



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

Sue Lisio, *Chairman*

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*

James M. Kreidler, Jr.,
Town Administrator

(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR JULY 16, 2019 AT 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

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

Roll call vote showed two members present and one member absent: Chairman
Sue Lisio (SL) and Clerk Don Klein (DK)
Absent: Wayne Miller (WM)

1.2 Pledge of Allegiance

1.3 Chairman's Additions or Deletions.

SL moved to add items under announcements and 3.4 for a Road Opening Permit for the
Highway Superintendent.

1.4 Public Comment Period - None.

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

2.1 DK moved to appoint Alan D. Ventura to the Council on Aging for a term effective July
16, 2019 to June 30, 2020. SL seconded. Unanimous vote.

2.2 DK moved to appoint Joan Wotkowicz as the Representative for Townsend to the Wild &
Scenic Rivers Stewardship Council. SL seconded. Unanimous vote.

2.3 Discuss/Appoint a Member or Representative of the Board of Selectmen to the Joint
Transportation Committee for a one-year term effective July 1, 2019 to June 30, 2020.

Mr. Kreidler explained MJTC is a subcommittee of MRPC which helps to put together the
TIP for MassDOT. SL moved to appoint DK as the Board Representative for a one-year
term effective July 1, 2019 to June 30, 2019. DK seconded. Unanimous vote.

2.4 DK moved to appoint Edward Coffin as a full-time Police Officer for the Townsend Police
Department effective July 29, 2019 to June 30, 2020 with a one-year probationary period
contingent upon the passing of a pre-placement medical exam and background check. SL
seconded. Unanimous vote.

2.5 Discuss/Appoint an Interim Water Superintendent.

Mr. Kreidler stated he was authorized by the Board at the last meeting to work with the
Water Commissioners to find Interim Services while Mr. Rafuse is out. Mr. Kreidler stated

the Water Commissioners are recommending the Board appoint Tom Orcutt, who is the current Water Superintendent in Groton. Mr. Kreidler recommended the Board appoint Mr. Orcutt for an eight week term and if he's still needed, Mr. Orcutt would take the matter up with his Board in Groton.

DK moved to appoint Tom Orcutt to the Interim Water Superintendent as recommended by the Water Commissioners. SL seconded. Unanimous vote.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Approve/Sign a Road Opening Permit for Unitil, RE: 373 Main Street new gas installation.

The Board reviewed the permit (please see attached). DK moved to approve and sign a road opening permit for Unitil at 373 Main Street for a new installation. SL seconded. Unanimous vote.

- 3.2 Approve/Authorize a three year agreement in the amount of \$21,300.00 annually with CM Geeks, Inc. with a flat rate of \$90.00 per hour on an as-needed bases for technical support and/or consultation for IT Support Services for the Townsend Police & Fire Department.

The Board reviewed the proposal (please see attached). DK moved to approve and authorize a three year agreement in the amount of \$21,300.00 annually with CM Geeks, Inc. with a flat rate of \$90.00 per hour on an as-needed bases for technical support and/or consultation for IT Support Services for the Townsend Police & Fire Department. SL seconded. Mr. Kreidler clarified this was for specialized software and needs of police and fire. Unanimous vote.

- 3.3 Discussion regarding presentation/training from Town Counsel on August 27, 2019.

SL explained what the training entailed and further discussion outlining notification to employees and board/committee meetings. SL would like light refreshments to be served.

- 3.4 Review/Approve Road Opening Permit (added under the Chairman's additions and deletions) DK moved to approve the road opening permit for use Cable for work being done on Scales Lane. SL seconded. Unanimous vote.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and report.

4.1.1 **Personnel Updates:**

Authorize Lyndsey Butler to attend the MMA Suffolk Certificate Program for Local Government Leadership and Management.

Recruitment updates: Maintenance Technician, Municipal Custodian, Grant Writer, Townsend Housing Authority Admin Support.

DK moved to authorize Lyndsey Butler to attend the MMA Suffolk Certification program for local government leadership and management. SL seconded. Unanimous vote.

Mr. Kreidler gave an update for the personnel recruitment advertising. Mr. Kreidler inform the Board there's a currently employee interested in the Housing Authority Admin position.

4.1.2 General Updates:

Status of the HVAC issues on the Library/Senior Center.

Mr. Kreidler advised Mr. Mercurio is working with the Energy Committee for a full assessment. SL would like a timeline for completion of the assessments. SL requested a date be defined for the completion of the report from the third party vendor.

Status for cable contract enforcement.

Mr. Kreidler spoke with Counsel regarding the status. Town Counsel reported that Comcast has the letter and she would be following up with them. SL asked another update be provided at the next meeting.

Status of IT updates and training.

Mr. Kreidler informed the video is still scheduled for August 18, 2019 and the overall implementation status: wiring complete for Cem/Parks and Highway and will begin Town Hall next week. Other discussion included the guest internet access will also be included in the upgrade.

Update, RE: Close of FY19 Budget.

The form for transfers is being updated. SL stated she would like a draft of a transfer policy. DK inquired when the auditors would be here. Mr. Kreidler stated they would be in during December.

Status/Update of work to begin with the Collins Institute.

4.1.3 Announcements:

Reminder: Town Counsel office hours are the last Tuesday of each month from 4:00P.M. to 7:00P.M. (July 23, 2019, August 27, 2019, September 24, 2019)

4.1.4 Reminder of Upcoming Trainings:

July 23, 2019 Active Shooter Awareness (All Employees and Board/Committee Members)

August 7, 2019 Boards and Commissions: Know your responsibilities training from the Office of the Inspector General at the Littleton Police Department.

August 27, 2019 Presentation from Town Counsel regarding open meeting law and ethics.

4.2 Board of Selectmen announcements, updates, and reports.

Sue Lisio: Communication plan for Special Election Road debt exclusion question.

SL asked the Board if we should begin to engage in conversations regarding the debt exclusion and getting information out to folks. DK supports the use of a flyers to give direction to folks how to receive the information. Mr. Kreidler agreed to draft out the plan and communication method for an election.

Calendar/Schedule for work sessions.

DK: August 16th is the next work session. SL stated at the last meeting we agreed to view the Board of Selectmen's policies. SL would like the Board to meet prior to the Collins Institute in preparation. DK stated the Board set the time of 10:00A.M. on August 16th from 10:00AM to 1:00PM. SL requested to set another date to meet with the Collins Institute. Mr. Kreidler to get a second date from WM when he returns from vacation. SL first regular meeting would be the first of August.

Calendar/Schedule dates for Union Negotiations. (Clerical, Supervisor, Police, Fire, Highway/Water)

Mr. Kreidler stated the Fire Union is available on the July 23rd & 25th and would to begin and go over the ground rules, etc. DK agreed to meet on both dates if needed.

Selectmen Miller texted Mr. Kreidler during the meeting and stated he could meet on August 23rd or 24th. DK relayed he was on vacation that entire week, however he could meet on Saturday, August 24, 2019.

Shirley Coit, TEMA Director announced there would be a cooling center opened this weekend.

SL informed the Board there's a vacancy for the School Committee due to a recent resignation. DK moved to post for the opening for the North Middlesex School Committee vacancy. SL seconded. Unanimous vote.

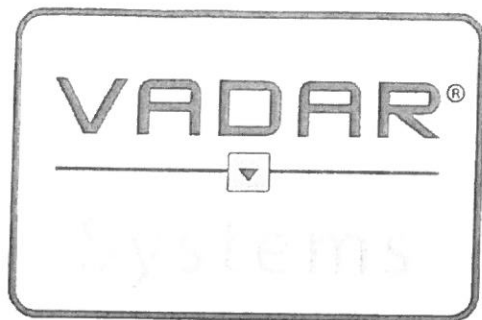
- 4.3 Clerk of the Board announcements for events.
Band Concert July 18, 2019 hosted by the North Middlesex Regional High School Giving Tree.
Reminder of the National Night Out on August 6, 2019.
- 4.4 Board Correspondence.
Review request from Townsend Water Department, RE: Auditor.
- 4.5 DK moved to approve the meeting minutes for May 21, 2019. SL seconded. Unanimous vote.
- 4.6 DK moved to review and sign the payroll and bills payable warrants out of session. SL seconded. Unanimous vote.

V: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

- 5.1 DK moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares, RE: Strategy session for all union negotiations and 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 Chief. The Chair declared. SL seconded. Roll call vote: SL (YES) DK (YES).

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

Voted to approve the meeting minutes for the meeting of July 16, 2019 by the Board of Selectmen this
6th day of *August*, 2019.



20 Main Street, Suite G1
Acton, MA 01720
Phone: (978) 461-5855
Fax: (978) 461-5850
www.vadarsystems.com

June 14, 2019

Laurie Plourde
Town Accountant
Town of Townsend
272 Main Street
Townsend, MA 01469

Dear Laurie,

Attached you will find a copy of the 2019 VADAR® Systems contract with the Municipality of Townsend for Financial Software Application(s). This contract will govern the terms of the products and services being offered to your Municipality by VADAR® for the period of July 1, 2019 through June 30, 2022.

Please sign page 10 of the Master Agreement as well as the last page of the document (Cloud Agreement). Please keep one copy for your records and return a signed copy to me via email at Maribeth-Boudreau@vadarsystems.com.

In order to ensure no disruption to your service and support, please email a signed copy of the contract to me within the next 30 days.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Maribeth Boudreau", is written over a horizontal line.

Maribeth Boudreau
978.461.5875

VADAR®Systems, Inc.

Software Application Agreement

Tax Collection and Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter "VADAR®"), located at 20 Main Street Suite G1, Acton, MA 01720 and the Municipality of Townsend, MA, (hereinafter "the Municipality"), its administrative office located at 272 Main Street, Townsend, MA 01469.

Whereas, the Municipality desires software applications for financial applications (hereafter "Software") and application hosting services (hereafter "Services"); and,

Whereas, VADAR® provides Software and Services, and desires to provide Software and Services to the Municipality.

Now, therefore, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

Definitions

"Documentation" means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR to Municipality under this Agreement.

"Error" means a failure of the Software to perform substantially in accordance with the Documentation.

The "Software" shall mean the current version of VADAR's proprietary relational database Software licensed to Municipality and used by Municipality for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in "Attachment A" attached hereto.

"Confidential Information" shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Municipality in connection with this Agreement, relating to the Disclosing Party's present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The term of this Agreement is for three years from July 1, 2019 to June 30, 2022. VADAR® shall provide Software, Support and Services according to the terms set forth in Exhibits, "Attachment A" and "Attachment B". Assuming neither party is in default, the Parties may renew their agreement at the end of the term for such other terms and under such conditions as the Parties may agree, according to a schedule of mutually acceptable rates and terms.

1.2 Assignment of Municipal Project Manager

Municipality agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter "Project Manager") for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1. Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Municipality, relational database Software according to and in compliance with Massachusetts State Laws for the Municipality's use in connection with the Municipality's processing of tax and financial information. Municipality, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in "Attachment A" attached hereto.

VADAR® shall provide Municipality with software licenses of the Software consistent with the terms set forth in the attached Exhibits, "Attachment A" and "Attachment C". Should Municipality desire to purchase additional Software licenses, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms.

2.2 Software Support

During the term of this Agreement VADAR® shall provide Municipality toll free, telephone technical support of the Software, Monday through Friday, from 8:30 AM to 5:00 PM, Eastern Standard Time.

3.0 Training

Any on-site training time shall be billed according to a schedule of rates and terms in

Attachment A or according to a schedule of rates to be negotiated between VADAR® and municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data

It shall be Municipality's exclusive obligation to provide all necessary, accurate, readable data to VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Municipality. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Municipality's Conversion Responsibilities

Municipality shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Municipality's current software system. Municipality shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships

It is the sole responsibility of Municipality to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Municipality in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Municipality to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data

VADAR® shall perform data conversion and cross validation of received and accepted data files only. Municipality shall troubleshoot file discrepancies, perform any necessary data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Municipality in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance and Indemnification

VADAR® shall be entitled to rely upon all such information, provided by the Municipality, in connection with systems and services to be rendered hereunder. Municipality shall indemnify and hold harmless VADAR® from and against any and all loss, cost, damages, expenses or fees, including reasonable attorney fees, incurred by VADAR® if all or any portion of such information is found to be untrue, incomplete or misleading in any respect.

4.6 Safeguarding Data

Municipality agrees to assume joint responsibility with VADAR® for safeguarding all municipal data records stored within VADAR® Systems applications. Municipality agrees to back-up and store copies of municipal data and will hold harmless VADAR® from all loss, cost, damages, expenses and fees, including reasonable attorney fees, incurred by or due to loss of data caused by municipality's failure to back-up municipal data records.

5.0 Reserved

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Municipality. VADAR® warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the municipality from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the municipality for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Municipality shall pay VADAR® for the products as referred to in Attachment A.

7.2 It is understood that the invoice for the first year's costs include the license and support fee to use the Software, and the invoice for the first year's costs must be paid by Municipality within thirty (30) days of receipt. Failure to pay within thirty days may be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.3 VADAR® shall submit annual invoices for additional years' support and maintenance to the Municipality and the Municipality shall pay those invoices within thirty (30) days of receipt. Failure to pay within thirty days may be considered a default of this Agreement. Failure to cure said default within 15 days may result in termination of this agreement and surrender of all applications to VADAR®.

7.4 In the event of Municipality's default of this Agreement, VADAR® shall be entitled to recover, in addition to the amount due, all reasonable costs of collection, including reasonable attorney's fees.

7.5 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems, Incorporated. Municipality understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Municipality leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street, Suite G1, Acton, MA 01720. The Municipality, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.

8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract

9.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if the Municipality shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Municipality shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Municipality, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Municipality of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Municipality shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Municipality.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 The Municipality agrees and consents that VADAR® has the right to entry to enforce such surrender. In the event of any breach of these provisions by Municipality, Municipality shall be liable for, and agrees to pay, any and all reasonable costs of such enforcement, including reasonable attorney's fees.

10.4 VADAR® agrees and consents upon termination of this Agreement, at Municipality's request, to provide Municipality in a timely fashion electronic and/or hard-copy of all municipal data records stored within the Software. All data stored within the Software remains the property of Municipality and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Municipality and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Municipality's by-laws. In the event of a conflict between a Municipality's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts.

13.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved

15.0 Indemnification

15.1 VADAR® will defend, indemnify and hold harmless Municipality from claims against Municipality that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Municipality promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Municipality shall have the right, at Municipality's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof, VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 Municipality will defend, indemnify and hold harmless VADAR® from any loss, damage, cost or expense VADAR® may incur as a result of the negligence or willful misconduct of Municipality in connection with its performance or failure of performance hereunder or from any claim that Municipality's performance hereunder violates or is contrary to any banking or related law or regulation.

15.3 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

16.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

17.0 Survival

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

18.0 Miscellaneous

18.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

18.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision

19.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law

20.0 Headings

All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

VADAR® Systems, Inc.

Frank Natale
Frank Natale, Chief Executive Officer

DATE: 6/04/15

Witness [Signature]

The Municipality

Laurie Plourde
Laurie Plourde, Town Accountant

DATE: 8-7-19

VADAR@Systems, Inc.

Attachment A

Pricing Proposal

Financial Software Proposal for Townsend, MA

Date: 5/1/2019

Software Licenses & Support Charges:

Property Tax Suite Annual Support \$4,837.58

Quarterly Real Estate Billing & Collection
Quarterly Personal Property Billing & Collection
Patriot Assessing Data Bridge
Municipal Lien Certificate
Motor Vehicle Excise Billing & Collection
Delinquent Real Estate Billing & Collection
Tax Title Billing and Collections
Collector's Receipts Turnover
Abatement/Exemption
Point of Sale

UMAS Town Hall Base Accounting Package
General Ledger/Subsidiary Ledgers
Accounts Payable
Treasurer Receipts
Detailed Budgeting
Custom Report Builder

\$4,837.58

Annual Software & Support Subtotals:

\$9,675.16

VADAR Cloud - Seven (7) Cloud User Accounts:

\$ 5,990.00

Annual GRAND Totals:

\$15,665.16

Additional Notes:

This proposal is reflective of a three (3) year contract from July 1, 2019 through June 30, 2022

No manual data entry included

Each software license, unless otherwise noted, is a single site license for one individual, physical building or location; each single site license contains five (5) client licenses

Approved custom Programming or approved special programming billed on a project basis

VADAR Cloud includes 24/7 secure, remote Internet access to your applications and data from any High-Speed Internet Connection in the world

VADAR Cloud pricing includes remote server monitoring, MS-Office Licenses, Daily Data Backup, Disaster Recovery Services, and Anti-Virus Software

Attachment B

APPLICATION SERVICES PROVISION AGREEMENT - MUNICIPALITY OF TOWNSEND, MA

1. Overview

VADAR is an Application Service Provider, "ASP", that deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility. VADAR will provide Municipality of Townsend, hereafter "End User", with the ASP Services described in Section 2 of this Agreement.

2. Deliverables

Managed Hosted IT Services Overview

The following support services provided under this agreement.

| <i>Services:</i> | |
|--|--|
| Hosted Infrastructure, Management, and Support Components | VADAR Application Delivery via Citrix <ul style="list-style-type: none">▪ End User access to VADAR software via Citrix XenApp▪ Fully Managed Backup and Offsite Replication▪ Anti-Virus, Patch Management and Inventory of Server Infrastructure▪ All Server Software licenses for hosted environment are included and managed by VADAR▪ All Servers and data located in a Secure, Environmentally Controlled Data Center▪ All Servers monitored and supported by VADAR 24x7 |

3. Cost Summary

This project will be conducted on a fixed-price basis. All fees and schedules associated with this statement of work are based on a mutual acceptance of, and commitment to, the Scope of Services, Assumptions, Requirements, and supporting information contained in this Agreement.

| Vadar Systems Total Solution Investment Includes: | | |
|--|-------------------------------|------------------------|
| Base Fee: | Cost per user per year | Number of users |
| MS Office Pro (Access, Excel & Word); Basic Services For VADAR Fund Accounting and Property Tax Suites | Attachment A | Attachment A |
| Total Yearly Fee | Attachment A | |

***Please note that these costs are already contained in Attachment A and are NOT in addition to the costs outlined in Attachment A**

****Additional users are priced at \$990 per user account per year**

4. Assumptions

- In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with End User. End User shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.

- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to End User for approval.
- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.
- Printers are not covered in this support agreement; however, printer support at the OS and print queue level will be provided

5. Terms and Conditions

THIS APPLICATION SERVICES PROVISION AGREEMENT (this "Agreement") is entered into and made effective on July 1, 2019, between VADAR Systems, Inc. ("VADAR") , a Massachusetts Corporation located at 20 Main Street, Suite G1, Acton, MA 01720, and the Municipality of Townsend, MA ("End User") located at 272 Main St., Townsend, MA 01469.

WHEREAS VADAR is an Application Service Provider and deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility (the "ASP Services"); and,

WHEREAS End User desires to subscribe for the ASP Services and software applications (the "Software Applications") as set forth in Section 3 which is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

By accepting this Statement of Work ("Agreement"), End User agrees to be bound by the following terms and conditions:

The term of this Agreement for VADAR's Hosted Solution is for three (3) year(s) from July 1, 2019 to June 30, 2022. Should End User believe that VADAR is in material breach of it's obligations under this Agreement, End User shall notify VADAR in writing within 10 days of the date End User first has such belief. Upon receipt of such notification, VADAR shall have 30 days to cure such breach. If VADAR fails to cure a material breach within 30 days of notification by End User, then End User may terminate this Agreement by providing a 30 day notice with no termination fee beyond the 30 day period. Termination of this Agreement prior to the end of the Initial Term by End User for reasons other than VADAR's material breach of this Agreement, shall obligate End User to pay upon early termination of this Agreement an early termination fee equal to the remainder of contract term at the stated monthly minimum amount identified in Section 3, Cost Summary.

Recommendations on Laptops and Desktops:

Laptops and Desktops are recommended to meet the following minimum requirements:

- Pentium IV Processor
- 1 GB of RAM
- 40GB Hard Drive
- Current Warranty with Manufacturer
- Windows 7

If any of these requirements are not met, VADAR reserves the right to charge End User hourly for any services performed in conjunction with each computer and end user.

ASP End User Helpdesk Support Restrictions:

End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:

Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Therefore, to efficiently support its clients, VADAR can only support HP Laser printers in a terminal services configuration.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Fees and Payment Terms:

- a. Fees: The fees for the ASP Services shall be as set forth in Section 3 of this agreement. Fees for Additional ASP Services or Related Services shall be as mutually agreed to by the parties and set forth in writing.
- b. Billing and Payment Terms. VADAR will invoice End User for the ASP services annually. Within thirty (30) days of receipt of each invoice, End User will pay to VADAR the entire amount due in United States currency.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include daily and weekly backups of End User data provided under this Agreement. Any backups of on premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention per client:

- Base Full backup
- All Monthly Incremental backups (Monthly retention will be defined by storage availability on the BDR)
- Five weekly Incremental backups
- Fourteen daily incremental backups
- Three days of intra-daily incremental backups
- Offsite backups are current Image. With Current Image, all incremental files are collapsed back into the Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the Current Image VADAR is able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed no more than four (4) times per year. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server. VADAR cannot guarantee provisioned storage will be adequate for every client's growth needs. End User may incur additional charges if storage requirements outpace storage provided in onsite hardware.

Additions to Services:

From time to time End User may expand or contract for different levels of services. VADAR will audit use of services at least monthly and adjust billing for any and all items as needed. VADAR will consider the addition or subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorate basis as needed.

System Availability:

VADAR's availability goal is 98% uptime and is measured in a 365 day year calendar. "Downtime" is defined as the End User's inability to connect either to VADAR's core router, or VADAR's core firewall due to a failure by a VADAR owned and managed component.

Exclusions:

- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has a regular weekly maintenance downtime window utilized for system patching and maintenance.

- **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay, materially interfere with or render impossible the provision by VADAR of some or all of the Services.
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of End User's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of End User's power source and/or power supply; (c) any changes or modifications made to End User's operating system, environment, or equipment, other than those made by VADAR or its agents; (d) any unauthorized access to End User's computing systems; (e) End User's failure to perform its obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

Confidential Information.

- Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not use for its own account or the account of any third party (except as required by law), any of the other party's Confidential Information or, disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by a non-disclosure obligations at least as strict as the obligations contained herein) and will take reasonable precautions to protect the confidentiality of such information. "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, business data and processes, strategies, methods and/or practices; (iii) any and all information which is governed by any now-existing or future non-disclosure agreement between the parties; and (iv) any other information relating to either party which is not generally known to the public, including information about either party's personnel, products, customers, finances, marketing strategies, services, or future business plans. The parties may specifically designate certain information as being Confidential Information whether by marking the information "confidential" or otherwise, however, information not so marked and which falls within the scope of this Section shall be treated as Confidential. Unless otherwise provided in this Agreement, upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party.
- **Exceptions.** Information is not Confidential Information if it (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known to the receiving party directly or indirectly from a source other than the disclosing party or a person having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving party.

6. Engagement Agreement

The signatures below indicate End User's and VADAR's understanding of and agreement to the deliverables, assumptions, risks, billing estimates, and expenses and terms identified in this Agreement.

| End User | VADAR |
|---------------------------------|-----------------------------|
| Name: <i>Lauri Plourde</i> | Name: Francis J. Natale |
| Signature: <i>Lauri Plourde</i> | Signature: <i>FJ Natale</i> |
| Title: <i>Town Accountant</i> | Title: CEO & Chairman |
| Date: <i>8-7-19</i> | Date: <i>6/11/15</i> |



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

RECEIVED

JUL 09 2019

BOARD OF SELECTMEN

Michael MacEachern, Chairman

Nathan Mattila, Vice Chairman

Todd Melanson, Clerk

Paul L. Rafuse,
Water Superintendent

(978) 597-2212
water@townsend.ma.us

July 2, 2019

Board of Selectmen
272 Main St
Townsend Ma 01469

Dear Board Members:

The Water Department respectfully request the courtesy of a physical visit from the Town's financial auditors during the next Fiscal 19 audit process.

Thank you for your attention to this matter.

Sincerely,

Paul Rafuse
Superintendent

Cc: Lauri Plourde, Town Accountant
Anna Noyes, Treasurer/Collector



RECEIVED

Date received APR 03 2019

BOARD OF SELECTMEN

VOLUNTEER RESPONSE FORM

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

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

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

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

Name: Joan Wotkowicz

Phone (413) 743-5450 email joan@sebringdesign.com

Address: 20 School St. Townsend

Occupation: Technical writer/proposal writer

Amount of time available (per week/per month): Varies (retired)

Background/Experience Informal member of Wild & Scenic Rivers

Study Committee and editor of Stewardship Plan, (continued below)

PLEASE LIST YOUR PREFERENCE FOR CONSIDERATION OF
APPOINTMENT TO A BOARD/COMMITTEE HERE.

1. Wild & Scenic Rivers Stewardship Council

2. _____

3. _____

board of directors of the Nashua River Watershed Association,
board of directors of Squannacook Greenways, Inc., former water
quality monitor and lab analyst, avid paddler

Updated: 7/22/13

3.4

TOWN OF TOWNSEND
Highway Department
177 Main Street
Townsend, Massachusetts 01469
Tel: (978) 597-1712
Fax: (978) 597-0726

ROAD OPENING PERMIT APPLICATION
FOR EXCAVATION IN PUBLIC WAYS

Date: 7/3/19

Permit #: 1-20CA

APPLICANT: (Complete this section only if different than Contractor performing the work)

Name: _____

Address: _____

Telephone # _____ Fax # _____

Contact Person (if different from name listed above)

CONTRACTOR:

Name: Eustis Cable Ent.

Address: 513 Donald st
Bedford NH

Telephone # 603 456 8706 Fax # _____

Contact Person (if different from the name listed above): John Farnum

Name of person performing the excavation (if different from name listed above)

Name of competent person to be at the worksite (as defined by 520 CMR 14.02)

Massachusetts Hoisting Equipment License Information;

License Number: HE-174141

Grade: HE-1C HE-2A

Expiration Date: 01/01/20

Name and contact information of insurer (a valid, current certificate of insurance must be attached);

DETAILS OF EXCAVATION

Exact Location of Excavation – Street: Scales Ln (Side of Road)
House Number: _____ to _____

Scope of Work:

Attached

Length of Cut: 960' Depth of Cut: 2'

Start Date: 7/5/19 Estimated Working Days: 30

NOTIFICATION DATES:

Dig Safe: 2019-250 4077

Detail Officer Required: Yes _____ No ☒

Highway Superintendent: James O Smith

Date: 7-15-19

Board of Selectmen: ☒ Steve Lisio

☒ Donald E. Klen

Date: _____

Fee Received: \$100.00

Check #: 352

NOTE: Application must be completed and submitted to the Highway Department no less than 48 hours before work begins.



RICHARD B. BAILEY
CHIEF OF POLICE

TOWNSEND POLICE DEPARTMENT

70 BROOKLINE STREET • TOWNSEND, MASSACHUSETTS 01469

TEL. 978-597-6214 FAX. 978-597-2176

DATE: July 3, 2019

TO: James M. Kreidler, Jr. – Town Administrator
Board of Selectmen

FROM: James Sartell
Deputy Chief of Police

RE: Request to Appoint Edward Coffin Probationary Full-Time Police Officer

Dear Mr. Kreidler and Board of Selectmen:

On February 5, 2018 we posted a job announcement for both full-time and reserve patrol officers. The application deadline was March 5, 2018.

After a substantial testing/vetting process and careful consideration of the applicants remaining in the process, I am requesting the appointment of Edward Coffin for the position of Probationary Police Officer effective July 29, 2019. Mr. Coffin is reserve academy trained, will begin field training immediately upon hire and will be enrolled in the next available academy. We anticipate a July 29, 2019 hire date.

If you have any questions or concerns, please feel free to contact me. Thank you in advance for your considerations in these matters.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Sartell", is written over the typed name.

James Sartell
Deputy Chief of Police

Cc: Appointment file

To: Board of Selectmen

James Kreidler, Town Administrator

From: Lyndsy Butler, Land Use Coordinator

Date: June 17, 2019

Re: MMA Suffolk Certificate

DATE FIDA: () yes () no
V. Chene OK
RECEIVED

JUN 21 2019

BOARD OF SELECTMEN

I would like to ask the Board of Selectmen and the Town of Townsend to support my acceptance and attendance to the Massachusetts Municipal Association's Certificate in Local Government Leadership and Management program through Suffolk University. I had applied to the program in April and was fortunate to have been chosen as this is a competitive program. I was informed that two previous town employees had attended the program at the expense of the town and I would like to ask to be rewarded with the same treatment.

The Supervisor's Collective Bargaining Agreement and the Town's Personnel Policies and Procedures emphasize, allow and expect employees to continually improve existing skills and develop new ones, acquiring new knowledge and increase their overall competence. Most importantly, investing, supporting and encouraging employees to learn and develop new skills helps retain good employees. Employers who are willing to invest in their employees will attract and keep great employees by building loyalty and increase their reputation as a good employer.

There are funds available in the Land Use Wages account to cover the cost of the course as the position was vacant for some period.

I thank you again for your consideration.

Best regards,

Lyndsy Butler

Land Use Coordinator

Invoice No. 115370

INVOICE

Ordered By: Lyndsy Butler
Conservation Administrator
Town of Townsend
272 Main St.
Townsend, MA 01469

| | | | | | |
|-----------------|---|------------|----------------|------------------|--------------|
| Account No. | Purchase Order No. | Order Date | Order Number | Terms | Invoice Date |
| 10299 | | 5/21/2019 | 22921 | Due Upon Receipt | 5/23/2019 |
| Qty | Description | Unit Price | Extended Price | | |
| 1 | MMA/Suffolk Certificate, Fall 2019-2020 Littleton 9/9/2019 - 5/26/2020 MMASU19LIT/MMASU17 MMA/Suffolk Cert., | 2,500.00 | 2,500.00 | | |
| Line Item Total | Other | Tax | Subtotal | Amount Received | Amount Due |
| 2,500.00 | | | 2,500.00 | | 2,500.00 |

Lyndsy Butler

From: Lyndsy Butler <lbutler@townsend.ma.us>
Sent: Tuesday, May 14, 2019 2:25 PM
To: 'lyndsy.haven@yahoo.com'
Subject: FW: MMA-Suffolk Certificate in Local Government, Littleton: congratulations!

From: Katie McCue [mailto:kmccue@mma.org]
Sent: Monday, May 13, 2019 3:13 PM
To: Katie McCue <kmccue@mma.org>
Subject: MMA-Suffolk Certificate in Local Government, Littleton: congratulations!

Congratulations! I am pleased to inform you that you have been **admitted** to the Certificate in Local Government Leadership and Management program sponsored by the Massachusetts Municipal Association and Suffolk University in Littleton starting in September 2019. This was a very competitive applicant pool with far more applicants than available spots. Your application stood out for us and we are very pleased to offer you the opportunity to participate.

We have a significant wait list for the program. If you **do not intend to participate, please let me know by Friday, May 31st**. If I do not hear from you by then you will be included as part of the Littleton 2019-2020 program.

Invoices will be emailed the week of **June 3rd** and tuition is due before **July 31st**.

As we get closer to the start of the program, you will receive additional information and details from both me and from Suffolk University. Classes begin on **Friday, September 13 and will be held at the Littleton Police Station at 500 Great Rd**. The first class starts 30 minutes early at 8:30 a.m. with a light breakfast and orientation.

Again, congratulations, and I hope you find this program to be an exciting, enriching, and worthwhile experience. I look forward to seeing you in September.

Best,

Katie

Katie McCue
Director of Administration and Finance



One Winthrop Square
Boston, MA 02110
617-426-7272 x111

617-695-1314 fax

kmccue@mma.org | www.mma.org

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Like us on Facebook: [massmunicipal](https://www.facebook.com/massmunicipal)



Office of the Inspector General

Commonwealth of Massachusetts

Greetings from the MCPPO Program!

We will be presenting our ***Boards and Commissions: Know Your Responsibilities*** training in Springfield on July 16, 2019 and Littleton on August 7, 2019.

This three-hour training is essential for every member of a public governing board, as well as for public officials who regularly interact with public boards.

Topics covered:

Fiduciary duties and responsibilities
Preventing and detecting fraud, waste and abuse
Ethics requirements for members of boards and commissions
Fraud Awareness Public Records Law
Tools for effective oversight
Open Meeting Law

What: Boards and Commissions: Know Your Responsibilities training

When: Tuesday, July 16, 2019
Where: Pioneer Valley Planning
Commission
60 Congress Street,
Springfield, MA 01140
Time: 9 a.m. - Noon
Cost: Free

When: Wednesday, August 7, 2019
Where: Town of Littleton Police
Department
500 Great Road
Littleton, MA 01460
Time: 6 p.m. - 9 p.m.
Cost: Free

If you are interested in attending, please download, complete and email the registration form to the MCPPO training email at MA-IGO-Training@state.ma.us.

Registration form link: <https://www.mass.gov/how-to/register-for-an-mcppo-class>.

If you have any questions, please contact us at MA-IGO-Training@state.ma.us. We hope to see you in class.

MCPPO Class Schedule



Follow us on Twitter



Connect to us on LinkedIn



Visit us online at mass.gov/ig



Email us at MA-IGO-General-Mail@state.ma.us

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Our mailing address is:

Office of the Inspector General
One Ashburton Place
Room 1311
Boston MA, 02108

The North Middlesex Regional High School Giving Tree will host the lawn party at the Townsend Military Band's Thursday, July 18th, concert on the Townsend Common. The Giving Tree is a non-profit program run by high school students to assist families experiencing serious financial difficulties in Ashby, Pepperell, and Townsend by providing a joyful holiday season for their children. The Giving Tree program annually sponsors 300 boys and girls ranging in age from infancy through age 18. They are provided with toys and clothes for the holidays addressing both their needs and wants. In addition to holiday gifts, the organization collects funds for fuel assistance and food baskets for local families in need.

The Giving Tree group will be selling hamburgers, hot dogs, veggie burgers, and cheeseburgers to raise funds to support their program. The students will also be offering ice cream floats, assorted sodas, juices, and bottled water for sale. Individually wrapped homemade baked goods will be featured at the bake sale table.

Youngsters attending the lawn party may go in the bounce house and win prizes by playing games such as corn hole, ring toss, and the lollipop tree.

The Giving Tree group will have a table set up on the Common with information about their program.

The Townsend Military Band will open its concert at 7:30 p.m. by playing "The Billboard March" by Klover and Brown's arrangement of "Highlights from Jersey Boys". "Begin the Beguine" by Shaw, Yoder's arrangement of "Camelot", and King's "Aviation Tournament March" will be performed. Bocook's arrangement of "Pirates of the Caribbean: At World's End", "The Beatles: Love words and music" arranged by Bocook, and Hall's "American Cadet March" will be included in the first portion of the program.

Hildreth's arrangement of the "Our Director March" will be played following intermission. "Flourish for Wind Band" by Vaughan Williams and Holst's "First Suite in Eb Opus 28 No. 1" will be performed before the Townsend Military Band concludes its concert at 9:30 by playing the "Star Spangled Banner".



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

Sue Lisio, *Chairman*

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*

James M. Kreidler, Jr.,

(978) 597-1701

Town Administrator

SELECTMEN'S MEETING MINUTES FOR MAY 21, 2019 AT 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
 - 1.1 SL called the meeting to order at 6:00P.M.
Roll call vote taken showed 3 members present, Chairman Sue Lisio (SL), Vice-Chairman Wayne Miller (WM) and Clerk Don Klein (DK).
 - 1.2 Pledge of Allegiance
 - 1.3 Chairman's Additions or Deletions - None.
 - 1.4 Public Comment Period - None.
- II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:
 - 2.1 DK moved to appoint Alex Chamoun to the Recreation Commission effective May 20, 2019 for the Summer Recreation Program contingent upon the passing of a medical exam and CORI check. WM seconded. Unanimous vote.
 - 2.2 DK appoint Kevin Smith to the Town Properties Committee effective May 21, 2019 to February 29, 2020. WM seconded. Unanimous vote.
 - 2.3 DK moved to appoint Dennis Murphy to the American Flag Committee effective May 21, 2019 to June 30, 2020. WM seconded. Unanimous vote.
- III. MEETING BUSINESS - VOTES MAY BE TAKEN:
 - 3.1 Certificate of Appreciation acknowledgement from the Nashua River Wild & Scenic Study Committee.

DK read the certificate of appreciation, (please see attached).
 - 3.2 DK moved to approve and sign the following one-day special licenses for Paul Martin, V.F.W. Post #6538, 491A Main Street for as listed on the agenda.
 - In conjunction with a Birthday Party on August 3, 2019 with sale hours from 5:00P.M. to 9:00P.M.
 - In conjunction with a Wedding on August 10, 2019 with sale hours from 12:00P.M. to 5:00P.M.
 - In conjunction with a 25th Wedding Anniversary on August 25, 2019 with sale hours from 1:00P.M. to 5:00P.M.
 - In conjunction with a Bridal Shower on August 24, 2019 with sale hours from 11:00A.M. to 3:00P.M.
 - In conjunction with a Birthday Party on September 28, 2019 with sale hours from 11:30A.M. to 3:30P.M.

WM seconded. Unanimous vote.

3.3 Discussion, RE: Priority list and work sessions.

SL asked the Board if they reviewed her list (please see attached). Mr. Kreidler asked the Grant Administrator position be kept on the list and moving forward. The Board agreed IT systems and updates should be first priority. Mr. Kreidler informed the Board he had the final RFP for HR Consultants, the TA memorandum for a wage increase, copy of the Town Accountant contract noting those items can come off the list. Mr. Kreidler informed the Board; an email was sent to Keith Turgeon for update on fields, Nashoba Communications audit is in and will be put in the Selectmen's mail for review and gave an update on the hiring of a Conservation Admin. SL clarified several items for contract negotiations and raises, the Town Administrator job description all to be updated on the list SL provided (see attached). SL policy issues that need to be discussed and asked the Board members to consider having a work session once a month. The Board reviewed their schedule: the Board agreed to meet on the second Monday of each month for work sessions.

3.3.1 Board of Selectmen Meeting and Workshop Schedule.

See above.

3.4 Discussion Town Meeting, RE: Charter requirement for attendance of Boards/Committees/Commissions.

SL read the portion of the charter into the record regarding attendance (see attached). Mr. Kreidler to send a reminder memorandum out to all the Boards/Committees.

3.5 Review/Approve/Sign a proposal for engineering and construction services amendment No. 1/West Meadow Road Water Main Replacement.

Mr. Kreidler informed the Board Counsel has not received the insurance requirement from the Contractor. SL asked to table 3.5 & 3.6 until approval from Counsel is received. DK noted the amendment reflected Meadow Road. SL asked they be placed on the 5.28.19 meeting.

3.6 ~~Review/Approve/Sign a proposal for engineering and construction services amendment No. 1/Main Street Water Main Replacement.~~

3.7 Review/Approve a change order in the amount of \$6,000.00 for additional bridge repairs.

The Board reviewed the change order (please see attached). DK moved to approve the change order in the amount of \$6,000.00 for the additional bridge work for the Main Street Pump Station Access. WM seconded. Unanimous vote. WM asked why there was no contingencies built into the contract. Mr. Kreidler explained the history of the project.

3.8 Discussion/Vote, RE: Selectmen involvement in Union Contract Negotiations.

SL asked DK and WM if they would like to be involved in the union negotiations. SL explained previously she was voted to be Selectmen's Representative in the contract negotiations. DK stated he would like to be involved as well. Mr. Kreidler strongly recommended a quorum not be present in negotiations as it would bind the Board during the process. DK stated he would like to be involved in the public safety negotiations. SL moved to have DK be the Selectmen's Representative for Public Safety negotiations to include, Fire, EMT, Police and Highway. WM seconded. Unanimous vote.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and report.
 - Update on Community Compact application with timeline, RE: Personnel Polices. The grant application is due on August 15, 2019. The RFP has been sent out and the appropriation will be used to fund the first part of the process.
 - Update on progress of approved goals.

SL suggested reviewing/discussing at the second work session.
- 4.2 Board of Selectmen announcements, updates, and reports.
 - Special Town Election scheduled.

After discussion of the email from Town Counsel regarding the election; DK moved to set June 18th as the date for the Special Town Election for the debt exclusion contingent upon confirmation from Town Counsel it is compliant with the law. WM seconded. Unanimous vote.

 - Vacancy on Board of Health.

SL announced the Board of Health is looking for volunteers.
- 4.3 Clerk of the Board announcements for events.

DK read the Memorial Day events (please see attached).
- 4.4 Board Correspondence.
 - Discussion regarding marijuana text messages.

SL stated some residents did receive text messages and they voiced concern. SL explained it was a private company and not the town. WM stated a flier with the town seal was also presented and stated this was not from the town.
 - Unutil Tree Plantings.

SL asked Mr. Kreidler to get a report from Unutil regarding the plantings.
 - Land Use Coordinator position.

SL informed the Board that a resident voiced concern that the Land Use Coordinator position had changed to a Land Use Administrator position. SL stated there was an error in the budget book that reflected the word Administrator, however the position has not changed.
- 4.5 Review/Approve the meeting minutes for March 5, 2019, March 7, 2019, March 19, 2019, March 26, 2019, March 28, 2019, April 2, 2019 - Session 1, April 2, 2019 - Session 2, April 8, 2019, April 18, 2019 - Session 1, April 18, 2019 - Session 2, April 23, 2019, April 24, 2019 and May 7, 2019.

SL asked to hold March 5th and April 18th (session 1) for further review. WM moved to approve March 7, 2019, March 19, 2019, March 26, 2019, March 28, 2019, April 2, 2019 - Session 1, April 2, 2019 - Session 2, April 8, 2019, April 18, 2019 - Session 2, April 23, 2019. SL seconded. DK abstained. Unanimous vote/

DK moved to the meeting minutes for April 24, 2019. WM seconded. Unanimous vote.

WM moved to approve the meeting minutes for May 7, 2019. SL seconded. DK abstained. Unanimous vote.
- 4.6 DK moved to review and sign the payroll and bills payable warrants out of session. WM seconded. Unanimous vote.

V: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

DK moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(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: Town Accountant, 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, (SL declared) RE: Clerical Union 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, (SL declared) RE: Strategy session for all union negotiations and to adjourn from executive session. WM seconded Roll call vote: SL (YES), DK (YES), and WM (YES).

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

Voted to approve the meeting minutes for the meeting of May 21, 2019 by the Board of Selectmen this
_____day of _____, 2019.