



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 JANUARY 8, 2019 6:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 SL called the meeting to order at 6:00P.M.  
Roll call vote showed 2 members present: Chairman, Sue Lisio (SL) Vice-Chairman, Cindy King (CK).  
Clerk, Wayne Miller (WM) called in remotely and at roll call was present. WM confirmed he could hear SL & CK. SL & CK confirmed they could hear WM.
- 1.2 Pledge of Allegiance
- 1.3 SL announced that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions - None.
- 1.5 Public Comment Period - None.

II. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

- 2.1 Executive Session pursuant to GL c. 30A, s. 21(a)(2) to conduct contract negotiations with nonunion personnel. RE: Treasurer/Collector position.
- 2.2 Executive Session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares. RE: Fire Union.  
The Chair declared in accordance with MGL Chapter 30A, Section 21 (a) (3)

CK moved to enter executive session pursuant to GL c. 30A, s. 21(a)(2) to conduct contract negotiations with nonunion personnel. RE: Treasurer/Collector position and 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 regarding the Fire Union. WM seconded. CK amended "the Fire executive session first since the Fire-EMS Chief is present and that the Board will reconvene in open session." SL seconded. Roll call SL (YES) CK (YES) WM (YES).

CK moved to go back to regular session after a five minute recess. SL seconded. Roll call vote: SL (YES) CK (YES)

SL called the meeting back to order at 7:04P.M. SL announced WM left the meeting remotely.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Review/Approve/Sign an Intermunicipal Agreement between the Town and North Middlesex Regional School District, RE: School Boiler Project.

Mr. Kreidler explained Counsel did review and draft the contract as attached. The School Committee did sign the agreement. CK moved to sign the intermunicipal agreement between the Town and North Middlesex School boiler project through the Green Communities Act. SL seconded. Unanimous vote.

- 3.2 Review/Approve/Sign a 2019 Class II Renewal License for Country Auto Sales & Service, Inc., 118 Bayberry Hill Road.

CK moved to approve the 2019 Class II renewal license for Country Auto Sales & Service, Inc., 118 Bayberry Hill Road. SL seconded. Unanimous vote.

- 3.3 Review/Approve/Sign letter to Director Pozniak, RE: Backup 911 System Agreement. BOS reviewed and JK explained follow up to vote to have Pepperell as backup.

CK moved to approve and sign the letter to Director Pozniak for the backup 911 systems agreement and sign out of session. SL seconded. Unanimous vote.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and report  
None

- 4.2 Board of Selectmen announcements, updates, and reports.  
SL reminded the Board that Sean Cronin will be coming in to explain the community compact. JK will be speaking with Sean Cronin on Friday in conjunction with the Chairman.

- 4.3 Clerk of the Board announcements for events - None.

- 4.4 Board Correspondence - None.

- 4.5 CK moved to approve the meeting minutes for November 27, 2018. CK seconded. Unanimous Vote.

- 4.6 CK moved to approve and sign outside of the meeting the payroll and bills payable warrants. SL seconded. Unanimous vote.

V. ADJOURNMENT:

CK moved to adjourn at 7:12P.M. SL seconded. Unanimous vote.

Respectfully submitted by,

  
Carolyn Smart, Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of January 8, 2019 by the Board of Selectmen this 5th day of Feb, 2019.

3.1

## INTERMUNICIPAL AGREEMENT

**THIS INTERMUNICIPAL AGREEMENT** is made this \_\_\_<sup>th</sup> day of December 20\_\_\_\_  
the Town of Townsend, MA ("Town") and the North Middlesex Regional School I

### RECITALS

**WHEREAS**, the Town and the District have obtained authorization for this joint undertaking pursuant to M.G.L. C.40, §4A by vote of their Boards of Selectmen and School Committee as attested to by certified copies thereof contained in Exhibit A.

**WHEREAS**, the District conducted an Invitation for Bids in connection with the Massachusetts School Building Authority Accelerated Repair Program for various repairs and upgrades to the Hawthorne Brook Middle School and the Varnum Brook Elementary School dated March 14, 2018 ("District ARP") (Exhibit B);

**WHEREAS**, the District has awarded a contract to E. Amanti & Sons, Inc. ("Contractor") for the District ARP work, a copy of the contract is attached hereto as Exhibit C; and

**WHEREAS**, the Town has been awarded Green Communities Grant Funds ("Grant") for the purpose of replacing two inefficient hot water boilers with one condensing boiler at the Hawthorne Brook Middle School ("Boiler Work") a copy of the Grant is attached hereto as Exhibit D; and

**WHEREAS**, the Town desires that the District administer and oversee the Boiler Work and payment therefore as part of the District ARP; and

**WHEREAS**, receipt of the Grant requires the Town to comply with certain contingencies and reporting requirements to the Department of Energy Resources, a copy of the Grant requirements are included in Exhibit D; and

**WHEREAS**, the District shall comply with all applicable Grant contingencies and reporting requirements.

**NOW, THEREFORE**, in light of the mutual promises and obligations contained herein, the parties agree to the following:

1. The Boiler Work will be added to the District ARP through a change order with the Contractor in the amount of \$168,040.00 to be made an exhibit to this Agreement; and



2. The Town's Share of the Boiler Work payable to the Contractor shall not exceed \$123,145.72 as specified in the Grant, as Revised on October 30, 2018 (Exhibit E) ("Town's Share").
3. The District will be responsible for payment to the Contractor of the remaining \$44,894.28 for the Boiler Work.
4. Until such time that the Town's Share has been paid in full,
  - a. Immediately upon receipt, the District will provide the Town with copies of the Contractor's Application for Payment for the Boiler Work and all supporting documentation.
  - b. Within 15 (fifteen) days of receipt of each Application for Payment for the Boiler Work, the Town shall remit the billed amount to the District.
  - c. Following receipt of such payment from the Town, the District shall promptly pay the Contractor invoice in full and provide a copy of the paid invoice to the Town.
5. The term of this agreement shall be one year and may be extended by mutual agreement of the parties for four (4) additional years.
6. The Town will be responsible for the administration of any applications, forms, reports, and supporting documentation for funding the Town's Share.
7. All District ARP records shall be kept and maintained by the District and made available to the Town for inspection or copies upon the Town's request.
8. The District and the Town agree, through the District School Superintendent and Town Administrator, respectively, to confer and mutually decide Contractor questions, change order requests, disputes, or other issues affecting the Boiler Work. The District agrees to enforce the Town's position on responses to contractor questions, change orders, disputes or other issues involving the Boiler Work.
9. The parties agree that, should any dispute arise that cannot be resolved through negotiations and by mutual consent concerning the validity and effect of this Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be in the District Court of Middlesex County, Massachusetts.
10. This Agreement constitutes the entire agreement between the Town and the District with respect to the Boiler Work, and it expressly supersedes all previous written, email, and oral

communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by all the parties.

11. Each party shall indemnify, defend, and hold the other harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, arising out of the indemnifying party's breach of this Agreement. Neither party in entering into this Agreement has waived any governmental immunity or limitation of damages which may be extended to it by operation of law. No party shall be liable for any failure to perform its obligations where such failure is a result of acts of God, fire, strikes, riots, floods, war, and other disasters or events beyond the party's reasonable control.
12. By signing this Agreement, the representative of each party represents that such person is duly authorized to execute this Agreement on behalf of that party and that the party agrees to be bound by its provisions.
13. If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
14. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts.
15. This Agreement shall not be deemed to create a fiduciary relationship between the parties other than as set forth herein. Nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date noted above.

North Middlesex Regional School District  
School Committee

Town of Townsend  
Board of Selectmen

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Randee Rusch, Chair

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Sue Lisio

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William Hackler

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Cindy King

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Craig Hansen

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Wayne Miller

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Lisa M. Martin

---

Crystal Messamore

---

Michael Morgan

---

John E. Page

---

Susan Robbins

---

David Carney



21.5

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Wayne Miller, *Clerk*

James M. Kreidler, Jr.,  
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(978) 597-1701

MEETING MINUTES FOR NOVEMBER 27, 2018 - 6:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL - MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

1.1 The meeting was called to order at 6:00P.M.

Roll call vote showed 3 members present: Chairman, Sue Lisio (SL), Vice-Chairman, Cindy King (CK) and Clerk, Wayne Miller (WM).

1.2 Pledge of Allegiance.

1.3 SL announced that the meeting is being tape recorded. SL inquired if anyone else would be recording.

1.4 Chairman's Additions or Deletions.

SL moved to add and update for Cable under Selectmen Reports/Updates.

1.5 Public Comment Period

Town Clerk, Kathleen Spofford announced last day to register to vote would be December 3, 2018 and the office would be open from 9:00A.M. to 8:00P.M.

Mrs. Spofford informed the public that dog licenses will be available and the number #1 dog tag contest will begin on December 3, 2018. Mrs. Spofford also informed the Board that on December 4, 2018 the Town Clerk's office will be closed at 4:00PM and reopen at 1:00PM the next day due to a conference.

Laura Dowell, Meadow Road. Mrs. Dowell voiced her concerns regarding an appointment being made to the Conservation Commission and mentioned Ward Clark was in attendance and that he wanted to be considered for appointment.

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

2.1 Consideration of Appointment to the Conservation Commission.

SL stated Ann LeCuyer was submitted for appointment by the Conservation Commission. Mr. Kreidler explained the process used and clarified the charter vacancy filling.

WM moved to appoint Anne LeCuyer to the Conservation Commission for term to expire June 30, 2020. CK seconded. WM would like to follow and be consistent in appointing process. SL would like to tighten up the policy for future use and would like resumes



submitted with the volunteer form and interviews performed. Lance Lewand inquired as to a perceived conflict of interest. SL explained there was no financial gain. Unanimous vote.

- 2.2 Consideration of Appointment of a Wiring Inspector and Alternate Wiring Inspector. WM moved to appoint Daniel Cushion, 8 Merrian Lane, Nashua NH to be wiring inspector effective November 30, 2018. CK seconded. Unanimous vote. JK to send appreciation letter to Bill Choate, whom recently retired.

WM moved to appoint Peter Martin as the alternate inspector of wires effective December 1, 2018. CK seconded Unanimous vote.

- 2.2 Discussion/Update RE: Water Pump Station bridge project  
Mr. Kreidler explained the Board of Water Commissioners did come before the Board for the execution of the contract with some changes. Mr. Kreidler stated it was understood it was for the bridge project, however, it has since come to light the contract was only for the structure itself and delivery. Additional requirement included the removal of the old structure and the new structure being put in place. Mr. Rafuse, Water Superintendent sent a message to Mr. Kreidler stating the contractor had a mishap while installing the structure; stating one of the wheels went through the decking and some of the structure suffered damage. Discussion included: Contractor be required to have an engineer repair and stamp a plan, Counsel's opinion being the best course of action is to have stamped engineer plan and having the manufacture inspect the bridge with suggestions for repair.

Paul Rafuse, Water Superintendent later informed Jim at a later date that he would call the manufacturer and ask them to come inspect the bridge and suggest how to repair. Mr. Kreidler read Mr. Rafuse's response from a text message into the record:

"It doesn't look like my Commissioners can make it. In summary myself, our engineer, Paragon, and Gray Shepherd are working together to get this resolved as quickly as possible. Right now, so Paragon will honor their warranty they are requiring that sub-decking be removed (which I totally agree with) to fully assess the rest of the structure for additional damage or conclude that the damage is confined to the one particular area. Then Paragon can provide us an accurate quote for the repairs. Gary said he can remove the sub-decking and will perform any repairs in accordance to any plans Paragon designs if they don't require their people to do it. We've conveyed to Paragon that time is of the essence to get the repairs done because although we've been getting by heating the pump station with propane heaters we need whatever repairs done to finish the bridge so we can have Unitil come back and stall a new gas service that will be attached to the bridge".

Mr. Kreidler informed the Board, the manufacture, Paragon, has not provided a response as of today and questions regarding who is to stamp the engineered plan and what the expense would be and who would be responsible still remain.



Reminder: December 4<sup>th</sup> is the tax levy hearing.

- 5.4 WM moved to review and sign the bills payable warrants outside of the meeting. CK seconded. Unanimous vote

The Board tabled the executive session.

VI. EXECUTIVE SESSION- VOTES MAY BE TAKEN

Executive Session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares. RE: Clerical, Fire, Supervisors and Police Union.

VII. ADJOURNMENT:

WM moved to adjourn at 7:40P.M. CK seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

*Voted to approve the meeting minutes for the meeting of November 27, 2018, by the Board of Selectmen this \_\_\_\_\_ day of \_\_\_\_\_, 2018*

