then be provided with an opportunity to dispute the accurate of the CORI record. Subjects shall also be provided a copy of the DCJIS' *Information Concerning the Process for Correcting a Criminal Record.*

All CORI information, including CORI Acknowledgment Forms and copies of government- issued identification, will be maintained in a secure fashion. This means that hard copies will be stored in a separate, locked, location; electronically-stored CORI will be password protected and encrypted. CORI and CORI Acknowledgment Forms shall be destroyed within seven years from the date of hire or date of entrance into volunteer service. Destruction shall occur by shredding or other similar means (hard copies), prior to disposal. Electronically-stored CORI shall be deleted from all hard drives on which they are stored and from any system used to back up the information. Appropriate measures shall be taken to "clean" any computer used to store CORI, prior to disposal or repurposing of such a computer.

9. SECONDARY DISSEMINATION LOGS:

All CORI obtained from the DCJIS is **CONFIDENTIAL** and can only be disseminated as authorized by law and regulation. A central "secondary dissemination log" shall be used to record *any* dissemination of CORI outside this organization, including dissemination at the request of the subject. That log must contain the following information: 1) the applicant/subject's name; 2) the applicant/subject's date of birth; 3) the date and time of dissemination; 4) the name of the person to whom the CORI was disseminated, including the name of the organization for whom the person works (if applicable); and 5) the specific reason for the dissemination. These logs must be maintained for at least one year from the date of dissemination; they may be

maintained electronically or on paper in the same secure manner as other CORI information; and are subject to audit by DCJIS.

ADOPTED BY THE BOARD OF SELECTMEN ON _____, 2018.

_____
Sue Lisio, Chairman

_____
Cindy King, Vice-Chair

_____
Wayne Miller, Clerk

Criminal Offender Record Information

(CORI) Acknowledgment Form

The town of Townsend is registered under the provisions of MGL to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, or current licensees.

As a prospective or current employee, subcontractor, volunteers, license applicant, or current licensee, I understand that a CORI check will be submitted with my personal information to DCJIS. I hereby acknowledge and provide permission to the town of Townsend to submit a CORI check for my information to DCJIS. The authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the town of Townsend with written notice of my intent to withdraw consent to a CORI check.

I also understand, that the town of Townsend may conduct subsequent CORI checks within one year of the date this form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on page 2 of this acknowledgment form is true and accurate.

_____ _____

Signature of CORI subject Date

If the employee, subcontractor, volunteer, license applicant or current licensee is under the age of eighteen, permission must also be sought by the parent and/or guardian.

_____ _____

Parent/Guardian Date

APPLICANT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.

First Name:	Last Name:	Middle Name:	Suffix:
Former Last Name #1:		Former Last Name #2:	
Former Last Name #3:		Former Last Name #4:	
Date of Birth (MM/DD/YYYY)	Place of Birth:	Last SIX (6) digits of your SSN:	
Gender (M or F)	Height (feet, inches)	Eye Color	Race
Driver's License # or ID #		State of Issuance	
Father's Full Name:		Mother's Full Name:	

CURRENT ADDRESS

Street:	City/Town:	State:	Zip:

Carolyn Smart

From: David C. Jenkins <DJenkins@k-plaw.com>
Sent: Tuesday, August 28, 2018 2:40 PM
To: csmart@townsend.ma.us
Subject: FW: CORI policy
Attachments: CORI Policy.doc; KP-#525927-v1-MER_-_CORI_adverse_notification_letter.DOCX

Carolyn:

Your daft looked good. I made just a couple of editorial changes and added some language from our sample policy. I have also attached the draft of the notification letter we use. Let me know if you need anything more or if you need to discuss.

Take care.

David

David C. Jenkins, Esq.
KP | LAW
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F: (617) 654 1735
C: (617) 257 9584
djenkins@k-plaw.com
www.k-plaw.com

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From: Carolyn Smart [mailto:csmart@townsend.ma.us]
Sent: Tuesday, August 28, 2018 11:16 AM
To: David C. Jenkins <DJenkins@k-plaw.com>
Subject: CORI policy

Good Morning David: The town did not have a CORI policy, so I drafted one (see attached). Ms. Lisio wanted to be sure you reviewed it.

I updated the request form as well. (also attached).

I have this on the Sept 11th agenda for review.

Thank you

Carolyn Smart
Executive Assistant

272 Main Street, Townsend, MA 01474
(978) 597-1700 ext 1719
csmart@townsend.ma.us
www.townsend.ma.us

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: Town of Townsend (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME:** Department of Veterans' Services **MMARS Department Code:** VET
Legal Address: (W-9, W-4,T&C) 272 Main Street Townsend MA 01469	**Business Mailing Address:** 600 Washington St. 7TH Floor Boston MA 02111
Contract Manager: James Kreidler	**Billing Address (if different):**
E-Mail: JKreidler@Townsend.ma.us	**Contract Manager:** David Moore
Phone: 978-597-1700 **Fax:**	**E-Mail:** David.Moore@massmail.state.ma.us
Contractor Vendor Code: VC6000192009	**Phone:** 617-210-5906 **Fax:** 617-210-5755
Vendor Code Address ID (e.g. "AD001"): AD 001 . (Note: The Address Id Must be set up for EFT payments.)	**MMARS Doc ID(s):** CT VET 19TOWNOFTOWNSEND0000 **RFR/Procurement or Other ID Number:** Earmark – 1410-1616

___ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_X_ **Legislative/Legal or Other**: (Attach authorizing language/justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date** ***Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

__ **Amendment to Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

_X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_X_ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $ 7,100 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle _x_ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
For a monument to honor Veterans in the town of Townsend

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__3. were incurred as of __07/01____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of __06/30, 20 19 __, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Dianne Handrahan .
Print Title: Chief Financial Officer .

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable**. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

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

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

MMARS DOCUMENT ID:

Issued 2004

COMMONWEALTH OF MASSACHUSETTS SETTLEMENT AND RELEASE

[THE VENDOR/CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→VENDOR/CONTRACTOR NAME:	DEPARTMENT NAME: **Department Of Veterans Services**
→CONTACT:	CONTACT: **DAVID MOORE**
→PHONE: →FAX: →E-MAIL:	PHONE: **617-210-5906** FAX: **617-210-5755** E-MAIL: **DAVID.MOORE@MASSMAIL.STATE.MA.US**
→LEGAL ADDRESS: AS LISTED ON IRS W-9)	LEGAL ADDRESS: **600 WASHINGTON STREET, 7TH FLOOR BOSTON, MA 02111**

The Vendor/Contractor and Department have reached agreement that performance was made by the Vendor/Contractor to or on behalf of the Department and the performance was accepted without benefit of a Contract. The performance included the following goods or services (describe in detail what was performed. Attach additional supporting documentation.):

The claimed performance was made and accepted by the Department on the following dates (identify either specific dates if available or a range of dates of performance. Attach supporting documentation.):

The Department and the Vendor/Contractor have agreed that the total value of the performance to be compensated under this settlement agreement and release is: $

In consideration of the settlement amount paid by the Commonwealth of Massachusetts, acting by and through the Department, the Vendor/Contractor's authorized legal representative being of lawful age and having the authority to execute this Settlement Agreement and Release hereby releases, acquits and discharges the Commonwealth of Massachusetts, the Department and its officers and employees from any and all claims and demands of whatever nature arising out of the claimed performance and circumstances.

→AUTHORIZED SIGNATORY FOR VENDOR/CONTRACTOR: →X:_____ **(Signature)** →DATE:_____ **(Date must be handwritten at time of signature)** →NAME: →TITLE:	AUTHORIZED SIGNATORY FOR DEPARTMENT: X: _____ **(Signature)** DATE: _____ **(Date must be handwritten at time of signature)** NAME: TITLE:

Departments are required to comply with the Office of the Comptroller Contracts Policy "**Contracts – Amendments, Suspensions and Terminations**" policy when using this form. The record copy of this Settlement and Release must be attached to the record copy of any related contract, or if there was no contract, to the relevant supporting documentation related to this settlement and release for records management and auditing purposes.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date:
Signature

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X_____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

Massachusetts Department of Veterans' Services
Fiscal Year 2018 Program Budget and Invoice

Provider Name					
Category	**Description**	**Projected Costs**	**Balance to date**	**Invoice Amount**	**Remaining Balance**
Personnel Costs					
Salaries					0
Travel					0
Training for staff					0
Fringe/Payroll Tax					0
Subtotal Personnel		0	0	0	0
Administrative					
Supplies/materials					0
Office Machinery					0
Printing					0
Advertising					0
Subtotal Admin		0	0	0	0
Facilities					
Rent					0
Maintenance					0
Utilities					0
Subtotal Facilities		0	0	0	0
Programmatic Costs					
					0
					0
Subtotal Program Costs		0	0	0	0
Contracted Services					
					0
					0
					0
					0
Subtotal Contracts		0	0	0	0
TOTAL BUDGET		0	0	0	0

DEPARTMENT OF VETERANS' SERVICES: MONTHLY EXPENDITURE REPORT
DIRECT CARE / ADMIN STAFF
PERSONNEL SUMMARY

Contract:
Month:

UFR#	Title	Name	Gross Pay Reimbursable Under This Contract Annually
	Personnel		
	Other Direct Care / Prog Supt		
			*Total:

* This total should be equal to **SUB-TOTAL-STAFF (Column C)** on the first page of the Monthly Expenditure Report

410	Agency Administration (List Personnel Only)		

Carolyn Smart

From: Jim Kreidler <jkreidler@townsend.ma.us>
Sent: Tuesday, September 04, 2018 1:13 PM
To: csmart@townsend.ma.us
Subject: Fwd: Veterans Monument Earmark
Attachments: FY19Townoftownsend.doc; Untitled attachment 00067.html; Copy of Program Budget and Invoice.xlsx; Untitled attachment 00070.html; ContractorAuthorized SigListing.doc; Untitled attachment 00073.html; settlement-and-release.doc; Untitled attachment 00076.html; PersonnelSummary.xls; Untitled attachment 00079.html

Sent from Jim's iPhone

Begin forwarded message:

From: "Moore, David S (VET)" <david.s.moore@state.ma.us>
Date: August 31, 2018 at 2:42:35 PM EDT
To: jkreidler <jkreidler@townsend.ma.us>
Subject: Veterans Monument Earmark

Hi Jim,

Attached is the Fiscal Year 2019 contract package. Please review and sign all required documents with a current date.

The attached Program Budget form should be used to itemize projected costs for FY2019. Please complete this form and return it with the attached contract. Earmark Recipients should also use Program Budget as an invoice to itemize expenses and request reimbursement. When submitting for reimbursement, please attach all proof of purchase (receipts, invoices, etc..) to the program budget sheet as documentation.

As indicated on the contract itself, the contract performance period is from July 1, 2018 through June 30, 2019 which allows Earmark Recipients to bill for allowable expenses incurred during this period. Since the contract will actually be signed after July 1, 2018, a date after the start of the beginning of the contract period, you are required to complete and submit the Settlement and Release Form. This form will allow DVS to pay the Earmark Recipient for services rendered prior to contract execution.

Included in the contract package are the following document

Document Name	Description	Disposition
Standard Contract (Word)	Contract Form	Sign and send back hard copy
Settlement and Release Form (Word)	Calculate the total expenses incurred between 7/1/17 and the date of contract signature ("contract period"). Include a brief description of services	Complete, sign, and send back hard copy

	rendered during this time period	
Contractor Authorized Signatory (Word)		Sign, notarize, return hard copy
Program Budget (Excel)		Complete and return
Personnel Summary		Complete and return

Please remit all original contract documents to the following address:

Massachusetts Department of Veterans' Services
600 Washington Street, 7th Floor
Boston, MA 02111
ATT: PROVIDER CONTRACTS

Please give me a call at 617-210-5906 if you have any questions.

Thanks,
David

Virus-free. www.avg.com

Proclamation

WHEREAS: **KEITH M. JACKSON,** was elected State Commander of the Department of Massachusetts, Veterans of Foreign Wars of the US; and

WHEREAS: **KEITH M. JACKSON,** joined the V.F.W. Post #6538, Townsend Massachusetts in 2005 where he is a Gold Legacy Member after retiring from the U. S. Army where he served as a Combat Engineer with service in Iraq, Kosovo, Bosnia and Korea earning him the Bronze Star, Meritorious Service Medal (1st Oak Leaf Cluster), Army Commendation Medal (4th Oak Leaf Cluster), Army Achievement Medal (7th Oak Leaf Cluster) and numerous military Campaign and Unit awards; and

WHEREAS: **KEITH M. JACKSON,** has served in elected and appointed positions at Post, District, and Department levels, culminating with his election as Commander of the Department of Massachusetts; and

WHEREAS: **KEITH M. JACKSON,** will be honored by the V.F.W. Post #6538 at a Testimonial dinner on September 15, 2018; and

NOW THEREFORE, Sue Lisio, Cindy King, and Wayne Miller, Selectmen of the Town of Townsend, Middlesex County, in the Commonwealth of Massachusetts, United States of America do wish to recognize and honor **KEITH M. JACKSON** for his many accomplishments and service to his Country.

Given this 11th day of September in the year 2018.

_____

Sue Lisio, *Chairman*

_____

Cindy King, *Vice-Chair*

_____

Wayne Miller, *Clerk*

Carolyn Smart

From: Carolyn Smart <csmart@townsend.ma.us>
Sent: Thursday, September 06, 2018 3:13 PM
To: 'Paul Rafuse'
Cc: 'Paul Rafuse'
Subject: RE: Request to add to Selectmen's Agenda For Tuesday 9/11/2018

Hey Paul – can you tell me where the amount will be paid from, just want to get the Town Accountant's approval for the Board.

From: Paul Rafuse [mailto:prafuse@townsend.ma.us]
Sent: Thursday, September 06, 2018 1:27 PM
To: James Kreidler <jkreidler@townsend.ma.us>
Cc: Carolyn Smart <csmart@townsend.ma.us>
Subject: Request to add to Selectmen's Agenda For Tuesday 9/11/2018

Jim,

Sorry for the last minute request. Could you please include on the agenda for the 11th for the Board's approval and signature for engineering services for water main replacement on Meadow Road. I will send you the contract by the end of the day. We were waiting on verification of permitting requirements from Conservation. The contract will be for the amount of $27,500.00.

Thank you

Paul Rafuse

Paul Rafuse
Superintendent
Townsend Water Department
540 Main St.
West Townsend, MA 01474
Tel: 978-597-2212
Fax: 978-597-5611
E-mail: prafuse@townsend.ma.us

This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (978-597-2212), and delete the copy you received. Thank you.

Virus-free. www.avg.com

Tighe&Bond
Engineers | Environmental Specialists

29-0354-07
September 6, 2018

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

Re: **Proposal for Engineering Services**
Meadow Road Water Main Replacement

Dear Mr. Rafuse:

As requested, Tighe & Bond has prepared this proposal to the Townsend Water Department (Water Department) to provide design and bidding services for the replacement of approximately 1,000 linear feet of water main along a section of Meadow Road.

Project Understanding

Tighe & Bond will provide design and bidding services to replace approximately 1,000 feet of existing water main with new 12-inch diameter HDPE water main between House Nos. 25 and 43 Meadow Road.

A section of the existing water main crosses through fresh water wetlands and an Area of Critical Environmental Concern (ACEC). The proposed work will take place within areas subject to protection and jurisdiction under the Town of Townsend Wetlands Bylaw (Chapter 138) and Regulations (Chapter 150) and the Massachusetts Wetlands Protection Act (M.G.L. Chapter 131 § 40), both of which are administered by the Townsend Conservation Commission.

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

It is our understanding that Dave Henkels, Conservation Commission agent, has agreed that permitting is not required for this project, as the water main is being replaced within an existing trench and the area will not be "substantially changed or enlarged" during construction.

Scope of Services

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

Task 1 – Preliminary Design Phase

1.1 **Kick-off Meeting and Site Walk** – Tighe & Bond will coordinate a project kick-off meeting with the Water Department to discuss the project details and schedule. Following the meeting, we will conduct a site walk of the proposed water main route with the Water Department to observe the existing conditions and to evaluate design considerations.

Task 2 – Final Design Phase

2.1 **75% Design Development** – Tighe & Bond will prepare design plans at a 1" = 40' scale. The plans shall be in the 22" x 34" sheet format and will include sections, details, etc. suitable to obtain competitive, public bids of the Project under MGL Chapter 30. It is anticipated that approximately five design drawings shall be developed for this task including the following plan types:

- Cover
- Legend and Notes
- Water Main Plans
- Construction Details
- Traffic Control Plan

2.2 **Specifications** – Tighe & Bond will prepare front end and technical specifications. The technical specifications shall conform to the Water Department, AWWA, and Massachusetts Department of Environmental Protection (MassDEP) standards.

2.3 **Opinion of Probable Construction Cost (OPCC)** – Tighe & Bond will develop an opinion of probable construction cost to construct the project. This cost opinion will include the quantities of all items that are expected to be required, along with appropriate contingencies and allowances.

2.4 **75% Design Submittal** – We will provide the Water Department with two hard copies of the 75% design plans, specifications and OPCC for review.

2.5 **Design Review Meeting** – We will meet with the Water Department to review the 75% Design Documents and address any comments.

2.6 **Final Design Documents** – Tighe & Bond will incorporate all comments received into the Final Design documents. We will provide the Water Department with two hard copies of the final stamped plans and project manual.

Task 4 – Bidding Services

4.1 **Bid Advertisement** – Tighe & Bond will assist the Water Department in advertising the project for public bidding in the Central Register. Tighe & Bond will prepare a Bid Advertisement for the Water Department to place in a local newspaper. We will provide electronic bid documents for distribution to prospective bidders on our "Projects Out to Bid" website.

4.2 **Questions and Addenda** – We will respond to questions and/or requests for information from prospective bidders and prepare addenda as required.

4.3 **Bid Opening** – We will attend the bid opening for the general contractors on the project. We will assist the Water Department with opening of the bids received and recording the results.

4.4 **Bid Review and Recommendation** – Tighe & Bond will review all bids received and conduct reference checks on the apparent low bidder(s). Tighe & Bond will provide the Water Department with a letter recommending award to the lowest responsible and eligible bidder.

Engineering Fee

Tighe & Bond will perform the above listed services for a lump sum fee of **$26,600** invoiced monthly based on percentage complete. In the event that the scope of work is increased

for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

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

Engineering Fee Summary

Tasks	Description	Budget
1	Preliminary Design Phase	$2,300
2	Final Design Phase	$19,000
3	Bidding Services	$5,300
	TOTAL FEE	**$26,600**

Excluded Services

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

- Topographical survey and mapping - Tighe & Bond will develop the base map from existing GIS data.
- Geotechnical investigation – This is not anticipated to be needed since new water main will be installed in the same location as existing pipe.
- Request for Determination of Applicability submission to the Conservation Commission
- Notice of Intent submission to the Conservation Commission
- Advertising fees
- Police Details - If these services are required, details will be scheduled and billed directly to the Water Department.
- Construction Services - Proposal for these services to be provided after project has been bid.

Schedule

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

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

Very truly yours,
Tighe & Bond, Inc.

Thomas J. Mahanna, P.E.
Vice President
Tel: 508.471.9607
Cell: 978.846.0675
e: tjmahanna@tighebond.com

Louis A. Soracco, P.E.
Project Manager
Tel: 508.304.6358
Cell: 978.501.4911
e: lasoracco@tighebond.com

Enclosure: Terms and Conditions

Acceptance:

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

Authorized Representative _____ Date _____

Board of Selectmen:

Sue Lisio, Chairman _____ Date 9/11/18

Cindy King, Vice Chairman _____ Date _____

Wayne Miller, Clerk _____ Date 9/11/2018

J:\T\T0354 Townsend Water Department\007-Meadow Road Water Main\Proposal\Townsend Meadow Road Water Main Replacement Proposal.doc

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

1. SCHEDULE OF PAYMENTS

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

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

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

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

2. SUCCESSORS AND ASSIGNS

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

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

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

3. STANDARD OF CARE

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

4. TERMINATION

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

5. RECORD RETENTION

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION AND DISPUTE RESOLUTION

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

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

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

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

9. SITE ACCESS

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

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

10. OIL AND HAZARDOUS MATERIALS

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

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

11. SUBSURFACE INVESTIGATIONS

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

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

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

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

13. CLIENT's RESPONSIBILITIES

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

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

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

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

15. CONSTRUCTION PHASE PROVISIONS

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

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

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

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

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

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

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

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

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

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

U.S. Department of Labor
Wage and Hour Division

(Revised March 2011)

Fact Sheet #7: State and Local Governments Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the FLSA to State and local government employees.

Characteristics

State and local government employers consist of those entities that are defined as public agencies by the FLSA. "Public Agency" is defined to mean the Government of the United States; the government of a State or political subdivision thereof; any agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency. The public agency definition does not extend to private companies that are engaged in work activities normally performed by public employees.

Coverage

Section 3(s)(1)(C) of the FLSA covers all public agency employees of a State, a political subdivision of a State, or an interstate government agency.

Requirements

The FLSA requires employers to:

- pay all covered nonexempt employees, for all hours worked, at least the Federal minimum wage of $7.25 per hour effective July 24, 2009;
- pay at least one and one-half times the employees' regular rates of pay for all hours worked over 40 in the workweek;
- comply with the youth employment standards; and
- comply with the recordkeeping requirements

Youth Minimum Wage: The 1996 Amendments to the FLSA allow employers to pay a youth minimum wage of not less than $4.25 an hour to employees who are under 20 years of age during the first 90 consecutive calendar days after initial employment by their employer. The law contains certain protections for employees that prohibit employers from displacing any employee in order to hire someone at the youth minimum wage.

Compensatory Time: Under certain prescribed conditions, employees of State or local government agencies may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay. Law enforcement, fire protection, and emergency response personnel and employees engaged in seasonal activities may accrue up to 480 hours of comp time; all other state and local government employees may accrue up to 240 hours. An employee must be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

In locations with concurrent State wage laws, some States may not recognize or permit the application of some or all of the following exemptions. Since an employer must comply with the most stringent of the State or

Federal provisions, it is strongly recommended that the State laws be reviewed prior to applying any of the exclusions or exemptions discussed herein.

For certain employees in the following examples, the calculation of overtime pay **may** differ from the general requirements of the FLSA:

- employees who solely at their option occasionally or sporadically work on a part-time basis for the same public agency in a different capacity than the one in which they are normally employed
- employees who at their option with approval of the agency substitute for another during scheduled work hours in the same work capacity
- employees who meet exemption requirements for Executive, Administrative, Professional or Outside Sales occupations
- hospital or residential care establishments may, with agreement or understanding of employees, adopt a fixed work period of 14 consecutive days and pay overtime after 8 hours in a day or 80 in the work period, whichever is greater
- mass transit employees who spend some time engaged in charter activities
- employees working in separate seasonal amusement or recreational establishments such as swimming pools, parks, etc.

Employees Engaged in Fire Protection and Law Enforcement Activities

Fire protection personnel include firefighters, paramedics, emergency medical technicians, rescue workers, ambulance personnel, or hazardous materials workers who:

1. are trained in fire suppression;
2. have the legal authority and responsibility to engage in fire suppression;
3. are employed by a fire department of a municipality, county, fire district, or State; and
4. are engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

There is no limit on the amount of nonexempt work that an employee employed in fire protection activities may perform. So long as the employee meets the criteria above, he or she is an employee "employed in fire protection activities" as defined in section 3(y) of the FLSA.

Law enforcement personnel are employees who are empowered by State or local ordinance to enforce laws designed to maintain peace and order, protect life and property, and to prevent and detect crimes; who have the power to arrest; and who have undergone training in law enforcement.

Employees engaged in law enforcement activities may perform some nonexempt work that is not performed as an incident to or in conjunction with their law enforcement activities. However, a person who spends more than 20 percent of the workweek or applicable work period in nonexempt activities is not considered to be an employee engaged in law enforcement activities under the FLSA.

Fire protection and law enforcement employees may at their own option perform special duty work in fire protection and law enforcement for a separate and independent employer without including the wages and hours in regular rate or overtime determinations for the primary public employer.

- Fire Departments or Police Departments **may** establish a work period ranging from 7 to 28 days in which overtime need be paid only after a specified number of hours in each work period.

- Any employee who in any workweek is employed by an agency employing less than 5 employees in fire protection or law enforcement may be exempt from overtime.

For more information on law enforcement and fire protection employees under the FLSA, see Fact Sheet #8.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

Strategic
Municipal Solutions

September 4, 2018

Town of Townsend
James Kreidler, Town Administrator
272 Main Street
Townsend, MA 01469

RE: Treasurer-Collector Consulting Services

Dear Mr. Kreidler:

Thank you for the opportunity to present to you this proposal to provide services to the Town of Townsend. Our firm is proposing to provide on-site services in accordance with Massachusetts General Laws and we understand that the duties may include the following:

1. Provide consulting services including, but not limited to, the following:
    i. Assist with any duties associated with the Town Treasurer-Collector in accordance with Massachusetts General Laws such as bank account reconciliations, general ledger reconciliations with Town Accountant, tax collection, any State reporting requirements, and any additional Treasurer-Collector duties

Our firm has been providing consulting services since 2009 throughout Massachusetts. Our services are performed by experienced and seasoned municipal professionals well versed in Massachusetts General Laws. We perform our services on-site at your location for the hours as determined. This allows us to see your operation, interact with staff, and evaluate systems within the office. With a hands-on approach, we not only prepare and service the specific duties of the Treasurer-Collector, but we also make recommendations on policies and procedures, staffing, organizational restructuring, and any other improvements as needed. Since we have over 50 combined years of municipal experience, it is important for us to help your municipality continue and improve on the effectiveness of its operations.

645 Chandler Street, Worcester, MA 01602
Tel: 508-754-2665 Fax: 508-754-2668 Email: michael@strataccounting.com Web: www.stratmunisolutions.com

Our services will be performed on-site by Jeffrey Ugalde, an employee of Strategic Accounting and Tax Service, LLC d/b/a Strategic Municipal Solutions. Jeffrey is the former Treasurer-Collector in the Town of Boylston, Lunenburg, and Assistant Treasurer-Collector in the City of Worcester. He has been employed by our firm since 2010.

Our fee for these services will be $115 per hour plus any out of pocket costs such as mileage reimbursement. The mileage reimbursement will be 68 round trip miles at $.545 per mile or $37.06 per round trip. Additionally, invoices for these fees will be submitted on the 1st of each month throughout the engagement and are payable on presentation.

Jeffrey can begin providing these services beginning the week of September 17th. Based on our conversation, we are anticipating this project to be 16 hours per week for a total of 6 weeks. We estimate our services to total $11,040 for that period plus $444.72 for mileage reimbursement. If you require and request additional services or time to complete our services, we will make every effort to accommodate such request.

Some communities that have utilized our services include Town of Weston, Town of Wenham, Town of Templeton, Town of Boylston, Town of Hopkinton, Town of Millbury, Town of Sherborn, Town of Wayland, Town of Sudbury, City of Westfield, Town of Swampscott, and Town of Webster.

I appreciate the opportunity to be of service to the Town of Townsend. If you have any questions, please let me know or check out our website at www.stratmunisolutions.com. I look forward to hearing from you.

Sincerely yours,

Michael D. Conrad
President

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SAMPLE SESSION TITLES

- The Full Range of Persuasion Tactics
- Persuasion vs. Negotiation
- Six Tools of Social Influence
- Four Ways to Change Minds

HEAR FROM PAST PARTICIPANTS

Steve Grewal
Deputy Chief Information Officer, U.S. Department of Education
"The most powerful and efficient program I've attended on practical persuasion and negotiation techniques."

Lore Gruenbaum
Principal Scientist, Boehringer Ingelheim Pharmaceuticals
"I'm leaving with tools that can help me in every aspect of my professional life."

PROGRAM FACULTY

Robert N. Bontempo,
Faculty Director
Associate Professor of Management
Faculty Member, Executive Education

Robert N. Bontempo is a leading advisor to senior executives worldwide. He advises on the leadership of organizational change and the implementation of business strategy to such companies as Goldman Sachs, Citibank, ExxonMobil, General Electric, Sony, Boeing, Glaxo-Welcome, NASA, and Deloitte & Touche, as well as government and ministry officials from The World Bank and The United Nations. He has served on the board of directors of the Michael Baker Corporation, an energy services and engineering firm with operations worldwide, since 1997.

The winner of the 1994 Singhvi Prize for Scholarship in the Classroom, Bontempo teaches executives and students at Columbia Business School.

Along with Professor Bontempo, additional Columbia Business School faculty contribute to and teach in the program.

WHY COLUMBIA BUSINESS SCHOOL?

Columbia Business School is the only Ivy League institution that delivers a learning experience where academic excellence meets real-time exposure to the pulse of business in New York City.

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Thinking will be swayed. *An intensive three-day experience, this program covers a range of interpersonal and intergroup persuasion challenges, focusing on practical skills and real-world situations.*

HOW YOU WILL ADVANCE

Custom Communication.

Discover how to identify the type of person you are dealing with and customize your communication for maximum effect.

Building Consensus.

Learn the distinction between persuasion and negotiation and when to use each.

Impactful Insight.

Train yourself to recognize different types of organizational power.

Individual Assessment.

Receive a video analysis of your persuasive communication abilities.

	2018		2019		
DATES	SEPT 25-27	DEC 11-13	MAY 20-22	SEPT 17-19	DEC 10-12

Includes breakfast, lunch, and all materials.
Dates, prices, and locations are subject to change.

WHO SHOULD ATTEND

ALL EXECS

ALL YEARS EXPERIENCE

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EXECUTIVE EDUCATION

Telephone: (800) 692-3932
E-mail: execed@columbia.edu
Website: www.gsb.columbia.edu/execed

Persuasion: Influencing Without Authority: Sample Agenda

Day 1	Day 2	Day 3
Registration and Breakfast **8:30 am - 9:00 am**	**Breakfast** **8:30 am - 9:00 am**	**Breakfast** **8:30 am - 9:00 am**
9:00 am - 9:30 am **Immediate Application Worksheet** 9:30 am - 10:30 am **Persuasion Exercise 1: The Full Range of Tactics** 10:30 am - 10:45 am **Coffee Break** 10:45am - 12:00 pm **Immediate Performance Feedback**	9:00 am - 10:30 am **Bosses, Peers, and Subordinates: A Behavioral Styles Assessment** 10:30 am - 10:45 am **Coffee Break** 10:45 am - 12:00 pm **4 Ways to Change Minds**	8:30 am - 9:00 am **Breakfast** 9:00 am - 10:00 am **Persuasion vs. Motivation** 10:00 am - 10:45 am **Persuading One on One, Small Groups, and Large Organizations** 10: 45 am - 12:00 pm **When to Persuade, Motivate or Negotiate**
Lunch: 12:00 - 1:00 pm	**Lunch: 12:00 - 1:00 pm**	**Lunch: 12:00 - 1:00 pm**
1:00 pm - 2:30 pm **Persuasion vs. Negotiation** 2:30 pm - 2:45 pm **Coffee Break** 2:45 pm - 5:00 pm **6 Tools of Social Influence** 5:00 pm - 6:00 pm **Cocktail Reception**	1:00 pm - 2:30 pm **Personal Case Applications** 2:30 pm - 2:45 pm **Coffee Break** 2:45 pm - 3:45 pm **Personal Case Applications (cont)** 3:45 pm - 4:00 pm **Coffee Break** 4:00 pm - 5:00 pm **Summary & integration**	1:00 pm - 2:45 pm **Packing your Toolkit** 2:45 pm - 3:00 pm **Coffee Break** 3:00 pm - 4:00 pm **Evaluations / Program Concludes**

Please note: sessions, breaks, or faculty may be subject to change.

James Kreidler

From: Morgan, Brad <bmorgan@nmrsd.org>
Sent: Tuesday, August 28, 2018 4:12 PM
To: James Kreidler
Subject: Fwd: Tel. Message - Massachusetts School Building Authority

Jim,

The email from MSBA is below.

Nice talking to you,
Brad

---------- Forwarded message ----------
From: **Michael McGurl** <Michael.McGurl@massschoolbuildings.org>
Date: Thu, Aug 23, 2018 at 10:47 AM
Subject: RE: Tel. Message - Massachusetts School Building Authority
To: "Morgan, Brad" <bmorgan@nmrsd.org>
Cc: Christy Murray <Christy.Murray@massschoolbuildings.org>

Good morning Superintendent,

Yes, Christy Murray and I spoke with Robin as well as Suresh Bhatia of Atlantic.

The MSBA does not object to the District pursuing the boiler equipment replacements at the Hawthorne Brook and Varnum Brook Schools with the understanding that the District has reviewed the use of its appropriations with its Legal Counsel and the District will complete the work with the support of its existing consultants. As we discussed during the site visit, the MSBA will not find any costs related to the boiler equipment replacements eligible for reimbursement.

The same message was shared with Suresh Bhatia of Atlantic.

If you have any questions, please do not hesitate to ask.

Thank you,

Mike McGurl

Michael McGurl

Senior Project Manager

Massachusetts School Building Authority

40 Broad Street, Suite 500

Boston, MA 02109

617-720-4466

From: Morgan, Brad <bmorgan@nmrsd.org>
Sent: Thursday, August 23, 2018 10:33 AM
To: Michael McGurl <Michael.McGurl@MassSchoolBuildings.org>
Subject: Fwd: Tel. Message - Massachusetts School Building Authority

Good Morning Mike,

Can you confirm that this message I received (below) is accurate?

Best,

Brad

---------- Forwarded message ----------
From: **Eibye, Robin** <reibye@nmrsd.org>
Date: Thu, Aug 16, 2018 at 9:42 AM
Subject: Tel. Message - Massachusetts School Building Authority
To: Brad Morgan <bmorgan@nmrsd.org>
Cc: "Haines, Nancy" <nhaines@nmrsd.org>

Hi Brad,

Mike McGurl of Massachusetts School Building Authority called to speak with you. I explained you were out of the office until Monday. He wanted you to know that the Authority is amendable to the district completing the boiler work using the team currently in place that has been assigned to the project. Mike said he will also relay this message to the OPM today.

Please follow up with Mike upon your return; he can be reached at 617-720-4466. If Mike is unavailable, you can also speak with Christy Murray as she is familiar with the project.

Another great day of weather...ENJOY!

Warmly,

ROBIN G. EIBYE

Executive Assistant

to Brad Morgan, Superintendent

Nancy Milligan, Asst. Superintendent

(T) 978.597.8713 Ext. 1200 (F) 978.597.6534

When writing or responding, please remember that the Secretary of State's Office has determined that email is public record

--

Brad Morgan

Superintendent of Schools

North Middlesex Regional School District

45 Main Street

Pepperell, Massachusetts 01463

--

Brad Morgan
Superintendent of Schools
North Middlesex Regional School District
45 Main Street
Pepperell, Massachusetts 01463

James Kreidler

From: Jim Kreidler <jkreidler@townsend.ma.us>
Sent: Thursday, August 23, 2018 11:31 AM
To: sml412@comcast.net
Subject: Fwd: HBMS & VBES

Sue,

Thoughts on the request below?

Jim

Sent from Jim's iPhone

Begin forwarded message:

> **From:** "Morgan, Brad" <bmorgan@nmrsd.org>
> **Date:** August 23, 2018 at 10:31:16 AM EDT
> **To:** Jim Kreidler <jkreidler@townsend.ma.us>
> **Subject: Re: HBMS & VBES**
>
> Jim,
>
> Can you let me know if you approve of using available project funds to address the boilers at HBMS, provided there is money remaining?
>
> Thank you,
> Brad
>
> On Mon, Aug 20, 2018 at 10:25 AM, Jim Kreidler <jkreidler@townsend.ma.us> wrote:
> Brad,
>
> Do you have a sense on the costs associated with this boiler work?
>
> Thanks,
>
> Jim
>
> Sent from Jim's iPhone
>
> On Aug 20, 2018, at 9:47 AM, Morgan, Brad <bmorgan@nmrsd.org> wrote:
>
> > Gentlemen,
> >
> > I hope this note finds each of you well and that you are enjoying the last weeks of summer.

I have been informed by the Massachusetts School Building Authority that if we have monies left over from the HBMS and VBES accelerated repair projects that we can utilize those monies towards the purchasing of new boilers.

Each building currently has the original boilers (40+ years old) and are both 2 boiler systems. HBMS is currently down to one functioning boiler and VBES has one of its two leaking.

Where HVAC-R was a part of both projects, MSBA has given us its blessing to proceed with the boiler replacement if funds are available at the conclusion of each project (each has a separate allocation of money).

I wanted to make sure that you were amenable to this prior to proceeding so please advise.

Best,
Brad

--
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James Kreidler

From: Morgan, Brad <bmorgan@nmrsd.org>
Sent: Monday, August 20, 2018 10:37 AM
To: Jim Kreidler
Subject: Re: HBMS & VBES

Jim,

At this point it is looking like each boiler would run approximately 80K, which would most likely include abatement. HBMS will need to have at least one boiler replaced regardless prior to the winter so if the funds are available at the end of the project, it would make sense where MSBA is amenable to this.

Best,
Brad

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Brad,

Do you have a sense on the costs associated with this boiler work?

Thanks,

Jim

Sent from Jim's iPhone

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Brad

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

Sue Lisio, *Chairman* | Cindy King, *Vice-Chairman* | Wayne Miller, *Clerk*

James M. Kreidler, Jr., Office (978) 597-1701
Town Administrator Fax
(978) 597-1719

September 11, 2018

Office of the Governor
Massachusetts State House,
24 Beacon St., Room 280
Boston, MA 02133

Dear Honorable Governor Baker:

First and foremost, we would like to express our appreciation for all that the Baker-Polito administration has done for our community. You have truly been a friend to local government.

On a more specific point, by vote of the Townsend Board of Selectmen, and at the suggestion of our fine Senator Dean Tran, we hereby respectfully request the release of the $80,000 authorization contained within the recently approved and signed Environmental Bond Bill for the replacement of the sidewalks in the historic Townsend Town Common.

You are likely unaware of the fact that each year, the historic Townsend Military Band, which was formed in 1845, has provided free summer concerts on the Common. This event, which is held weekly throughout the summer, is billed as the longest running continuously playing community band performance in the country.

This project is critically important to the community and in fact to the greater region around us. Currently the pedestrian walkways in the common are in a significant state of disrepair and are a danger to those wishing to access and enjoy this lovely public space and all of the community events that occur there.

We are thrilled that both the Legislature and you saw fit to include this funding authorization in the bill and once again are respectfully requesting its release to enable up to perform this greatly needed project.

Sincerely yours,

DRAFT

Report of the Town Administrator
September 11, 2018

1. **Personnel Updates-**
   a. Police Sgt. John Johnson (retired)- As per prior discussion, let's select a date to invite the Sgt. And his family and co-workers to come in before the Board for an appropriate time of recognition.

      Board Action Requested- What is your pleasure?

   b. Compensatory Time- I have been asked by the Chair to report out on the matter of compensatory time and how it is defined and applied regarding employees of the town.

      There a number of categories of employees in town service: unionized employees, personal contract employees and personnel policy employees.

      Union Employees- Each unionized group---Police, Fire, Supervisors, Highway-Water and soon to be Administrative---if comp time is allowed, would have the issue detailed in their respective contracts.

      Police-

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

      Straight time comp time may be allowed within the same pay period.

      Comp time at time and one-half the hours worked or pay at time and one-half time hours worked may be allowed for hours worked outside the same pay period.

      Compensatory time shall be requested in writing prior to an employee working outside his/her regularly scheduled shift, however, the Chief of Police or his/her designee may waive this requirement.

      Allowing compensatory time will be at the discretion of the Chief of Police or his/her designee and if the Chief is being arbitrary and capricious, then the union will be allowed to appeal to the Board of Selectmen but the grievance will not go any further than the Board of Selectmen.

      The decision on whether or not to grant compensatory time will be based on the best interest of the Townsend Police Department and the Town of Townsend."

      Fire-

      No reference to compensatory time in the contract.

      Supervisors-

      "All overtime eligible employees shall be paid at the rate of one and one half times their regularly hourly rate for all hours actually worked in excess of forty (40) hours in any one (1) week. Eligible employees may choose compensatory time in lieu of paid overtime for hours worked in excess of 40 hours in any one week. Except in

the case of an emergency, all overtime and/or compensatory time must receive prior approval from the Town Administrator or his designee. Compensatory time off may not accumulate in excess of forty (40) hours and time shall be used within six (6) months of completion of the fiscal year in which it is accrued."

Highway-Water-

"Employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. No employee may work more than sixteen (16) hours in a twenty-four (24) hour period except by mutual agreement between the employee and his or her supervisor. Overtime hourly rate of pay shall include the regular rate of pay plus additional compensation as defined by the F.L.S.A. statute. Examples of compensation included in the regular rate of pay: longevity pay, educational bonus or incentives and any shift differentials. Uniform allowances are excludable from the regular rate of pay. Compensatory time off may not accumulate in excess of one-hundred-twenty (120) hours and time shall be used within six (6) months of completion of the fiscal year in which it was accrued."

Personal Services Contracts- Each position covered by a personal services contract---Town Administrator, Police Chief, Fire Chief, Town Accountant and Treasurer-Collector---has a section of language defining work hours. As exempt employees these people do not get overtime hence do not get comp time. The language in the contracts, however, provides for the customary ability to flex hours as needed. The standard contract language is:

"agrees to devote that amount of time that is reasonably necessary to faithfully perform the duties of the position of TOWN ADMINISTRATOR. It is recognized that the TOWN ADMINISTRATOR must devote a great deal of time outside of normal office hours to the business of the Town, and to that end, the hours of work for the TOWN ADMINISTRATOR shall not be specified."

Personnel Policy Employees- There is language within the personnel policies that addresses non-exempt, or hourly, employees and overtime. Such employees only receive overtime when they have worked in excess of 40 hrs. per week. The document is silent on the issue of compensatory time. The practice, however, has been to allow an hourly worker, who has been asked/compelled to work beyond the number of hours for which they are regularly scheduled, to accrue compensatory time on an hour for hour basis if such hours are less than 40 per week. This is only allowed with the department supervisor's prior approval and is to be noted on the employee's time sheet.

Board Action Requested- None requested.

c. Interim Treasurer/Collector Services- Per the discussion at your last meeting, I have reached out to firms that provide interim Treasurer Collector services to assist us as we move forward in our efforts to permanently fill the position. I have received one proposal and have it enclosed.

Board Action Requested- Vote to approve the submitted proposal.

d. Education Approval- Per the terms of the contract between the Town and me, it is specifically provided that I am entitled to "...tuition for one college level course per semester at a college of the TOWN ADMINISTRATOR'S choice, subject to the prior approval of the TOWN..."

In my tenure to date, which would equate to nine (9) semesters, I have not sought to avail myself of this benefit.

Having served as a strong Town Manager for fifteen years prior to coming to Townsend, I was responsible to exercise significant authority. The same is not the case in the Town Administrator position here in Townsend. In this position I am responsible to deliver significant work product, a great deal of which must be achieved in collaboration with segments of the local government over which I have no direct authority. In this regard I have come to recognize a need for some professional development on this very issue.

Toward that end, and as per our contract, this evening I respectfully request approval for attendance at a course at the Columbia University Business School-Executive Education Program entitled- Persuasion: Influencing Without Authority. This is an accelerated college level course being held over an intensive three day period and it will generate three (3) credits. The Course Executive Summary and sample agenda are enclosed.

Board Action Requested- Per our contract, I request that the Board approve of this course.

e. School Resource Officer - Chief of Police Bailey has asked that I update the Board regarding his assignment of Officer Mark Francis to serve as the School Resource Officer. SRO Francis has been in the schools and is settling in nicely.

Board Action Requested- None requested.

A. Financial Updates-

a. Boiler replacement at Varnum Brook and Hawthorn Brook- discussion regarding performing these tasks within the funding of the Accelerated Repair Projects. See enclosed.

Board Action Requested- If the request meets the Board's approval, a vote to sign and approve and notify the School District.

b. Letter to Governor Baker- RE: Requested release of bond authorization for the Town Common sidewalks. See enclosed.

Thank you letter
Jobe sent

Board Action Requested- If the draft meets the Board's approval, a vote to sign and send.

c. Assessor's Office Veterans Exemption- It was brought to my attention last week by our Principal Assessor, Ms. Vicki Tidman, that two residents had filed timely and complete applications for veteran exemptions that they were entitled to receive. In spite of have so filed, the Assessor's office did not process the applications and the veterans never received their exemptions. This was due to no fault of the veterans. This was entirely our fault. The legally allowed for window within which this matter could be corrected had long since passed by the time this issue was discovered leaving no lawful way to make these two local veterans whole in a timely fashion. Timeliness was important as these veterans relied upon the exemptions.

In an effort at addressing the immediate needs of these two veterans as expeditiously as possible, a meeting of the Worthy Fund committee was held and there was a positive vote to pay the two veterans the amount that they should have received as exemptions.

The expectation is that we will seek to place an article at town meeting to refund the Worthy Fund.

Board Action Requested- None requested.

3. **Project Updates-**

a. Townsend Fire-West Station- The project is in the final stages. Site work is underway and final furnishings are due to arrive within the next week or two.

Board Action Requested- None requested.

4. **Miscellaneous Updates-**

a. Draft policy making the Town website the official posting location for town notices requiring legal posting. See enclosed.

Board Action Requested- If the draft meets the Board's approval, a vote to accept as a first reading.

b. Update RE: question about posting lawsuit documents on the town website.

Board Action Requested- Given Counsels opinion, what is your pleasure?

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

Sue Lisio, *Chairman* | Cindy King, *Vice-Chairman* | Wayne Miller, *Clerk*

James M. Kreidler, Jr., *Town Administrator* | (978) 597-1701

MEETING MINUTES FOR AUGUST 21, 2018 - 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES – VOTES MAY BE TAKEN:

1.1 The meeting was called to order at 6:00P.M.
Roll call vote taken showed 2 members present: Chairman Sue Lisio (SL) and Vice-Chairman Cindy King (CK). Remotely participating was Clerk, Wayne Miller.

1.2 Pledge of Allegiance.

1.3 SL announce that the meeting is being tape recorded and inquired if anyone else was taping as else.

1.4 Chairman's Additions or Deletions.
SL deleted 2.2: to be rescheduled.
SL moved agenda item 6.1.9 to 2.3 as Unitil Representatives were present to discuss.

1.5 Public Comment Period
Resident, John Page commented he would like all legal/litigation posted on the Town's website. SL asked Mr. Kreidler to check with Town Counsel.

II. APPOINTMENTS AND HEARINGS – VOTES MAY BE TAKEN:

2.1 6:00P.M. Senator Dean Tran, RE: Update for Capital Bond Bill and other Projects.
The Board met with Senator Dean Tran. Senator Tran announced the earmarks for Townsend all survived the Governor's veto powers and have been approved. Senator Tran informed the Board; there's $7,100.00 for a Veterans' Memorial, $80,000.00 for Town Common improvements, $125,000.00 for a Masterplan, and $500,000.00 for the renovations of the Hart Free Library.

Senator Tran informed the Board the next step would be to ask/request the Governor to release the funds, suggesting to the Board they pick one project to advocate for. After discussion the Board agreed to advocate for the $80,000 for the Town Common improvements. CK advocated for the Library renovations stating the Town has the funds for the Common but cannot afford the construction cost for the Library. CK also reminded the Board of the ability to receive a $250,000 disability grant that will help bring the building in compliance with ADA requirements. SL & WM agreed the Board should advocate for the Town Common and directed the Town Administrator to prepare a letter for signature of the Board at the next meeting. WM moved to sign letter for the Baker

Bond to release funds for the Town Common sidewalk replacement. CK seconded. SL & WM (YES) and CK (NO).

2.2 6:20P.M. American Flag Committee, RE: Mission Statement and Updates
SL moved to add 2.2 back on the agenda as the Chairman of the Committee, Todd Arsenault was present. Mr. Kreidler reviewed the draft document as attached with the Board members and the Chair of the Flag Committee, explaining the history of the actions taken over the last few years in regards to hanging the flags up. Additional discussion included: Flag etiquette, new safety laws, lighting for the flags, and if the Committee should be donation based or should they develop a budget for Town Meeting to adopt.

CK moved to identify the Townsend American Flag Committee as having 5 members with 3 year terms consistent with the fiscal year and to adopt the mission statement as the goal of the Town of Townsend American Flag Committee for the display of flags is to ensure proper flag etiquette in the Town Center while promoting patriotism in the community, the display of flags shall support the objectives of the Town and present the Town in a positive and professional manner. WM seconded. Unanimous vote.

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

3.1 CK moved to appoint Robert Thompson to the Townsend Historic District Commission effective August 21, 2018 to June 30, 2021 and moved to appoint Susan Gerken to the Townsend Historic District Commission effective August 21, 2018 to June 30, 2021. WM seconded. Unanimous vote

3.2 See 3.1

3.3 CK moved to appoint Michele Grenier as Land Use Coordinator effective August 21, 2018 contingent upon the passing of a CORI and medical exam with a one-year probationary period. WM seconded. Inquiry regarding the interview/meeting process ensued. Ms. Shifrin spoke in favor of the appointment. Unanimous vote.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

4.1 Review/Approve job description/classification for Water Department RE: Office Assistant. Mr. Kreidler informed the Board the position was reviewed and updated job description completed. The Board reviewed the description and classification documentation as attached. Mr. Rafuse asked the Board to declare the position vacant.
CK moved to declare the position of part time Office Assistant vacant. WM seconded. Lance Lewand, Chairman of the Water Commissioners informed the Board the position was 19 hours per week. Unanimous vote.

4.2 CK moved to approve and sign the road opening permits for 460 Main Street and 33 New Fitchburg Road. WM seconded. Unanimous vote.

4.3 CK read the 100th Birthday Proclamation for Catherine Warner Proctor, Boyes, Wilson. CK moved to approve and sign the proclamation. WM seconded. Unanimous vote.

4.4 CK read the proclamation for an Eagle Scout into the record. CK moved to approve and sign the proclamation. WM seconded. Unanimous vote.

4.5 Disposal of Surplus Property declaration, RE: Townsend Public Library to be transferred to care and custody of the IT Department.

The Board reviewed the attached request for declaration of surplus. CK moved to declare surplus the property as attached and to transfer to the care and custody of the IT Department. WM seconded. Unanimous vote.

4.6 Review/Approve Change Order #6 in the amount of $6,814.28 for the West Townsend Fire Station contingent upon the approval of the Town Accountant.

The Board reviewed the change order (see attached) Mr. Kreidler explained the change order as requested by the Fire-EMS Chief. CK moved to approve Change Order #6 in the amount of $6,814.28 for the West Townsend Fire Station contingent upon the approval of the Town Accountant. WM seconded. Unanimous vote.

4.7 Discussion, RE: Treasurer/Collector Interim Services
Mr. Kreidler informed the Board; interviews were conducted with four applicants, resulting in 2 applicants to be deemed viable. One candidate took a position in another town and the other stayed in her current position due to the lower wage scale and due the retiree health care benefit issue. Mr. Kreidler asked the Board's permission to solicited interim services. Additional discussion included: bringing certain positions up to market value, review of the matrix and comp/class plan, contractual vs matrix position and the differences.

CK moved to authorize the Town Administrator to initiate the recruitment for Interim Collector/Treasurer services. WM seconded. Unanimous vote.

SL moved to recess for five minutes.

V. OLD BUSINESS – VOTES MAY BE TAKEN:
N/A

VI. WORK SESSION – VOTES MAY BE TAKEN:

6.1 Town Administrator updates and reports:

6.1.1 Cable Update
Mr. Kreidler reviewed Special Counsel's comments as attached. Discussion of the request to recruit additional folks for the PEG Access Corp ensued. CK moved to put out a call for volunteers to be part of the nonprofit PEG Access Corp. WM seconded. Unanimous vote.

Mr. Kreidler suggested the Board meet with Special Counsel to discuss the able extension. The Board agreed to invite Special Counsel and the Cable Committee to the September 18, 2018 meeting.

6.1.2 Affirm the hiring of Marcie Furlong as the Records Clerk for the Townsend Police Department.
SL requested a legal opinion regarding the charter appointing vs hiring of employees. Staff to forward legal opinions received on the issue to the Selectmen for review.

CK moved to affirm and/or appoint Marcie Furlong as the Records Clerk for the Townsend Police Department. WM seconded. CK & WM (YES) SL (NO)

6.1.3 Reception for BOS – September 11, 2018 from 5:00P.M. to 6:00P.M.
Mr. Kreidler stated in the future this will be done after the annual election for newly elected Officials.

6.1.4 Volunteer Fair – November 13, 2018.
(Permission to close town hall to the public)
Mr. Kreidler informed the Board, the fair will be held in the Meeting Room/Library/Senior Center and requested the Board close Town Hall to the public on November 13, 2018 to allow departments to participate. CK moved to close Town Hall's evening hours on November 13, 2018. WM seconded. Unanimous vote.

6.1.5 West Meadow Bridge, Town Meeting Warrant Article.
The Board reviewed the draft article as attached.

6.1.6 Town Administrator Goals & Objectives.
The Board reviewed the updated spreadsheet (see attached) Discussion included dedicating new revenues for road maintenance. Mr. Kreidler informed the Board he would post on the Town's website for folks interested in reviewing.

6.1.7 Update RE: Job Description Executive Assistant.
Mr. Kreidler informed the Board he did review the description and it is similar with all comparable communities as identified by HRS. Mr. Kreidler stated he was working with SL and she did forward some other descriptions he intended to review. Mr. Kreidler stated he would have draft description completed for the next meeting, noting the position is underfunded.

6.1.8 Community Compact Best Practices Grant.

Mr. Kreidler gave the Board information regarding all the Best Practices and different financial data software packages available. (See attached)

~~6.1.9 Update, RE: Tree Cutting/Unitil.~~ SEE 2.3

6.1.10 Charter Review Committee Update.
Currently seven members appointed, still awaiting Finance Committee's appointments. SL asked if Staff could reach out to newly appointed members and try to schedule a first meeting.

6.2 Board of Selectmen announcements, updates, and reports. (NONE)

6.3 Board Correspondence. (NONE)

6.4 CK moved to approve the meeting minutes for July 10, 2018, July 31, 2018, and August 7, 2018.

WM remote participation was interrupted temporarily.

6.5 CK moved to approve the bill payable warrant and sign out of session. SL seconded. Unanimous vote.

VII: EXECUTIVE SESSION – VOTES MAY BE TAKEN:
CK moved to enter into 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 Lieutenant, Contact review of Town Administrator, SRO Officer MOU, Paramedic MOU, Interim Police Chief and Building Commissioner MOU and pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares. RE: Fire Union, Supervisory Union, Clerical Union and Highway-Water Union and 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. Normington, Clark, Eaton and to adjourn from Executive Session. The Chair declared an open meeting would have a detrimental effect. SL seconded. Roll call vote taken SL (YES), WM (YES) and CK (YES).

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of August 21, 2018, by the Board of Selectmen this _____day of _____,2018.

Town Counsel Screening Committee Interview Process

Candidate Introduction:

The chair will welcome the Firm and the Firm's spokesperson; introduce him/her to the committee members, who will identify themselves, and then the Chair will explain the process.

THE PROCESS

Candidate's Introductory Statement:

The chair will briefly explain the process that is about to occur and then ask the candidate to "Please allowing yourself two or three minutes, tell us about your firm's experience in municipal law and the background specific experience of the attorney(s) who will be our assigned contact."

Interview Questions:

The same questions will be asked of each firm by the same committee member and in the same order.

Each member of the committee shall choose two questions prior to the interview process. Before the interview process begins, we will determine who will ask what questions. Questions should be diverse to fully explore the firm's knowledge, philosophy, values and management style.

Follow up questions are permissible by any committee member, however we must avoid getting bogged down on any one question.

Questions will be asked in a predetermined order.

Conclusion:

At the conclusion of the question and answer portion of the process, each firm will be given several minutes to ask questions and make a closing statement.

Simple Interview "Do and Don't" Guidelines:

Please Do:

1. Be prepared.
2. Record as many direct quotes as possible.
3. Maintain a friendly and helpful attitude toward participants.
4. Review firm's proposal and accompanying material.
5. Listen and observe carefully.
6. Take notes.
7. Let interviewee talk.
8. Make eye contact.
9. Ask open-ended questions (questions requiring more than a yes or no answer).
10. Be friendly.

Please Don't:

1. Trust first impressions.
2. Ask questions about the candidate's religion, national origin, race/ethnicity, marital/family status, age, arrest record, or other personal information.
3. Give personal feedback.
4. Render your opinion. This is not a debate. If you disagree with or are offended by an answer ask a non-confrontational follow-up question and/or consider all responses in your final evaluation.

Ideally all firms will leave with a positive image of the community, the process and a belief that they were treated fairly and with respect.

DRAFT

Sample Committee Questions

1. Please share with the committee an example of an ethical dilemma that you have been faced with in your professional life and tell us how you dealt with it.
2. Please let us know how you would envision yourself interfacing with the Board of Selectmen, the Town Administrator, other Boards, Commissions and staff?
3. Please tell us what you believe to be the primary role of a Town Counsel?
4. Please describe your communication style and practices as relate to sharing information up the chain of command to the Board of Selectmen on matters ranging from the "day-to-day" up to and including the "big picture."
5. How do you handle a situation where you have provided legal guidance in the form of an opinion yet the Board chooses to proceed in a contrary direction?
6. Have you ever provided an opinion related to a question you were not asked? (e.g. you witness the Board proceeding along a path that may present legal jeopardy)
7. How do you address situations where there may be a conflict in representing the town? (e.g. dispute between us and another client community)
8. Please describe an example of a situation where you believe your advice and guidance produced a very favorable result in a community. Conversely, please describe an example of a situation where your advice proved incorrect and produced an adverse result.

DRAFT

Candidate Evaluation Form

QUESTION SCORE SHEET

CANDIDATE:_____ DATE:_____ INTERVIEWER: _____

Scoring Key: One (1) = Unsatisfactory and Five (5) = Exemplary

1.
1 2 3 4 5
Comments:_____
_____

2.
1 2 3 4 5
Comments:_____
_____

3.
1 2 3 4 5
Comments:_____
_____

4.
1 2 3 4 5
Comments:_____
_____

5.
1 2 3 4 5
Comments:_____
_____

6.
1 2 3 4 5
Comments:_____
_____

DRAFT

7.

1 2 3 4 5

Comments:_____

_____

8.

1 2 3 4 5

Comments:_____

_____

RAW SCORE _____ divided by 8 questions = _____ AVERAGED SCORE

_____ _____

Committee Member Signature Date

DRAFT

SAMPLE TOWN COUNSEL INTERVIEW QUESTIONS

1. Responsiveness to our queries is of course important to us. Please describe how your firm ensures that we receive prompt service.
2. Please describe the process you use to you clients updated on the ever changing laws and regulations.
3. Please describe your pricing. Also, what portion of the Town's legal matters if any, would be handled by paralegals or legal assistants?
4. What would you do if the town employee or board member refuses to accept your advice?
5. Can you and your team describe how you would go about handling a question of the law that has some ambiguity to it?
6. Can you describe a you handle a dispute between two elected boards?
7. What kinds of mediation does your firm offer?
8. Can you describe what kinds of training your firm can offer for the town and it's employees and citizens?
9. Please share with the committee an example of an ethical dilemma that you have been faced with in your professional life and tell us how you dealt with it.
10. Please let us know how you would envision yourself interfacing with the Board of Selectmen, the Town Administrator, other Boards, Commissions and staff?
11. Please tell us what you believe to be the primary role of a Town Counsel?
12. Please describe your communication style and practices as relate to sharing information up the chain of command to the Board of Selectmen on matters ranging from the "day-to-day" up to and including the "big picture."
13. How do you handle a situation where you have provided legal guidance in the form of an opinion yet the Board chooses to proceed in a contrary direction?
14. Have you ever provided an opinion related to a question you were not asked? (e.g. you witness the Board proceeding along a path that may present legal jeopardy)
15. How do you address situations where there may be a conflict in representing the town? (e.g. dispute between us and another client community)
16. Please describe an example of a situation where you believe your advice and guidance produced a very favorable result in a community. Conversely, please describe an example of a situation where your advice proved incorrect and produced an adverse result.

James Kreidler

From: David C. Jenkins <DJenkins@k-plaw.com>
Sent: Monday, August 27, 2018 1:09 PM
To: jkreidler@townsend.ma.us
Subject: FW: Pending lawsuits

Jim:

Any document files in court is a public document and it would be allowable to post those documents if the BOS decided to do so. Drafts or materials not filed by the Town may not be required to be released, and could be withheld under exemption (d) of the Public Records Law but that determination would have to be made on a document by document basis.

Whether that's a good idea is not really an area that we get involved in. It's not mandated under the law that everything possible be posted and you would be posting incomplete information because not everything associated with the lawsuit is filed with the court. This would be a policy decision to be decided by the BOS.

The above would apply to court filings. In any MCAD action the complaint is a public document. There is an argument that any documents produced after the filing of the complaint are investigative and this not subject to disclosure. Let me know if there is anything more you need.

David

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From: James Kreidler <jkreidler@townsend.ma.us>
Date: August 27, 2018 at 11:54:39 AM EDT
To: "'David C. Jenkins'" <DJenkins@k-plaw.com>
Subject: Pending lawsuits

David,

A citizen asked the Board to upload to the town website copies of all complaints received for pending lawsuits, to include all public documents associated with each matter.

The Board has asked me to inquire of you if this is a) allowable and b) advisable.

Please advise.

Thanks,

jim

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