



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

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
 - 1.1 SL opened the meeting to order at 6:00 P.M.
Roll call vote taken showed: Chairman Sue Lisio (SL), Vice-Chairman Wayne Miller (WM), and Clerk Don Klein (DK)
 - 1.2 Pledge of Allegiance
 - 1.3 Announce the meeting is being tape recorded.
 - 1.3 Chairman's Additions or Deletions.
 - 1.4 Public Comment Period - No Comments
- II. MEETING BUSINESS - VOTES MAY BE TAKEN:
 - 2.1 Discussion/Vote to set date for the Special Town Election.
Kathy Spofford, Town Clerk was present to discuss date for the Special Town Election. SL would prefer a Saturday. October 19, 2019 from 8AM - 4PM. WM moves to hold the Special Town Election on October 19, 2019. DK seconded. Unanimous vote.
 - 2.1.1 Review/Discuss ideas for getting information out to the voters
Bulk mail and electronic mail will be used to distribute the pavement management plan brochure. Information will be added to the town website as well. Town meeting articles will be added to the town site. FAQ sheet and live tax calculator will be added. Events and opportunities will be added to the calendar.
 - 2.2 Review/Approve/Vote SOG #ADM 19-008, Awards Program for Fire-EMS Department.
WM moved to approve SOG #ADM 19-008. SL seconded. DK abstained.
 - 2.3 Review/Approve/Vote SOG #EMS16-006, EMS Continuous Service for Quality Improvement for the Fire-EMS Department.
DK moved to approve SOG #EMS16-006. WM seconded. Unanimous vote.
 - 2.4 Review/Approve/Vote SOG #EMS 19-007, Exposure Control Program for the Fire-EMS Department.
DK moved to approve SOG #EMS 19-007. WM seconded. Unanimous vote.
 - 2.5 Review/Approve/Vote/Sign a contract and agreement addendum between Underwater Solutions, Inc., and the town of Townsend, RE: Inspection and interior cleaning of the Highland Street & Fitchburg Road water storage tanks.

DK moved to approve and sign out of session, with the approval of town counsel, a contract and agreement addendum between Underwater Solutions, Inc., and the town of Townsend. WM seconded. Unanimous vote.

- 2.6 Review/Approve/Sign second reading of policy, #04-2019 Audit Committee.
DK moved to approve and sign out of secession policy #04-2019 Audit Committee. WM seconded. Unanimous vote.
- 2.7 ~~Review/Discuss/first reading of policy #05-2019 Contract Procedures~~
SL had some questions and would like to work on the policy. SL tabled until the next meeting.
- 2.8 Review/Approve/first reading of policy #06-2019 Weapons in Public Buildings
DK moved to accept policy #06-2019 with noted edits. WM seconded. Unanimous vote.
- 2.9 Review/Approve/first reading of policy #07-2019 Dogs in Public Buildings
Edited to include all animals, not just dogs.
DK moved to approve policy #07-2019 with noted changes. WM seconded. Unanimous.
- 2.10 ~~Review/Approve/first reading of policy #08-2019 Board of Selectmen Direct Report Evaluations~~
SL tabled for further discussion.
- 2.11 Review/Approve/first reading of edits to policy #16-18 Board of Selectmen Agenda Procedures
SL would like to add a section that would allow the Chair to make changes to the agenda.
DK moved to approve policy #16-18 Board of Selectmen Agenda Procedures with noted edits. WM seconded. Unanimous.
- 2.12 Authorize Chairman to sort and segregate policies in advance of Collins Center meeting
DK moved to authorize Chairman to sort and segregate policies in advance of Collins Center meeting. WM seconded. Unanimous vote.

III. WORK SESSION - VOTES MAY BE TAKEN:

- 3.1 Town Administrator updates and report.
 - 3.1.1 Recommendation for improving and streamlining the payroll process
Accountant and Treasurer recommend using Harpers option 1. (see attached) Electronic time sheets with clock in/out feature. Service fee of \$2.95 per active employee per month, 155 active employees, with a yearly expense of \$5,487. SL stated it would be implemented after the funds were approved at town meeting.
DK moved to support required action for time and attendance payroll system. WM seconded. Unanimous.
 - 3.1.2 ~~Solar Net Metering Credit Update~~
 - 3.1.3 Set date for work session with the Collins Center
The Board agreed to schedule for October 10, 2019
 - 3.1.4 Green Communities Annual Report Assistance Grant
Received solicitation for grant opportunity. Townsend is designated a Green Community and we are required to file an annual report. MRPC has assisted in the past and would like to seek assistance for this year's report.
DK moved to authorize Town Administrator to seek the DOER grant for Green Communities report assistance. WM seconded. Unanimous.

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

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

**Report of the Town Administrator
September 3, 2019**

1. Personnel Updates-

- a. Time and Attendance Payroll Recommendation- After a great deal of discussion with both our Treasurer Collector Anna Noyes and our Town Accountant Laurie Plourde, it is our recommendation that we implement Harper's Option 1: HP WebTime and Attendance Software Program. This program includes browser based access for all employees, clock in and out, electronic timesheet submissions, supervisors review/edit/approve and direct upload into the payroll program.

In departments where employees do not regularly utilize a computer there will be one designated terminal for the sole purpose of "punching in and out" each day.

The cost of this program is a monthly service fee of \$2.95 per active employee per month. We have 155 active employees which would put the yearly expense at \$5,487.

It is our recommendation that we seek to fund this plan on a pro-rated share, at the special town meeting and that we implement it directly thereafter once our bargaining obligations, to the extent that they may exist, are completed.

Board Action Requested- A vote of support if it is your wish.

- b. Personnel Administration Project- The consultant can meet with the Board as a whole to ascertain the "Board" perspective on either Saturday September 7th or Saturday September 14th. She will then meet individually if members so desire.

Board Action Requested- Do either of these dates work for the Board?

2. Financial Updates-

- a. Solar Net Metering Credits – I have emailed you an excel spreadsheet that allows you to see what type of savings on electrical costs we could realize with the purchase of net metering credits. I have forwarded the information to the Chair of the Energy Committee to work with and through them moving forward.

Board Action Requested- Does the Board have a preference in this matter?


- b. Green Communities Grant Report Assistance- We have received a solicitation for a grant opportunity to receive funding to assist in the yearly reporting requirement that

is our obligation under the Green Communities Program. I will be channeling this through the Energy Committee as well.

Board Action Requested- A vote of support if it is your wish.

3. **Project Updates- None.**

4. **Miscellaneous Updates- None.**

	TOWNSEND FIRE-EMS DEPARTMENT TOWNSEND MA 01469	STANDARD OPERATING GUIDELINE <i>Title:</i> Awards Program	SOG #: ADM 19-008 EFFECTIVE DATE: 8/27/19 REVISION #:
			AUTHENTICATION: <i>Chief Boynton</i>

I) Purpose:

- A) It is the policy of the Townend Fire-EMS Department to appropriately recognize the members of the Department, on or off duty, or members of the community, who perform an act of distict heroism or who provide an outstanding servcie to the Department, or to the public safety of the community.

II) Awards Committee:

- A) The officers of the department will serve as the selection board for the department. At the October Officers meeting each year the committee (officers) will review the recommendation and acts for each individual nominated, select by majority vote those persons who are to receive awards, and determine under which category they will be honored.
- B) Awards will only be given to personnel meeting the criteria for such award therefor not every category listed below will be awarded every year.

III) Nominations for Awards:

- A) Any employee of the Department may recommend a person for an award. The recommendation must include a statement which outlines the person's eligibility for that award, time, and location of the incident or event; including the incident report where appropriate. The award recommendation should be forwarded in writing to the awards committee (department officers). The awards committee will acknowledge receipt of the recommendation if requested by the sender.

IV) Presentation of Awards:

- A) Awards will be presented annually at the December holiday party, or during an appropriate ceremony by the Fire Chief or his or her representative.
- B) There is no limit placed on the number of awards that may be made to any one individual or the number awarded, in total, during any one year.
- C) Membership and Chief Coins maybe issued or awarded at any time during the year by the Chief of the Department.


V) Description of Award Categories:

- A) Departmental
- 1) Medal Awards
 - (a) Medal of Valor
 - (1) Awarded for a conspicuous act of valor and heroism by a TFD member under hazardous conditions in which the person is placed in a life threatening position to save the life of another.
 - 2) Plaques
 - (a) Firefighter of the year, EMT of the year.

Awarded to a TFD member who has performed in an outstanding manner worthy of recognition.

- 3) Chief Coin (maybe awarded at any-time during the year)
 - (a) Individual Citation
 - (1) Awarded to any individual who has performed in an outstanding manner and as a result saved the life of another.
 - (b) Unit Citation
 - (1) Awarded to any two or more members who has performed in an outstanding manner and as a result saved the life of another.
 - (c) Community Service Award
 - (1) Awarded to a member who has donated unusually high amount of time, effort or funding toward the betterment of the community, not necessarily in a job related manner.
- 4) Certificates
 - (a) Top 10 Responders
 - (1) Award recognizing the ten (10) paid on call Firefighter or Firefighter/EMT that responded to the most calls in the previous fiscal year.
 - (b) Longevity
 - (1) Award given to members for length of service in five year increments.
- B) Citizen (plaques)
 - 1) Citizen Heroism Award
 - (a) Awarded for a conspicuous act of valor and heroism by a citizen under hazardous conditions in which the person is placed in a life threatening position to save the life of another.
 - 2) Citizen Lifesaving Award
 - (a) Awarded to a person outside of the TFD who has been involved in a lifesaving effort at an emergency scene before the arrival of emergency services, or who has provided extraordinary assistance to the fire-ems department members in a lifesaving effort.
 - 3) Business or Organization of the Year Award
 - (a) Awarded to a business or organization that has shown extraordinary support for Townsend Fire-EMS helping us to carry out our mission.

END

	TOWNSEND FIRE-EMS DEPARTMENT TOWNSEND MA 01469	STANDARD OPERATING GUIDELINE <i>Title:</i> EMS Continuous Quality Improvement (CQI)	SOG #: EFFECTIVE DATE: 7/27/2019 REVISION #: EMS 16-006 <hr/> AUTHENTICATION: <i>Chief Boynton</i> <i>MRB</i>
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I) PURPOSE

- A) To establish a guideline for CQI (continuous quality improvement) plan for reviewing the quality of care delivered by the departments' EMS field providers of all levels.

II) SCOPE

- A) This guideline will cover medical oversight for all level EMS field providers.

III) APPLICATION

- A) This guideline will be followed when training field providers and while reviewing all patient care reports generated during calls for emergency medical services.

IV) REFERENCE DOCUMENTS

- A) N/A

V) DEFINITIONS

- A) Reference glossary

VI) ROLES AND RESPONSIBILITIES

- A) It shall be the responsibility of all EMS personnel to understand and follow this Standard Operating Guideline. It shall be the responsibility of the EMS Operations Captain to enforce this guideline.

VII) SAFETY

- A) N/A

VIII) ENFORCEMENT

- A) Failure to understand and follow this Standard Operating Guideline may result in disciplinary action.
B) Any deviation from this Standard Operating Guideline may require a written report to the Chief of Department or his designee.

IX) STANDARD OPERATING GUIDELINE

- A) Medical oversight at Townsend Fire/EMS is achieved through a multi-tiered process that involves the service Medical Director, the Chief of the Department, the EMS Coordinator, Peer Provider Review Committee, and Service Preceptors. Each plays an integral role in ensuring appropriate medical oversight and clinical excellence.
B) Service Medical Director:

- 1) Ultimately responsible for all aspects of medical oversight and quality assurance in accordance with all applicable OEMS regulation.
- 2) Along with service leaders, responsible for establishing clinical policies and procedure.
- 3) Responsible for deciding which optional skills and clinical practices will be allowed.
- 4) Provides training and education for providers including but not limited to: M&M Rounds, skill reviews, and periodic update classes.
- 5) Meets with field providers as needed for education and remediation.
- 6) Meets with ALS providers who are new to the service for credentialing.
- C) Chief of the Department – Ultimately responsible for all aspects of EMS delivery.
- D) EMS Coordinator:
 - 1) Responsible for the day to day clinical oversight of field providers.
 - 2) Implements the QA process as outlined.
 - 3) Responsible for coordinating training and education of field providers.
 - 4) Meets with ALS/BLS level providers who are new to the service.
 - 5) Oversees protocol testing for new ALS/BLS level providers.
 - 6) Responsible for clinical investigations and follow up of any clinical complaints.
- E) Peer Provider Review Committee:
 - 1) Will consist of the EMS Captain and a four department members including two (2) paramedics and two (2) basic level providers.
 - 2) The committee will have the authority to access and flag PCR's for any and all errors, protocol violations, missing information etc.
 - 3) The peer review committee will forward any flagged PCR's to the EMS Operations Captain.
 - 4) The peer review committee shall be able to recommend corrective action for QA issues but will not have authority to issue discipline
 - 5) Responsible for identifying and reporting clinical issues and concerns in a timely manner and report to EMS Coordinator.
- F) Service Preceptors:
 - 1) Responsible for field training of new employees.
 - 2) They play a key role in making sure that a consistent and thorough orientation is provided to all new field providers.
 - 3) Insure that field providers have a solid understanding of the service's clinical expectations.

X) Three phases of the process

- A) The Continuous Quality Improvement process is achieved through three phases' prospective education & provider credentialing*1, retrospective through review of documentation and concurrent through real-time observation. Success of the QI process hinges on open communication between the Medical Director, the EMS Coordinator and field providers.
- 1) Prospective:

- (a) The EMS Coordinator is responsible for the implementation of a continuing education program designed to achieve excellence of patient care delivery in the field. The needs of a continuing education program should be predetermined so that the classes can be effectively planned.
 - (b) Consideration for the providers' time and the funding to make high quality programs available is important. Continuing Education is available for virtually any EMS subject. Continuing education should be done for those skills that are rarely done by an EMS service so that the providers are properly prepared when the situation presents itself. It is also valuable to continuously advance the level of knowledge for providers that do a skill frequently.
 - (c) The Peer Provider Review Committee through PCR reviews and measuring data must play an influential role in making training recommendations.
 - (d) Townsend Fire/EMS should strive for excellence in patient care and establishing higher minimum training requirements than the industry standard and medical director credentialing should lay the foundation for accomplishing that goal.
 - (e) To assure that there is there is a process for skills review for both BLS and ALS providers all personal will be required to complete a skills sign off as outlined by the National Registry and OEMS for recertification once during their recertification period.
 - (f) This will be added to the provider's training file. If there are any issues with the provider's skills then additional training may be required as prescribed by medical control, the EMS Coordinator.
- 2) Credentialing:
- (a) Every EMT's shall provide copies of current certification, continuing education, M&M rounds and OEMS required training. Failure to provide documentation shall result in suspension until the required documents are provided.
 - (b) Every paramedic to will be required to successfully pass the Medical Director credentialing exam annually.
 - (c) All new paramedics shall pass the exam and meet with the service Medical Director prior to being cleared to be a provider.
- 3) Retrospective:
- (a) The EMS Coordinator is responsible for implementation of the CQI process. Retrospective review of documentation includes PCR review of 100% of the calls for emergency medical services:
 - (1) all ALS level emergency calls
 - (2) all BLS level emergency calls
 - (3) all No Load calls (refusals, BLS triage, DOA, etc.)
 - (4) more focused review of all low frequency/high acuity skills and calls, including but not limited to all:
 - (5) Intubations
 - (6) Rescue airway use (King LT Airway)

- (7) Needle chest decompressions
- (8) Needle cricothyroidotomies
- (9) Administration of control substances
- (10) Cardiac Arrest
- (11) STEMI calls
- (12) Helicopter assist calls
- (13) Intercepts with outside services
- (b) The following ALS/BLS runs will be sent to or given electronic access to be reviewed by medical control and M and M rounds:
 - (1) Respiratory and Cardiac Arrest and CCR-CPR.
 - (2) Unresponsive Patient
 - (3) Altered LOC and Stroke POE
 - (4) Trauma Transported to level one trauma center under POE
 - (5) Stemi/Chest Pain Transported to Cath Lab.
 - (6) Selective Spinal
 - (7) BLS medication administration
 - (8) Cession of CPR/ CPR not initiated
 - (9) ALS intubation/ Use of alternative Airway
 - (10) ALS Skills (i.e. Needle chest decompression, Needle Cricothyroidotomy, I.O)
 - (11) Use of Pre-Hospital CPAP
 - (12) Quick Clot and CAT Tourniquet Use
 - (13) Pediatric ALS Calls
- (c) PCR's will be reviewed for accuracy and completeness of documentation, including but not limited to:
 - (1) PCR completed correctly
 - (2) Complete patient demographics
 - (3) Times on vitals and procedures
 - (4) Proper adherence to protocols
 - (5) Appropriate assessments documented
 - (6) Medical documented and obtained appropriately
 - (7) Appropriate use of 12-lead ECG monitoring
 - (8) ECG waveform uploaded to PCR
 - (9) Thorough narrative report
 - (10) Appropriate signatures obtained

XI) Positive Reinforcement


- A) CQI programs should readily recognize the efforts made by providers which promote a higher quality of patient care. By delivering positive reinforcement, all providers feel appreciated and will continue to participate in the CQI plan. Without this positive reinforcement, providers may question the validity of excelling beyond the standards.

- B) Enthusiasm and interest will quickly decline in a system that does not appreciate excellence. Recognition should be provided on a regular basis. Providers must clearly understand the process by which it is identified. This recognition should be done publicly so that all providers are aware of the benefits for performing at a higher level.
- C) The Peer Provider Review Committee should be involved in the selection of who receives this positive recognition.

XII) Corrective Actions

- A) When issues are identified in the CQI process, steps are taken to address the issues with the appropriate individuals.
- B) Isolated, one-time events are dealt with at the provider level as they are discovered.
- C) More frequent issues that are identified are reviewed more closely and a determination is made whether it is a system issue, training issue, or provider issue. Steps are taken to address the problem as needed and may include disciplinary action up to termination of employment.
- D) A process of progressive education and remediation will be employed for situations of repeated clinical issues.
- E) While the CQI process is generally an educational process, there are situations where disciplinary solutions are more appropriate and may include up to termination of employment.

END

	TOWNSEND FIRE-EMS DEPARTMENT TOWNSEND MA 01469	STANDARD OPERATING GUIDELINE <i>Title:</i> <i>Exposure Control Program</i>	SOG #: EMS 19-007 EFFECTIVE DATE: 8/27/2019 REVISION #:
			AUTHENTICATION: <i>Chief Boynton</i> <i>MRB</i>

Purpose:

To reduce the risk of infection to Blood borne Pathogen by minimizing or eliminating occupational exposure to blood or other potentially infectious body fluids.

I. Definitions:

A. Occupational Exposure refers to reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

B. Other Potentially Infectious Materials:

1. The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all fluids in situations where it is difficult or impossible to differentiate between body fluids;
2. Any unfixed tissue or organ (other than intact skin) from a human (living or dead).
3. HIV – containing cell or tissue cultures, organ cultures, and HIV or HBV containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

C. Contaminated

The presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface

D. Decontamination

The use of emergency decontamination, (copious of water, soap solutions) means to remove, inactivate, or destroy blood borne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

E. Exposure incident

A specific eye, mouth, other mucous membrane, non intact skin or parenteral contact with blood or other potentially infectious materials that result from the performance of an employees duties.

II. Exposure Determination:

The Infection Control Officer evaluates routine and anticipated tasks, functions, and procedures in order to determine whether there will be a risk of exposure. The exposure determination is made by reviewing job classifications with in the work environment.

The Infection Control Officer, along with the Fire Chief, together determine those job categories that are at risk for exposure and those that are not at risk of exposure.

(Refer to Appendix A - "Occupational Exposure Determination Section")

III. Program Goals:

- 1) To promote healthcare worker infection control awareness and individual responsibility for a safe work environment.
- 2) To have informed, educated healthcare workers who are able to identify risks of infectious exposure, the means by which to prevent such exposure and necessary action to take should such an exposure occur.
- 3) To have the necessary safety equipment and personal protective equipment available for personnel use and to ensure healthcare workers are knowledgeable about their use.
- 4) To provide appropriate treatment and counseling should an employee be exposed to blood borne pathogens.

IV. Responsible Persons:

Exposure Control Officer

The Exposure Control Officer is primarily responsible for the overall development and management of the Departments Blood borne Pathogen Compliance Program.

This Departments Exposure Control Officer is: Captain Marty Scott

Exposure Control Task Force:

The Exposure Control Officer will require assistance in developing and implementing the Exposure Control Plan. This assistance will be provided by a Task Force composed of the following people:

Lt/Paramedic Benjamin H. Simmons _____

Department Managers and Supervisors

All Townsend Fire-EMS personnel are responsible for exposure control during their respective shifts. They work directly with the Exposure Control Officer to ensure that proper exposure control procedures are followed on all shifts.

Education and Training Coordinator:

The education and training coordinator is responsible for providing education and training to all employees who have the potential for exposure to blood borne pathogens.

All training instructors are required to be knowledgeable in subject matters covered by elements contained in the training program as it relates to the workplace.

A record must be maintained of all employees trained.

The Education and Training Officer responsible for training employees who have potential exposure to blood borne pathogens: **Captain Marty Scott**

Employees

All Townsend Fire-EMS Department personnel are responsible for compliance to the exposure control plan. They are responsible for knowing what tasks they perform that have occupational exposures, for utilizing protective barriers as indicated, for attending the blood borne pathogens training sessions, for planning and conducting all operations in accordance with our work practice controls and for developing good personal hygiene habits.

V. Methods of Compliance:

COMPONENTS OF THE PROGRAM AND THE STRATEGIES EMPLOYED TO ACHIEVE PROGRAM GOALS ARE:

Universal / Standard Precautions:

At Townsend Fire-EMS Department, Universal / Standard Precautions are utilized in the care of all patients. It is a method of infection control in which the employees are required to observe personal protection procedures with all patients to prevent contact with blood or other potentially infectious material. Potentially infectious materials as identified in Section II, Definition B.

Standard Precautions have been developed to provide maximum protection against potential exposure to healthcare workers, patients, volunteers, and contract service personnel.

Engineering Controls:

Engineering controls uses available technology and devices to remove or reduce hazards from the healthcare worker. Whenever possible, engineering controls (i.e. puncture-resistant needle disposal boxes, Needle less IV System and self sheathing sharps) are used to eliminate or minimize exposure to blood or other potentially infectious materials. Where Occupational exposure remains after institution of these controls, personal protective equipment shall also be used. These and new products are routinely reviewed, evaluated and approved by the Exposure Control Officer, and non-managerial employees responsible for direct patient care. (Refer to Appendix ---- – Safety Checklist)

Each of the areas on the Safety Checklist will be reexamined during our annual Exposure Control Plan review and opportunities for new or improved engineering controls will be identified. Any existing engineering controls will also be reviewed for proper function and needed repair or replacement.

Safe Work Practice Controls:

Safe work practice controls are alterations in the manner in which a task is performed in an effort to reduce the likelihood of exposure to blood and other potentially infectious materials.

Hand washing:

Employees must wash their hands after removing personal protective equipment and as soon as possible after contact with body fluids.

When hand washing facilities are not available antiseptic hand cleansers or towelettes must be provided, hands shall be washed with soap and water as soon as feasible.

Employees must wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

Other:

Eating, drinking, smoking, applying cosmetics and handling contact lenses is prohibited in work areas where there is potential for exposure to blood borne pathogens.

Food and drink are not kept in refrigerators or on countertops or in storage areas where blood or other potentially infectious materials are present.

A mechanism for immediate eye irrigation in the event of an exposure will be provided.

The Townsend Fire-EMS Department has adopted the following work practice controls:

Handling and Disposal of Sharps:

- 1) Disposable contaminated needles and sharps will be contained in disposable, leak proof, rigid, puncture-proof, shatter-proof, closeable containers.
- 2) Sharp containers will be marked with the biohazard sign and labeled to indicate they contain sharps.

- 3) Containers will be located in close proximity to area of sharp use. Portable sharps containers will be available when wall mounting or affixed containers cannot be placed in close proximity to work area.
- 5) Needles may not be re-sheathed, recapped, bent, broken, sheered, removed from syringe or otherwise manipulated by hand.
- 6) Employees are prohibited from picking up contaminated sharps with gloved hand. In all circumstances a mechanical device that protects the hand (i.e. Kelly Clamp) shall be used to pick up the sharp.
- 7) Reusable sharps must be placed in appropriate puncture-resistant and leak proof containers, bagged and returned to decontamination area for reprocessing.
- 8) If a specimen could puncture the primary container, the primary container shall be placed within a second container which is puncture resistant.
- 9) Department-specific policies, where applicable, shall be followed.

Personal Protective Equipment:

Personal protective equipment is supplied at no cost in appropriate sizes and in accessible locations. They consist of specialized clothing or equipment used by healthcare workers to protect themselves from direct exposure to blood or other potentially infectious materials. Appropriate protective equipment such as, but not limited to, gloves, gowns, head and foot covering, face shields or masks and eye protection and resuscitation bags are provided and are readily accessible to healthcare workers when there is a potential for exposure to blood or other potentially infectious materials. Personal Protective equipment will be considered appropriate only if it does not permit body fluids to pass through to or contact the employee's work or street clothes, skin, eyes, mouth or other mucous membranes.

Personal protective equipment will be continually evaluated to ensure that they are sufficient to protect the employee from the types of exposure reasonably anticipated during the performance of the employee's duties.

Gloves

Gloves are located in accessible locations. Gloves must be worn when there is reasonable likelihood of hand contact with blood or other potentially infectious material, mucous membranes, or non-intact skin, when performing vascular access procedures and when handling contaminated items or surfaces.

- 1) Disposable (single-use gloves, such as surgical or examination gloves) are to be changed between patients when they become contaminated, torn, or punctured and hands must be washed after gloves are removed. Gloves are not to be washed, disinfected or reused.

- 2) Utility gloves may be decontaminated but must be discarded if they are cracked, peeling torn, punctured or show other signs of deterioration.
- 3) Latex-free/powder free gloves are available for employees who are allergic.

To remove gloves- with one dirty glove, grasp at the opposite glove, pull off dirty glove in a downward fashion turning glove inside out (dirty side in). Put glove in the palm of the other gloved hand, and pull off glove in the same fashion, leaving the first glove inside the second glove, then discard.

Masks, Eye Protection and Face Shields:

- 1) Face and eye protection are provided and are required when there is a potential for splashing, spraying or splattering of blood or other potentially infectious material of the eyes, nose or mouth.
- 2) Disposable masks in combination with eye protection such as goggles or glasses with side shielding are acceptable.
- 3) Face shields are available also and are an alternative to masks and eye protection.

Protective Clothing (water-resistant gowns, hoods, surgical caps or shoe covers):

- 1) The Department will supply protective clothing which will prevent blood or potentially infectious material from passing through to the skin or clothing underneath. They will be worn when the employee has a potential for exposure.
- 2) Tyvek suits are available and are worn if there is a potential for torso/shoes/legs to be contaminated and/or soaked with blood or other infectious materials.
- 3) Personal protective equipment must be removed prior to leaving the work area.
- 4) An employee may temporarily and briefly decline wearing personal protective equipment under rare and extraordinary circumstances and when, in the employee's professional judgment, it prevents the delivery of healthcare or public safety services or poses an increased hazard to workers. These circumstances shall be investigated and documented in order to determine whether changes can be instituted to prevent such occurrences in the future.

Bag Valve Masks

Resuscitative masks, bags or other ventilation devices are provided in the ambulance and all Jump Kits to eliminate the need for mouth-to-mouth resuscitation.

Infectious Hazardous Waste:

Infectious hazardous waste is stored and handled in accordance with Federal, State, and Local regulations.

Regulated medical waste includes liquid or semi liquid blood and blood product, items contaminated with potentially infectious materials in a liquid or semi liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; pathological waste, microbiological waste containing blood or other potentially infectious materials, and contaminated sharps.

Special precautions are necessary when disposing of contaminated waste and include the following:

- 1) When storing, handling, transporting and shipping of waste contaminated with blood or other potentially infectious materials make sure the containers are closable, red or biohazard labeled and leak proof.
- 2) If outside contamination occurs, place it in a second container that is constructed to contain all contents and prevent leakage of fluids during handling, storage, transportation or shipping.
- 3) Ensure that waste containers are easily accessible to personnel and maintained upright, replaced routinely, closed when moved and not allowed to overfill.
- 4) All regulated waste shall either be incinerated or decontaminated by methods such as autoclaving known to effectively destroy blood borne pathogens.

Fire Department policy is to transport and leave all medical waste at the receiving Medical Facility

Labels and bags are used in compliance with Federal regulations and are used to identify the presence of an actual or potential hazard.

Labels shall be affixed to containers of potentially infectious materials.

Labels will be affixed to the container by string, wire or adhesive to prevent their loss or unintentional removal

Responsible person for setting up and maintaining the labeling program in our facility:

Captain Marty Scott

The following items in our facility are labeled:

- 1) Containers of regulate waste
- 2) Refrigerators and freezers containing blood or other potentially infectious materials

- 3) Sharp disposal containers
- 4) Other containers used to store, transport or ship blood and other infectious materials
- 5) Contaminated laundry bags and containers
- 6) Contaminated equipment

Labeling will not be necessary under the following circumstances:

When red bags or red containers are used, Labels are required for contaminated equipment which will state which portions of the equipment remain contaminated.

Contaminated Equipment with blood or other potentially infectious materials shall be examined prior to using or shipping and shall be decontaminated as necessary unless the decontamination of the equipment is not feasible.

Housekeeping Practices:

House keeping practices are important in that the medical environment has the potential for presenting an increased risk of exposure to blood and other potentially infectious materials to the healthcare worker. Worksites are to be maintained in a clean and sanitary condition. Cleaning of blood or other potentially infectious materials is done with approved cleansers and disinfectants. The cleaning schedule should include appropriate methods of decontamination based on the type of surfaces to be cleaned, the type of contamination present and tasks to be performed. Every Tuesday the ambulance is scheduled to be completely decontaminated or as needed after every call for service.

Cleaning and decontamination of all equipment, environmental and work surfaces with the appropriate disinfectant will occur under the following circumstances:

- 1) Every Monday during weekly decontamination
- 2) When the work surface has been contaminated
- 3) When any spill of blood and/or other potentially infectious materials has occurred
- 4) When a procedure has been completed
- 5) At the end of the work shift if the surface may have been contaminated since the last cleaning.
- 6) Re usable trash containers must be cleaned on a regular basis and after contamination
- 7) Broken glass should be removed with a mechanical device such as tongs or a brush and dustpan; never pick up glass by hand' dispose of in a sharps container.
- 8) Remove and replace equipment protective coverings such as plastic wrap, aluminum foil and imperviously backed absorbent paper when contaminated or at the end of the shift if they may have become contaminated during the shift.

- 9) Before any equipment is serviced or shipped for repairing or cleaning, it must be decontaminated to the extent possible. The equipment must be labeled, indicating which portions are still contaminated. This enables employees and those who service the equipment to take appropriate precautions to prevent exposure.

Laundry Practices:

Laundrying contaminated articles, including uniforms meant to function as personal protective equipment, is the responsibility of the employer. This can be accomplished through the use of a washer and dryer on site or through the use of a commercial laundry service.

Laundry Services for the process of cleaning personal protective equipment are provided by:

The Townsend Fire-EMS Department or a service designated by the DICO

All laundry is handled in accordance with universal/standard precautions, and the following requirements should be met with respect to contaminated laundry:

Wear gloves or other protective equipment when handling contaminated laundry.

Contaminated laundry should be bagged or placed in containers at the location where it is used, but not sorted or rinsed there.

Contaminated laundry must be transported with in the facility or to outside laundries in color coded laundry bags or those marked with the biohazard symbol

Wet laundry must be placed in bags which prevent leakage.

VI. HIV and HBV Research Laboratories and Production Facilities:

We recognize that there are special requirements for HIV and HBV research laboratories and production facilities; however, this does not apply because;

☒ (X) there is no laboratory in our facility

☐ () the laboratory in our facility is clinical and diagnostic in nature and not research and production

Therefore, our exposure control plan does not address these requirements.

VII. Hepatitis B Vaccine and Post Exposure evaluation and follow up:

The employer shall make available the Hepatitis B vaccine and vaccination series to all employees who have occupational exposure at no cost to the employee.

Hepatitis B vaccination shall be made available after the employee has received the training required and within 10 working days of initial assignment unless the employee has previously received the complete hepatitis B vaccination series and antibody testing has revealed that the employee is immune or the vaccine is contraindicated for medical reasons.

All employees that decline the Hepatitis vaccination offered by the employer shall sign a declination statement

If the employee initially declines Hepatitis B vaccination but at a later date while still covered under the standard decides to accept the vaccination, the employer shall make available the vaccine at that time.

All evaluations and follow up must be available at no cost to the employee and at a reasonable time and place to include blood collections, counseling and evaluation

All laboratory tests must be conducted by an accredited laboratory and at no cost to the employee.

All medical care must be performed by a licensed physician or nurse practitioner.

To verify that an employee has completed all the steps in the process of medical evaluation and follow up

Refer to Appendix ~ Post exposure evaluation and follow up checklist.

The process of medical evaluation and follow-up is overseen by: Take Charge Occupational Health Department

Medical Surveillance, Post-Exposure Evaluation and follow up of Health care workers who are at risk for exposure or who have been exposed to blood or other potentially infectious materials is coordinated with the Nashoba Valley Medical Center Occupational Health Department Monday ~ Friday, 8 am ~ 5 pm. After hours coverage is provided by the Emergency Department.

Investigation of exposure incident

Every exposure incident that occurs in our facility will be investigated; the investigation is initiated within 24 hours after the incident and includes the following information:

- 1) Route of exposure
- 2) Circumstances under which the exposure occurred
- 3) Identification and documentation of the source individual unless the employer can establish that identification is not feasible or prohibited by state or local law
- 4) Date and time of the incident
- 5) Location where incident occurred
- 6) Type of potentially infectious materials involved
- 7) Cause of the incident
- 8) Personal protective equipment used
- 9) Actions taken as result of exposure

After this information is obtained complete the "Exposure Incident Investigation Form". Appendix ____

The employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps.

Person responsible for investigating every exposure: Captain Marty Scott

VIII. Information and Training:

Training and Education of healthcare workers in exposure control practice consists of, but is not limited to, departmental orientations, periodic in servicing, annual review and one-on-one counseling. Exposure control policies, procedures and guidelines, and other written materials (memos, bulletins, educational bulletin board information, reports, etc.) are utilized for training, education and to inform the healthcare worker of the potential risk of infectious exposure and the control measures to minimize or reduce the exposure. Materials and information used for training and education are appropriate in content and vocabulary to the educational level, literacy and language background of the healthcare worker.

All new employees, as well as employees change in jobs or changes in job functions, will be given any additional training at that time. Training programs must be provided at no cost to the employee and during working hours.

All employees will be retrained at least annually.

Training Topics:

Topics include but are not limited to the following:

- 1) Blood borne Pathogens standard and where copies can be obtained
- 2) The epidemiology and symptoms of blood borne diseases
- 3) The modes of transmission of blood borne pathogens
- 4) This facility's Exposure Control Plan and where employees can obtain a copy.
- 5) Appropriate methods of recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials
- 6) A review of the use and limitations of methods that will prevent or reduce exposure
- 7) Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment
- 8) Selection and use of personal protective equipment
- 9) Visual warnings of biohazards within our facility including labels, signs and color coded containers
- 10) Information about Hepatitis B vaccine

- 11) Actions to take and persons to contact in an emergency involving blood or another potentially infectious material
- 12) The procedures to follow if an exposure incident occurs; including incident reporting
- 13) Information to the post exposure evaluation and follow-up, including medical consultation that our facility will provide

Written Training Records:

Training records shall be kept for three years.

Training records required shall be provided upon request for examination and copying and include the following information.

- 1) The dates of the training sessions.
- 2) The purpose and objectives of the training sessions.
- 3) The names and qualifications of the persons conducting the training sessions.
- 4) The names and titles of all persons attending the training sessions.

Refer to appendix ~ Log of employee training.

IX. Annual Review:

The Exposure Control Plan will be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

The review shall include:

- 1) Selective survey periodically by Infection Control Officer
- 2) Review of problems identified through informal reports or complaints from staff, quality assurance/improvement or safety reports, or minutes from committees.
- 3) Review of all exposures.
- 4) Review of all reporting concerning deviation from Standard Precautions.
- 5) Document annually the evaluation and implementation of the appropriate, commercially available and effective safer medical devices.
- 6) Document employee involvement in the evaluation and selection of safer medical devices.

Follow-up will include investigation of problems and may include recommendation and implementation of additional education and training, modification of procedure, or allocation of additional equipment/supplies.

X. AVAILABILITY OF THE EXPOSURE CONTROL PLAN:

The Townsend Fire-EMS Department Exposure Control Plan is available to all employees at any time. Employees are advised of this availability during their orientation and during education/training sessions.

The Exposure Control Plan is found in the: EMS Charting Room

Attached:

- ◆ **Appendix A – Occupational Exposure Determination**
- ◆ **Appendix B: Minimal Acceptable Personal Protective Barrier**
- ◆ **Appendix C: Blood borne Pathogen Post-Exposure Plan**

APPENDIX A

APPENDIX A

OCCUPATIONAL EXPOSURE DETERMINATION SECTION

DEPARTMENT:

AT RISK:

NOT AT RISK:

APPENDIX B**APPENDIX B****MINIMALLY ACCEPTABLE PERSONAL PROTECTIVE BARRIERS**

Personal Protective Equipment is specialized clothing or equipment used by healthcare workers to protect themselves from direct exposure to blood or other potentially infectious materials.


The Exposure Control Officer along with Fire Officers have determined that the following procedures put staff at risk for exposure and have determined what is a minimally acceptable protective barrier. Staff have the option of utilizing additional barriers based on individual circumstances.

DEPARTMENT:**MINIMALLY ACCEPTABLE PERSONAL PROTECTIVE BARRIERS**

- See Specific Procedure -

Department: **Townsend Fire-EMS Department**

	<u>Gloves</u>	<u>Gown</u>	<u>Face Shield</u>	<u>Mask</u>	<u>Eye Protection</u>	<u>Resuscitation Device:</u>	<u>Other (specify)</u>
Patient Care	X	X	X	X	X	X	As Necessary
Decontamination	X	X	X	X	X	X	As Necessary
Intramuscular	X	X	X	X	X	X	As Necessary
Intravenous	X	X	X	X	X	X	As Necessary
Airway Insertion	X	X	X	X	X	X	As Necessary

	TOWNSEND FIRE-EMS DEPARTMENT TOWNSEND MA 01469	STANDARD OPERATING GUIDELINE <i>Title:</i> <i>Exposure Control Program</i>	SOG #: EMS 19-007 EFFECTIVE DATE: 8/27/2019 REVISION #:
			AUTHENTICATION: <i>Chief Boynton</i> <i>MRB</i>

♦ **Appendix C: Blood borne Pathogen Post-Exposure Plan**

POST EXPOSURE

An unprotected exposure report form should be completed by any care provider who believes he or she may have had an unprotected exposure to a patient's blood or body fluids in the course of attending, assisting, or transporting a person to a health care facility.

Guidelines:

- 1) Notify **Captain Marty Scott** immediately of the suspected exposure.
- 2) Have **Dispatch** Notify the **Designated Infection Control Officer** immediately of the suspected exposure.
- 3) Complete an unprotected exposure form and an incident report.
- 4) The form must be provided to the receiving facility upon arrival.
- 5) It is the responsibility of the receiving facility to evaluate the information reported, if the patient is diagnosed as having an infectious disease covered by the regulations.
- 6) If it is determined that you have sustained an unprotected exposure, it is the responsibility of the receiving facility to notify you orally within 48 hours and in writing within 72 hours from the time of the patient diagnosis. The receiving facility will also provide you with instructions concerning appropriate medical precautions and action.
- 7) The hospital infection control department handles the testing of the patient; this requires the patient's consent. The hospital evaluates the facts of the possible unprotected exposure and determines if the employees may have been exposed. Based on the patient's decision whether or not to be tested, the hospital will notify the employee. Employees wishing to be tested for the presence of the AIDS virus or Hepatitis following a potential exposure may receive the testing at the Townsend Fire-EMS Dept. expense at the receiving hospital. The employee may receive counseling, at their request, from the infection control department of the receiving hospital.

**TOWN OF TOWNSEND
AGREEMENT ADDENDUM**

1. The following is a supplement to that certain Agreement by and between Underwater Solutions, Inc. (the "Contractor") and the Town of Townsend (the "Town"), namely its Water Department, dated August 19, 2019 (the "Contract")

2. Payment will be made as follows:

2.1 Fees and Reimbursable Costs combined shall not exceed \$8,685.00 as more fully set forth in the Contract.

2.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

2.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project or services are completed and accepted by the Town.

3. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____ unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

4. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

5. Termination and Default:

5.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

5.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

5.3 Default. The following shall constitute events of a default under the Contract: (1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its

obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

6. Compliance with Applicable Law:

The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

7. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

8. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

9. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

10. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

11. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

12. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is

executed by the Contractor. This Contract shall not be enforceable against the Town of Townsend unless and until the Contractor complies with this section.

13. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

14. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Townsend shall be individually or personally liable on any obligation of the Town under this Contract.

15. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

16. Insurance :

16.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

16.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

16.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Townsend as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

17. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

18. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

19. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

20. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

21. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

22. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

23. Conflict

Should any provision of this Addendum conflict in whole or in part with the terms and conditions of the Contract, the provisions hereof shall control.

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND THE TOWNSEND WATER DEPARTMENT, TOWNSEND, MA
FOR THE INSPECTIONS AND INTERIOR CLEANINGS (SEDIMENT REMOVAL) OF THE HIGHLAND STREET
1-MILLION GALLON CONCRETE AND THE FITCHBURG ROAD 500,000-GALLON STEEL
WATER STORAGE TANKS AS FOLLOWS:

The Townsend Water Department, Townsend, MA agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated July 24, 2019 (copy attached).

PERSONNEL:	Divers / Tenders
GEAR:	Complete Sanitized Inspection/Cleaning Dive Station (All gear sanitized and utilized only in potable water.)
	3" Pump Volume Tank and Filter
	3" Suction Hose Communications Box
	3" Discharge Hose 200 ppm Chlorine Solution
	25 CFM Compressor Camera
	400' Dive Rig Manifold
	Ladder Dry Suit
	Bailout Bottle SuperLite Helmet
	Emergency Air Miscellaneous Tools

SUBMITTALS: Comprehensive reports and corresponding photographs to be submitted after completion of work.

COST: While mobilized in *Massachusetts, Summer 2019:*

Inspect and clean (sediment removal) up to 4" of sediment, both tanks, one mobilization: **\$8,685.00***

The following add-on services can be provided for the cost listed below:

<input type="checkbox"/> Ultrasonic Thickness Testing:	\$390.00*	<input type="checkbox"/> Real-Time Video with DVD:	\$390.00*
<input type="checkbox"/> Filter bag(s) & capturing of sediment:	\$275./per bag	<input type="checkbox"/> Kasco® Active Mixer:	Inquire Within
<input type="checkbox"/> Disposal:	Cost + 15% Markup	<input type="checkbox"/> Installation of Mixer:	Inquire Within

*This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, additional costs may be incurred.

*Upon completion of the above-referenced services, a report of findings will be prepared and provided via E-MAIL ONLY. Upon request, hard copies of the report can also be provided at an additional cost of \$3.00 per page.

TERMS AND CONDITIONS:

*It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal). *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected has only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customer's personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.

*I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of \$300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: PAYABLE UPON RECEIPT OF INVOICE

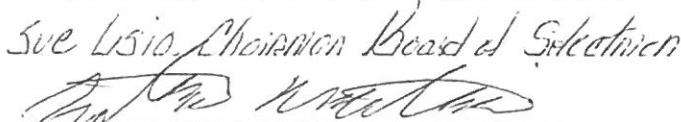
* ACH PAYMENTS PERFERRED (Please contact our office to make arrangements)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



UNDERWATER SOLUTIONS INC.
Signature of Authorized Representative

Director of Operations July 24, 2019
Title Date



TOWNSEND WATER DEPT., TOWNSEND, MASSACHUSETTS
Signature of Authorized Representative

Vicechair 8-19-19
Title Date

Mr. Tom Orcutt
Townsend Water Department
July 24, 2019
Page 2

PROPOSAL FOR THE INSPECTIONS AND INTERIOR CLEANINGS (SEDIMENT REMOVAL) OF THE HIGHLAND STREET 1-MILLION GALLON CONCRETE AND THE FITCHBURG ROAD 500,000-GALLON STEEL WATER STORAGE TANKS

**TOWNSEND WATER DEPARTMENT
TOWNSEND, MASSACHUSETTS**

PERSONNEL & GEAR: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

3" Pump	Volume Tank and Filter
3" Suction Hose	Communications Box
3" Discharge Hose	200 ppm Chlorine Solution
25 CFM Compressor	Camera
400' Dive Rig	Manifold
Ladder	Dry Suit
Bailout Bottle	SuperLite Helmet
Emergency Air	Miscellaneous Tools

Comprehensive reports of our findings and corresponding photographs to be submitted after completion of work.

COST: While mobilized Massachusetts, Summer 2019:

Inspect and clean (sediment removal) up to 4" of sediment, both tanks, one mobilization: **\$8,685.00***

The following add-on services can be provided for the cost listed below:

<input type="checkbox"/> Ultrasonic Thickness Testing:	\$390.00*	<input type="checkbox"/> Real-Time Video with DVD:	\$390.00*
<input type="checkbox"/> Filter bag(s) & capturing of sediment:	\$275./per bag	<input type="checkbox"/> Kasco® Active Mixer:	Inquire Within
<input type="checkbox"/> Disposal:	Cost + 15% Markup	<input type="checkbox"/> Installation of Mixer:	Inquire Within

**This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, additional costs may be incurred.*

**Upon completion of the above-referenced services, a report of findings will be prepared and provided via E-MAIL ONLY. Upon request, additional hard copies of the report can also be provided at an additional cost of \$3.00 per page.*

**It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal). *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal).*

*Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of \$300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.*

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND THE TOWNSEND WATER DEPARTMENT, TOWNSEND, MA
FOR THE INSPECTIONS AND INTERIOR CLEANINGS (SEDIMENT REMOVAL) OF THE HIGHLAND STREET
1-MILLION GALLON CONCRETE AND THE FITCHBURG ROAD 500,000-GALLON STEEL
WATER STORAGE TANKS AS FOLLOWS:

The Townsend Water Department, Townsend, MA agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated July 24, 2019 (copy attached).

PERSONNEL:

Divers / Tenders

GEAR:

Complete Sanitized Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)
3" Pump Volume Tank and Filter
3" Suction Hose Communications Box
3" Discharge Hose 200 ppm Chlorine Solution
25 CFM Compressor Camera
400' Dive Rig Manifold
Ladder Dry Suit
Bailout Bottle SuperLite Helmet
Emergency Air Miscellaneous Tools

SUBMITTALS:

Comprehensive reports and corresponding photographs
to be submitted after completion of work.

COST:

While mobilized in Massachusetts, Summer 2019:

Inspect and clean (sediment removal) up to 4" of sediment, both tanks, one mobilization: \$8,685.00*

The following add-on services can be provided for the cost listed below:

- | | | | |
|---|-------------------|--|----------------|
| <input type="checkbox"/> Ultrasonic Thickness Testing: | \$390.00* | <input type="checkbox"/> Real-Time Video with DVD: | \$390.00* |
| <input type="checkbox"/> Filter bag(s) & capturing of sediment: | \$275./per bag | <input type="checkbox"/> Kasco® Active Mixer: | Inquire Within |
| <input type="checkbox"/> Disposal: | Cost + 15% Markup | <input type="checkbox"/> Installation of Mixer: | Inquire Within |

*This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, additional costs may be incurred.

*Upon completion of the above-referenced services, a report of findings will be prepared and provided via E-MAIL ONLY. Upon request, hard copies of the report can also be provided at an additional cost of \$3.00 per page.

TERMS AND CONDITIONS:

*It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal). *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected has only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customer's personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost.

Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.

*I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of \$300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: PAYABLE UPON RECEIPT OF INVOICE

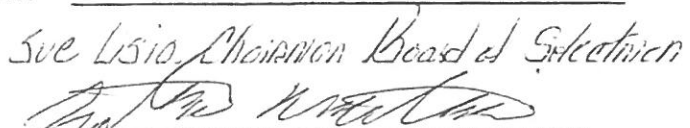
* ACH PAYMENTS PERFERRED (Please contact our office to make arrangements)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



UNDERWATER SOLUTIONS INC.
Signature of Authorized Representative

Director of Operations July 24, 2019
Title Date



TOWNSEND WATER DEPT., TOWNSEND, MASSACHUSETTS
Signature of Authorized Representative

Vicechair 8-19-19
Title Date

Mr. Tom Orcutt
Townsend Water Department
July 24, 2019
Page 2

PROPOSAL FOR THE INSPECTIONS AND INTERIOR CLEANINGS (SEDIMENT REMOVAL) OF THE HIGHLAND STREET 1-MILLION GALLON CONCRETE AND THE FITCHBURG ROAD 500,000-GALLON STEEL WATER STORAGE TANKS

**TOWNSEND WATER DEPARTMENT
TOWNSEND, MASSACHUSETTS**

PERSONNEL & GEAR: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

3" Pump	Volume Tank and Filter
3" Suction Hose	Communications Box
3" Discharge Hose	200 ppm Chlorine Solution
25 CFM Compressor	Camera
400' Dive Rig	Manifold
Ladder	Dry Suit
Bailout Bottle	SuperLite Helmet
Emergency Air	Miscellaneous Tools

Comprehensive reports of our findings and corresponding photographs to be submitted after completion of work.

COST: While mobilized Massachusetts, Summer 2019:

Inspect and clean (sediment removal) up to 4" of sediment, both tanks, one mobilization: **\$8,685.00***

The following add-on services can be provided for the cost listed below:

<input type="checkbox"/> Ultrasonic Thickness Testing:	\$390.00*	<input type="checkbox"/> Real-Time Video with DVD:	\$390.00*
<input type="checkbox"/> Filter bag(s) & capturing of sediment:	\$275./per bag	<input type="checkbox"/> Kasco® Active Mixer:	Inquire Within
<input type="checkbox"/> Disposal:	Cost + 15% Markup	<input type="checkbox"/> Installation of Mixer:	Inquire Within

**This cost is not based on prevailing wage rates, should prevailing wage rates be required for this project, additional costs may be incurred.*

**Upon completion of the above-referenced services, a report of findings will be prepared and provided via E-MAIL ONLY. Upon request, additional hard copies of the report can also be provided at an additional cost of \$3.00 per page.*

**It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal). *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. At the time this project is to be conducted, the water level within this structure must be as full as possible or within 10' of overflow. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide Underwater Solutions Inc. with a location for discharge for all cleaning projects (sediment removal).*

*Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon Underwater Solutions Inc. arrival on-site, then an additional hourly rate of \$300.00/per hour shall be incurred until such time that the terms and conditions are met, and Underwater Solutions Inc. is able to commence operations.*

AGREEMENT BETWEEN
MCENROE CONSULTING LLC
AND
TOWN OF TOWNSEND WATER DEPARTMENT
FOR
INTERIM SUPERINTENT
DATED 08/20/19

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Signatures of Parties	4
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Amendment No. 1 _____	dated _____

**AGREEMENT BETWEEN
MCENROE CONSULTING LLC
AND
TOWNSEND WATER
DEPARTMENT
FOR
INTERIM SUPERINTENDENT**

THIS IS AN AGREEMENT made as of August 20, 2019 between McEnroe Consulting LLC ("ENGINEER") and Townsend Water Department ("CLIENT"). CLIENT hereby engages ENGINEER to furnish certain services related to the Project in accordance with the terms and conditions of this Agreement. Such services are generally described as the provision of onsite observations of ongoing construction projects, review of operations and budget as directed by the Board of Water Commissioners.

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

SECTION 1 - SCOPE OF SERVICES

I. Construction oversight.

ENGINEER shall:

- A. Review plans and specifications for two ongoing construction projects for the Water Department.
- B. Visit construction jobsites weekly.
- C. Attend Board of Water Commissioner meeting to update Commissioners on construction projects.
- D.

II. General Water Department Oversight

ENGINEER shall:

- A. Work with Water Department Foreman to assist with day to day water department activities where needed.
- B. Assist office staff with budget.

III. Additional Scope

During ENGINEER's work on the project it may become apparent to ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

SECTION 2 -COMPENSATION

I. Payments to ENGINEER

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Items noted, a fee based on ENGINEER's rate of \$135/hour plus \$0.58/mile (46 miles round trip). Total estimated compensation for these Scope Items is \$8500 (8-10 hours/week for up to 60 hours of time).

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's rate of \$135/hour.

This Agreement (consisting of pages 1 to 4 inclusive and Exhibit A) constitutes the entire agreement between ENGINEER and CLIENT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

ENGINEER:

Townsend Water Dept

Rm En

By: _____

Title: *Chairman, PAS*

Title: President

Date:

Date: 8/20/19

Address for giving notices:

Address for giving notices:

406 Sugar Rd.

Bolton, MA

01740

EXHIBIT A

SCHEDULE OF TERMS AND CONDITIONS

FOR

AGREEMENT BETWEEN

McEnroe Consulting LLC

(ENGINEER)

AND

Townsend Water Department

(CLIENT)

DATED 08/20/19

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by member's of the ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with ENGINEER's services.

INSURANCE

ENGINEER agrees to procure and maintain, at it's expense Worker's compensation insurance as required by Statute; Automobile Liability insurance; Commercial General Liability insurance; and, Professional Liability Insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Engineer is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT for the claims covered by the ENGINEER's insurance, subject to the limitation of liability contained in that Section as it appears within these terms and conditions.

OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by the ENGINEER are made on the basis of information available to the ENGINEER and on the basis of the ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project.

CONTROLLING LAW

This Agreement is to be governed by the law of the state where the ENGINEER's services are performed.

SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or

Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by the ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advices of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by the ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by the ENGINEER.

SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

RE-USE OF DOCUMENTS

CLIENT or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

INVOICES

ENGINEER will submit monthly or more frequent as appropriate invoices for services rendered and CLIENT will make prompt payments upon receipt in response to the ENGINEER's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and subcontractor expenses will be marked up 15% to cover administrative and insurance costs.

CLIENT shall make prompt payment to ENGINEER regardless of any other agreements or arrangements with Owner. ENGINEER's compensation shall not be tied to CLIENT's receipt of payment by the Owner.



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

Office (978) 597-1701

Fax (978) 597-1719

POLICY #04-2019

Policy: Audit Committee

TOWN OF TOWNSEND AUDIT COMMITTEE

1. There shall be a three (3) member Audit Committee in the Town of Townsend, appointed by the Board of Selectmen annually in December
2. The Audit Committee shall be comprised of one (1) member of the Board of Selectmen one (1) member of the Finance Committee and one (1) registered voter in the town who has finance experience, preferably municipal finance experience.
3. Administrative support staff to the Audit Committee shall be provided by the Town Administrator and the Town Accountant.
4. The Audit Committee shall solicit, interview and recommend to the Board of Selectmen the firm of independent auditors that is to audit and report on the financial statements issued by the Town. The Audit Committee shall review the audit plan with the independent auditors upon completion of the audit, meet with the independent auditors to discuss the results of the audit, the management letter and the annual financial reports.
5. The Audit Committee shall transmit a copy of the completed annual audited financials and management letter report to the Board of Selectmen and the Finance Committee, and with the assistance from the auditing firm if so desired, shall present the results of the annual audited financials and management letter report to a jointly held public meeting of the Board of Selectmen and the Finance Committee.
6. Funding for the annual independent audit shall be budgeted in the Town Accountant's annual budget.

TOWNSEND BOARD OF SELECTMEN

Sue Lisio, Chairman

Wayne Miller, Vice-Chairman

Don Klein, Clerk

Filed with the Town Clerk:-----

VOTED: -----, 2019

EFFECTIVE: -----, 2019



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

Sue Lisio, Chairman

Wayne Miller, Vice-Chairman

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Town Administrator

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POLICY #05-2019

BOARD OF SELECTMEN

Purpose: In order to be clear about the intent of both the Town and other parties with whom the Town enters into relationships, written contracts are frequently necessary. Well-executed written contracts clarify and define the agreement between the parties and protect against unnecessary risks to the Town's resources and reputation. This policy provides guidance for the development and use of written contracts, describes situations for which they are required, and identified exceptions to those requirements.

Policy: POLICY ON CONTRACTS AND CONTRACTING PROCEDURES

A. Contract Definition

Under this policy, a contract is an agreement between The Town and another party that is intended to have a binding obligation and/or legal effect. Contracts contain the terms and conditions under which goods, services, or other considerations of value are furnished by either party. Effective contracts provide a common understanding and the essential terms and mutual obligations defined within the agreement that exist between the parties. In addition to formal documents commonly understood to be contracts, documents such as purchase orders, service agreements, leases, and letters or memoranda of agreement, understanding, and intent are contracts if there is a Town interest at stake and something of value is exchanged.

B. Applicability of the Policy

This policy applies to all agreements between The Town and any other party, with the exception of employment contracts.

II CONTRACT POLICY

A. When Written Contracts Are Required and When Are They Not Required

Not every arrangement involving the purchase of goods or services by the Town, or the use of Town facilities or resources by third parties, will require a written contract, but most do. In general, if the arrangement involves any significant risk or potential liability that needs to be allocated between the parties, or involves a situation where the duties and responsibilities of the parties are not so basic and obvious that they do not need to be spelled out in writing, then a contract should be used. In the following subsections, some common types or categories of commercial or business transactions are described, and situations requiring (or not requiring) a written contract are specified. Keep in mind that Contracts, when used, must be originated by the Town.

[INSERT INSPECTOR GENERAL CHART HERE]

B. Contract Language

Contract forms, templates and required language are stipulated in Contracting Procedures section of this policy, which may change from time to time. If the forms and templates provided do not seem appropriate for the transaction or arrangement being contemplated, or if such forms or templates are a good starting point but clearly need modification, you should consult as necessary with the Chief Procurement Officer or to define the proper language for your particular situation.

C. Contract Approval and Signatory Authority

Signatory authority for The Town is sometimes delegated but contract approval authority and responsibility rests ultimately with the Board of Selectmen. When the Board of Selectmen delegates its approval or signatory authority, the Board must still exercise reasonable oversight and maintain ultimate responsibility for the contracts, and the Board should limit or revoke the delegated authority whenever appropriate.

D. Legal Counsel Review

Additional information on contract review is provided in Procedures.

E. Clauses not Permitted

– *Automatic Renewal*: The Town does not allow contracts to contain an automatic renewal clause unless there is also a clause permitting the Town to terminate the contract at will.

– *Limitation of Liability*: The Town does not allow a contracting party to limit their potential liability except in rare or specific circumstances. Limiting this recovery could adversely impact the Town's insurance coverage.

F. Exceptions for State and Federal Agencies

The Commonwealth of Massachusetts, the Federal Government and most states will not provide insurance or indemnity in their agreements with their contracting partners. In such instances, the

Town normally will accept the agency's contract without such provisions. When entering into a contract with such a governmental entity, it is recommended that the contracting party attach the Town's standard addendum and any other desired language which may act as a guideline for the parties to follow in the event of an adverse event or outcome; however such attachment is not likely to be considered binding. Contracting departments also need to be very careful in considering whether or not the other party is truly a state agent or not – many state universities or colleges do not have the same immunity protections as other state agencies (e.g., the State Police), and some quasi-public entities may not be precluded from providing insurance or indemnification to other parties they do business with.

G. Whistle-blower

If a person believes that a supervisor, colleague, subordinate or any other person is acting outside the Town policy on contracting, s/he should report the concerns utilizing the Town's anonymous Reg Flag Reporting process found here (xxxxxxx)

Retaliation against any person who reports suspected or identified problems, malfeasance or other wrongdoing is prohibited by law and Town policy.

III CONTRACTING PROCEDURES

The Town Contracting Procedures are included by reference in this Policy, however it is recognized that procedures may be changed more frequently than the Policy. Contracting departments should refer to both Policy and Procedure when entering into and developing contracts and agreements.

This Procedures on Contracts and Contracting is designed to give departments and individuals the resources they may need regarding contracting.

A. Contract Initiation and Reviewer Responsibilities

The individual initiating the contract on behalf of the Town (the initiator) and subsequent reviewers are responsible for reading the entire contract and determining that its content, objectives, definitions, and terms:

1. Accurately reflect the terms of the Town's solicitation and are consistent with the requirements of the Uniform Procurement Act.
2. Are consistent with the initiator's or department's requirements.
3. Utilize the Town's Counsel supplied standard terms and conditions (*see Forms*)
4. Are clear and consistent throughout.
5. Do not constitute a conflict of interest for the parties affected by the contract.
6. Are in accordance with Town Policies.
7. Are in accordance with state and federal laws as may be applicable.

In addition, contract initiators are responsible for ensuring that contracts:

1. Are routed through the appropriate Town officials for review once procured and contracted but prior to signing.

1. The appropriate steps are as follow:

1. Submit the draft contract to counsel's signature of approval.
2. Submit the draft contract to the Town Accountant for signature attesting to the availability of funds to meet the terms of the contract, and lastly
3. Submit to the Board of Selectmen for vote and execution at a public Board of Selectmen meeting.

2. Are appropriately filed and stored.

B. Contract Signer Responsibilities

All contracts must be signed by both parties.

The contract signer is responsible for 1) reviewing and signing the contract, 2) ensuring that all mandatory reviews have been done, and 3) sending the signed original contract to the responsible office for storage and management.

C. Managing the Contract

All contracts should be assigned to a contract administrator, who may or may not be the contract initiator or the signature authority. The contract administrator is the administrator responsible for performing or tracking the performance of the contract and addressing any other issues that arise under the contract.

All contract files must contain:

- A copy of the final, fully-executed contract.
- All correspondence or other documents related to the contract. If there are performance problems with the contract, the problems should be documented in memos to the file or in correspondence to the vendor.
- All changes (including change orders and work orders) to the agreement should be formally executed in accordance with the terms of the contract and attached to the Agreement.
- Any extensions to the agreement should be formally executed in accordance with the terms of the agreement and attached to the Agreement.
- All certificates of insurance should be kept in the file.
- A diary or tickler "compliance" file should be established to keep all certificates of insurance up to date, verify timely performance if time is of essence to the agreement, and to allow timely renewal, if applicable, of the agreement.

At the conclusion of the term of the contract, the administrator responsible for managing the contract is responsible to close the agreement and ensure that it is properly stored, as outlined below.

D. IRS Form W-9

The federal government requires that the Town obtain an IRS Form W-9 from all parties to whom it may issue a check. Our contracts should reflect this requirement. The IRS Form W-9 contains Personal Identifiable Information (PII) and must not be copied or kept by the department issuing the contract. The best practice is to include the IRS Form W-9 with the contract, including a stamped and addressed envelope to:

Accounts Payable
Town of Townsend
Town Hall
272 Main Street
Townsend MA 01469

If the contract is signed on Town premises, the department issuing the contract can collect a copy of the W-9 at the time the contract is signed, and hand deliver it to Accounts Payable. This information is kept on file so that it is available for reference when the check request or invoice is presented for payment. W-9 forms are kept for two years from the date of receipt by Accounts Payable.

E. Completed Agreements – Storage

The Town Accountant's Office is the official repository for executed contracts. Copies of the contract, once fully executed, should also be kept in the Contract Administrator's department level contract file.

F. Getting Help

Who do I call for general information about forming or managing a contract?

Consult this policy and the Chief Procurement officer, for template forms, contract structure, risk issues, insurance and indemnity agreements, professional services,

G. Template Forms and Language

Template forms and language, as may be amended from time to time by Town Counsel, are provided for risk management purposes only and should not be construed as legal advice. Forms listed below are for the convenience and utility of The Town staff who may need to construct an agreement.

Using template forms: Select the type of agreement that most closely matches the subject of your agreement (e.g., goods and services, real property, construction, waiver of liability). Download the word.doc file and save it to your computer, renaming it appropriately. Fill-in the blanks and adjust the agreement to meet the terms and conditions of your specific agreement. If you have questions, contact the Chief Procurement Officer for assistance. Templates have the minimum clauses needed for a clear agreement, but many agreements may need additional clauses to complete the agreement.

H. Template Form

[ADD COUNSELS TEMPLATES HERE]

I. Conflicts of Interest

It is the responsibility of all Town employees to ensure that the Town does not knowingly enter into contracts that present conflicts of interest. Town officials must accordingly exercise their authority in a manner consistent with applicable conflict-of-interest policies and laws.

APPROVED BY THE TOWNSEND BOARD OF SELECTMEN
FIRST READING: SEPTEMBER 3, 2019
FINAL APPROVAL/ADOPTION: _____, 2019

Sue Lisio, Chairman

Wayne Miller, Vice Chairman

Donald Klein, Clerk

Filed with the Town Clerk: _____

VOTED: _____, 2019
EFFECTIVE: _____, 2019

Acknowledgement of Receipt of Policy

I acknowledge receipt of Policy 05-2019 Contracts and Contract Procedures. Having read said policy, I understand and agree to its terms.

Name (Print)

Signature

Date



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

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

POLICY #06-2019

Purpose: The Townsend Board of Selectmen recognizes that dangerous weapons in public buildings present a threat to the safety, wellbeing and health of both the public that accesses those buildings and the employees that work in those buildings. As the Board is committed to providing a safe and secure environment for its employees, the Townsend community and the public at large, this policy on the ability to carry dangerous weapons applies to all public buildings of the Town. Whereas those public buildings are within the care, custody and control of the Board and whereas the Board has both the authority, under the General Laws, e.g. G.L. c. 40, § 3, and the responsibility to protect the safety, wellbeing and health of individuals who make use of those public buildings, the Board finds that reasonably regulating dangerous weapons in Town buildings for the protection of the public is a compelling Town government interest and, therefore, a carefully considered and narrowly tailored policy concerning dangerous weapons in public buildings that balances the rights of firearms owners and public safety is warranted and in the best interests of the community the Board is elected to serve.

Policy: Dangerous Weapons in Public Buildings

PROHIBITION ON CONCEALED FIREARMS IN PUBLIC BUILDINGS:

To the fullest extent permitted by law, no person may possess a weapon, ammunition, explosive or other items which may be considered dangerous and/or are designed to cause death or serious bodily injury within any public building and no person shall enter a public building when he or she knowingly possesses or knowingly has under his or her control such a weapon, ammunition or explosive (concealed or otherwise), whether or not possession of such item is permitted under a License to Carry (LTC) or a Firearm Identification Card (FID), or other license or permit. "Weapon," "ammunition" and "explosive" as used in this section mean any weapon, ammunition or explosive as defined in G.L. c. 140, § 121 et seq. and G.L. c. 148, includes any other item such as, but not limited to, knives, razors, etc., designed to cause death or serious bodily injury. The Town shall clearly mark those buildings where these items are prohibited and shall post notices at each entrance to the building. This policy does not apply to public roads or ways, public spaces, public land, parking areas, or other Town property beyond the enclosed areas of public buildings.

EXCEPTIONS:

Unless a person is otherwise prohibited or restricted by law to possess a dangerous weapon, this policy does not apply to:

- (1) licensed police officers or military personnel who are performing official duties;
- (2) persons who carry a weapon, ammunition or explosive according to the terms of a permit issued under G.L. c. 140 or G.L. c. 148 and who so notifies the Police Chief and/or Fire Chief and who, upon entering the place or facility, directly and promptly proceeds to the person in charge of the facility or the person in charge's designee and obtains written permission to possess the item while on the premises or checks that item in a manner deemed appropriate by the Police Chief and/or Fire Chief;
- (3) persons who possess such items for the purpose of display, evidence or exhibition who gives notice to and are in compliance with any advance notice and safety guidelines set by the Police Chief and/or Fire Chief; or
- (4) security personnel while engaged in official duties.

ENFORCEMENT:

A person found in violation may check their weapon, in a manner deemed appropriate by the Police Chief, and may reclaim the weapon upon leaving, or must immediately and directly depart from the building. A person attempting to enter a public building with a concealed weapon may be prohibited from entry.

In addition to any other action, violations of this policy may result in referrals to external law enforcement agencies and non-compliance may also result in arrest if those law enforcement agencies determine a criminal violation has occurred.

Nothing in this policy shall permit or suggest that a security officer or police authority has the right to stop and search an individual within a Town building based upon this policy.

This policy may also be enforced in accordance with G.L. c. 40, § 21D.

TOWNSEND BOARD OF SELECTMEN

Sue Lisio, Chairman

Wayne Miller, Vice-Chairman

Don Klein, Clerk

Filed with the Town Clerk: _____

VOTED: _____, 2019

EFFECTIVE: _____, 2019

Acknowledgement of Receipt of Policy

I acknowledge receipt of Policy 06-2019 Dangerous Weapons in Public Buildings. Having read said policy, I understand and agree to its terms.

Name (Print)

Signature

Date



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

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

POLICY #07-2019

BOARD OF SELECTMEN

Purpose: The Town of Townsend is responsible for assuring the health and safety of all employees and customers who either work in or visit our municipal buildings. In keeping with this objective, the Town of Townsend does not permit employees or customers to bring their household pets to work.

Policy: Animals in Public Buildings

Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals, particularly dogs.

In addition, the Town of Townsend wishes to prevent pets from fouling the municipal building spaces or damaging town property.

"Therapy" or "Comfort" animals are likewise prohibited.

An employee or a customer who requires the help of a service animal (as defined by 28 CFR 36.104 as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability") will be permitted to bring a service animal into a municipal building, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the town's employees or operations.

Any individual with a grievance regarding an animal at the office should bring the matter to the attention of their immediate supervisor.

APPROVED BY THE TOWNSEND BOARD OF SELECTMEN

FIRST READING: SEPTEMBER 3, 2019

FINAL APPROVAL/ADOPTION: _____, 2019

Sue Lisio, Chairman

Wayne Miller, Vice Chairman

Donald Klein, Clerk

Filed with the Town Clerk: _____

VOTED: _____, 2019

EFFECTIVE: _____, 2019

Acknowledgement of Receipt of Policy

I acknowledge receipt of Policy 07-2019 Animals in Public Buildings. Having read said policy, I understand and agree to its terms.

Name (Print)

Signature

Date

RECORD OF CHANGES

Revision	Date	Change Authority	Change/Affected Sections	Initial of Authority
#1	7.10.18	BOS	16-18 Chairman in consultation with the Town Administrator	

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16-01: PURPOSE:

The Board of Selectmen of the Town of Townsend, recognizing the need to codify the traditional and accepted working relationships among the members of the Board, between the Board and the Town Administrator, supporting staff and between the Board and other Town boards, committees, officials and citizens, and also recognizing the need to systemize and reduce to writing the Board's operating procedures, hereby adopt the following policies.

16-02: PROCEDURE TO ESTABLISH POLICIES AND PROCEDURES:

Draft policies and procedures shall be placed on the agenda for any regularly scheduled meeting of the Board. Drafts should be in writing, and may be introduced by a member of the Board, Town Administrator, or by request of a department. Upon receipt of a draft, the Board may choose to discuss the policy immediately or schedule the discussion for a future meeting. The Board may schedule any hearings or meetings it deems necessary for discussion. The Board should encourage the Town Administrator to distribute a draft policy for comment to appropriate officials as it deems necessary.

The Board shall not vote on a policy at the same meeting that it is first introduced. This rule may be waived if the Board unanimously votes that prompt action is necessary.

The Town Administrator shall be responsible for the maintenance and distribution of all policies and procedures.

16-03: AUTHORITY:

The Board of Selectmen is an elected Board and derives its authority and responsibilities from the statutes of the Commonwealth of Massachusetts, the Charter, and the bylaws of the Town of Townsend.

16-04: ROLE OF THE BOARD OF SELECTMEN:

The Board is the chief executive body of the town. The Board sets the community's vision and provides the leadership required to assure that the mission is followed. The Board is responsible for appointing personnel as identified in the Townsend Charter, developing and implementing policy and reviewing for compliance with said policies. The Town Administrator supports the Board with appointments and policy formulation, implementation, and compliance.

The Board is responsible for supervising the departments of the general government that are not supervised by the other elected officials. This responsibility is delegated to the Town Administrator, and the Board agrees to allow the Town Administrator to provide administrative direction to the departments that fall under the Board's jurisdiction to assure that the Board's policies are implemented in the course of the town's day to day

operations. Department heads shall receive policy direction from the Board through the Town Administrator. Department Heads report to the Board but do so through the Town Administrator. This policy is not intended to limit or otherwise exclude a Department Head from expressing concerns or issues directly to the Board if said concern still exists after first expressing such concerns to the Town Administrator, but rather it is intended to provide a framework for an effective and efficient operation utilizing an appropriate chain of command. If any concerns or issues are brought to the attention of the Board directly, the Board shall report them to the Town Administrator as soon as it is practicable and shall work proactively with the Town Administrator to address the concern or issue. Complaints, concerns and questions about the operation of departments, and suggestions for improvements should be addressed to the Town Administrator, who shall forthwith inform all members of the Board. The responsibility for addressing these issues is thus carried out through the Town Administrator. Selectmen may be called upon to resolve disputes that are unable to be resolved at the staff level.

No individual Board member shall be allowed to direct a Department Head in the methods or manners in which the department's day to day business is to be conducted, unless through the Town Administrator and only if authorized by vote of the entire Board, however, this policy is not intended to limit or restrict the rights of an individual Board member to communicate with any Department Head.

16-05: ROLE OF THE TOWN ADMINISTRATOR:

The Board appoints a Town Administrator who functions as the Town's Chief Administrative Officer. The primary duties of the Town Administrator shall be the day-to-day administration of the general government as outlined in the Townsend Charter section 4-2. The Town Administrator shall also assist and work under the direction of the Selectmen in the formulation, implementation, and compliance of policy.

The Town Administrator shall be the chief administrative officer of the Town, directly responsible to the Board of Selectmen for the administration of all Town affairs for which the Town Administrator is given responsibility the powers and duties of the Town Administrator shall include the following:

To supervise, direct and be responsible for the efficient administration of all functions and activities for which the Town Administrator is given authority.

To see that the personnel policies and practices, rules and regulations are equally administered for all Town employees.

To attend all regular and special meetings of the Board of Selectmen, unless unavailable for reasonable cause, and shall have a voice, but no vote, in all proceedings.

To keep the Board of Selectmen fully advised at a public meeting, in person, or in writing as to the needs of the Town and all Departments and to make recommendations to the Board of Selectmen of actions required to resolve the situation.

To prepare the budgets which fall directly under the Board of Selectmen. To oversee the budgets for the Departments under the supervision of the Selectmen, and in addition the Town Administrator will present to the Selectmen the budgets of elected Officials and the Capital Plan in such a manner that the Selectmen have an understanding of the total budget. The Town Administrator will also work with the Finance Committee, the Accountant and the Treasurer to develop a plan for the funding of appropriations.

The Town Administrator will be responsible for Central Purchasing.

To see that all of the provisions of the laws of the Commonwealth, of this Charter, Town Bylaws, other votes of Town Meeting, and votes of the Board of Selectmen which require enforcement by the Town Administrator or other officers subject to the direction and supervision of the Board of Selectmen, are faithfully executed, performed or otherwise carried out.

To inquire, at any time, into the conduct and operation of any office or any Department, its officers or employees under the jurisdiction of the Board of Selectmen.

To attend all sessions of all Town Meetings and to be prepared to answer all questions raised by voters which relate to warrant articles and to matters over which the Town Administrator exercises any supervision.

To coordinate the activities of all Town departments serving under the Office of the Board of Selectmen with those under the control of other officers and multiple member bodies elected directly by the voters. For this purpose, the Town Administrator shall have the authority to require the persons so elected, or their representatives, to meet with the Town Administrator, at reasonable times, for the purpose of effecting coordination and cooperation among all departments of the Town.

To perform any other duties that are required to be performed by the Town Administrator by By-laws, vote of the Town Meeting or votes of the Selectmen, or otherwise.

The Town Administrator must strive to maintain a close working relationship with all members of the Board. He/she shall regularly brief all the Board members on all important issues.

In order to provide the town with continuity of management and the Town Administrator with job security, the Selectmen are committed to maintaining an employment contract with the Town Administrator, as permitted by statute.

16-06: ROLE OF SUPPORT STAFF OF THE OFFICE OF THE BOARD OF SELECTMEN:

The Board hires support staff, said hiring shall be made by recommendation from the Town Administrator.

The support staff functions as a support for the Town Administrator. Support staff must strive to maintain a close working relationship with all members of the Board and the Town Administrator. Support staff reports to and takes direction from the Town Administrator.

16-07: BOARD RULES AND ETHICS:

1. Member of the Board of Selectmen, in relation to his or her community should:

Realize that he or she is one of a team and should abide by, and carry out, all board decisions once they are made.

Be well informed concerning the duties of a board member on both local and state levels and pursuant to the Charter.

Remember that he/she represents the entire community at all times.

Accept the Office of Selectman as a means of unselfish service and not benefit personally or politically from his/her board activities.

In all appointments, avoid political patronage by judging all candidates on merit, experience, and qualifications only.

Abide by the ethics regulations established by the State and not use the position to obtain inside information on matters which may benefit someone personally.

At all times carry and conduct him/herself in a manner that is appropriate and becoming of a Chief Elected Executive Official of the Town of Townsend.

2. A member of the Board of Selectmen, in his/her relations with fellow board members, should:

Support all Board decisions once they are made.

Recognize that only an action taken at official and legal selectmen's meetings is binding, and that he/she alone cannot bind the board outside of such meetings.

Recognize that he/she should not make any representation to anyone on behalf of the board unless and until the board takes a formal position on the matter.

Uphold the intent of executive session and respect the privileged communication that exists in executive session.

Make decisions only after all facts on a question have been presented and discussed.

Treat with respect the rights of all members of the board despite differences of opinion.

Be responsible and address the concerns and complaints of the citizens, employees, Appointed and Elected Town Officials in Town of Townsend consistent with these policies.

Demonstrate leadership by raising issues and encouraging debate regarding said issues both within the Board and within the community at large.

16-08: TOWN ADMINISTRATOR RULES AND ETHICS:

1. The Town Administrator, in relation to the Board and the community should:

Realize that his/her basic function is to carry out the policies of the Board through day to day administration of the town's business.

Realize that he/she represents the Board and should abide by, and carry out, all lawful Board decisions once they are made.

Be well informed concerning the duties of a Town Administrator on both local and state levels.

Remember that in representing the Board that he/she represents the entire community at all times and that he/she must treat the public in a courteous and respectful manner.

Accept the position of the Town Administrator as a means of unselfish service and not benefit personally or politically from his or her activities.

In recommendations for all appointments or in making appointments, avoid political patronage by judging all candidates on merit, experience, and qualifications only.

Abide by the ethics regulations established by the State and not use the position to obtain inside information on matters which may benefit someone personally.

Participate in discussion at Board Meetings and Town Meetings as required or as requested by the Board.

2. The Town Administrator, in his/her relations with other Administrative Officers, Boards and Committees of the Town should:

Endeavor to establish sound, clearly defined policies that will support the mission statement and practices of good leadership as established by the Board of Selectmen for the benefit of the people of the community.

Recognize and support the administrative chain of command.

3. The Town Administrator, in his/her relations with the board members, should:

Uphold the intent of executive session and respect the privileged communication that exists in executive session.

Treat with respect all members of the Board of Selectmen, be available when requested by members to discuss and/or advise all matters under the authority of the Town Administrator.

Consistent with the law, the Town Administrator should make available all correspondence, mail, emails or other related materials submitted to the office.

16-09: ORGANIZATION OF THE BOARD:

The Chairman shall be elected annually at the first regular meeting following the Annual Town Election. If a vacancy occurs, the Board shall elect a successor. The Board shall further appoint a Vice-Chairman and Clerk under the same provisions stated for the Chairman.

16-10: RESPONSIBILITIES OF THE CHAIRMAN:

The Chairman of the Board shall:

Preside at all meetings of the Board. In doing so, he/she shall maintain order in the meeting room, recognize speakers, call for votes and preside over the discussion of agenda items.

Sign official documents that require the signature of the Chairman.

Call special meetings in accordance with the Open Meeting Law.

Set agenda items with the Town Administrator subject to acceptance of the board when the meeting convenes.

Make liaison assignments and assign overview responsibilities for project and tasks to Board members subject to acceptance of said assignment by the Board members.

The Chairman shall have the same rights as other members to offer and second motions and resolutions, to discuss questions and to vote thereon.

16-11: RESPONSIBILITIES OF THE VICE CHAIRMAN:

The Vice Chairman of the Board shall act in the place of the Chairman during his/her absence at meetings. Should the Chairman leave office, the Vice Chairman shall assume the duties of Chairman until the Board elects a new Chairman.

16-12: RESPONSIBILITIES OF THE CLERK:

In general although not limited, the Clerk's primary responsibility is to make motions and sign documentation needing the Clerk signature as authorized by the entire Board. In absence of the Town Administrator or staff members it is the duty of the Clerk to record meeting minutes.

16-13: REGULAR BOARD MEETINGS:

Regular Board Meetings are held on a schedule voted by the Board. Unless in the case of an emergency, the Board shall not meet on days designated as legal holidays.

16-14: EMERGENCY MEETINGS:

A meeting that is called for any time other than the regular meetings and that is called without the required forty-eight (48) hour posting shall be known as a "Special Emergency Meeting". The same rules as those established for regular meetings will apply. Special Emergency meetings may be called by any member provided that the subject matter is of an emergency nature, a majority of the members agree to meet, due diligence is used in notifying all Board members and the meeting is posted as is required by the Open Meeting Law.

16-15: WORKING MEETINGS:

The Board may conduct informal "working sessions" from time to time as the situation warrants. At such meetings, which will be posted in accordance with the Open Meeting Law, any official action will be taken. A synopsis of transactions of informal meetings will be made a part of the minutes of the following regular meeting.

16-16: MEETING PROCEDURES:

Meetings are to be conducted in accordance with generally accepted rules of parliamentary procedure and the Open Meeting Law. It is the practice that application of such procedures be on a relatively informal basis, due to the size of the group and the desirability of flexibility in the expression of opinion. Robert's Rule of Order is used as a guide in matters requiring clarification.

Although the public and the press have a right to be present at open meetings of the Board of Selectmen, they do not have the right to participate unless they are recognized by the Chair.

A quorum shall consist of two members of the Board. As a practical courtesy, action on critical or controversial matters, such as the adoption of policy or appointments, shall be taken, whenever practicable, with the full Board in attendance.

The Town Administrator is expected to be in attendance at all meetings of the Board. The Town Administrator shall attend in order to keep the Board informed and advised on all matters that fall within the jurisdiction of his/her office. In accordance with the law, he/she shall carry out the actions of the Board as they relate to the conduct and administration of Town affairs under his/her jurisdiction.

16-17: EXECUTIVE SESSION:

Executive Sessions of the Board shall only be held in accordance with the provisions of Massachusetts General Law Chapter 30A, section 21A.

If practicable, executive sessions, other than a few minutes in duration, will be scheduled only at the end of the open meeting. Only items clearly allowed under the Open Meeting Law shall be included in Executive Session. The motion must specify when entering the executive session and the exemption under which the session is sought. A majority of the members present must vote to enter executive session by roll call vote. The motion must state whether or not the Board will reconvene into open session.

16-18: AGENDA PROCEDURES:

The responsibility for coordinating and planning the meeting agenda is that of the Chairman in consultation with the Town Administrator. Each of the Board Members and the Town Administrator may place items on the agenda. The Chairman, in consultation with the Town Administrator, shall schedule a realistic time period for each appointment, interview, conference or other scheduled item of business.

All items for the agenda are expected to be submitted to the Town Administrator by the close of business on the Wednesday before Tuesday Board meeting. Items of emergency or strictly routine nature that develop after closing of the agenda may be considered under "Chairman's additions to the agenda".

The Town Administrator prepares background material for the meeting and should make an effort to have such material available at least four days before any regularly scheduled meeting. If background information is insufficient or complicated or if complex memos or motions are presented at the meeting which were not in the Board's meeting packet, any member should feel free to request the tabling of the item to allow careful study of the material presented or the motion proposed.

The agenda shall be available to the public and the press at the Selectmen's office at least two days before the meeting date and shall be posted with the Town Clerk in accordance with the charter on the town's posting board and the town website.

Copies of the minutes of the previous meeting and all important correspondence, reports and other pertinent background materials shall be forwarded with the agenda to Board members.

16-19: MINUTES:

The Town Administrator and/or their designee shall record open meetings of the Board unless no such persons are available, then the responsibility will rest with the Clerk of the Board. The minutes of the Board of Selectmen constitute the official record of the Board under Federal, State and Local Law.

Minutes shall be circulated to the members of the Board before the meeting for approval by the Board. By unanimous consent, minor corrections may be made to the minutes without advance circulation of such corrections.

Minutes shall contain a full statement of all motions made and voted by the Board and of the disposition of all proposals for action. Approved minutes with all attached documentation and materials presented and/or discussed will be forwarded forthwith to the Office of the Town Clerk and uploaded to the town's website. No such material discussed or presented will include any confidential or sensitive matters before redacting such in order to protect and respect the rights of individuals.

16-20: APPOINTMENTS:

The Board makes numerous appointments each year. Appointments are generally made for one or three years in length. In no case, may appointments be made for more than three years unless specifically allowed by statute. Appointments generally are made on or before June 30th of each year.

Committee Appointments: Whenever possible the Board will seek variety in backgrounds, interests, ages, sex and geographic areas of residents, so that a true cross section of the community will be reflected. In order to attract qualified and interested persons, vacancies will be made public as far in advance of appointment as practicable.

It is the practice of the Board to accept the recommendation of the sitting committee members for appointment of new members.

16-21: ADVISORY COMMITTEES OF THE BOARD OF SELECTMEN:

The Board may appoint standing or ad hoc advisory committees to aid on matters under the Board's jurisdiction. The use of such advisory committees provides greater expertise and more widespread citizen participation in the operation of government. Charges to

advisory committees shall be in writing and shall include the work to be undertaken, the time in which it is to be accomplished and the procedures for reporting to the Selectmen.

Each committee must report in writing at least annually to the Selectmen. The Board will discharge committees upon the completion of their work. In addition, each Committee shall be provided with a Committee Handbook addressing issues such as conduct and law. This Committee Handbook should be reviewed every two (2) years.

16-22: RELATIONS WITH TOWN BOARDS, COMMITTEES AND COMMISSIONS:

The Board of Selectmen is aware that coordination and cooperation is needed among the Town's Boards, Committees and Commissions not only in the day to day operations but also to:

- A. Set town wide goals and priorities,
- B. Identify and anticipate major problems and working together towards their resolution, and
- C. Develop a process for dealing with federal, state and county government.

Therefore, as the executive board that is historically responsible for the overall leadership and coordination of town affairs, the Selectmen will require that the Town Administrator to:

At least two times each year schedule meetings with Boards, Committees, and Commissions to carry out functions listed above. One meeting, shall, if possible, be held between the annual election and the start of town meeting for the purpose of reviewing the warrant and expediting town meeting.

On behalf of the Board, the Town Administrator is responsible for inter-board communications in the day to day operations of government. The Town Administrator shall develop a process for exchange of information and the provision for advice and recommendations among the Boards, Committees and Commissions with common interest, which shall include but not be limited to the exchange of minutes, the establishment of a central repository for data, studies and reports and the appointment of members or staff of boards, committees or commissions as liaison with one another around common projects.

16-23: RELATIONS WITH CITIZENS:

The Board recognizes that it both represents and is accountable to all the citizens of the town. It is the Board's policy to make every effort to strengthen communications with its citizens. Measures will be instituted to increase citizen participation, encourage citizen input into governmental decisions and to keep citizens informed of all actions contemplated or taken by the Board and the

town meeting which will affect them.

Persons who will be directly affected by proposed Board discussion and/or action will be notified by the Town Administrator of the date and time of meeting at which the matter will be discussed or acted upon by the Board.

In considering matters of citizen concern at a regular meeting, the public will be allowed to ask questions or make statements relative to the matter under consideration at the discretion of the Chairman or upon request of any member of the Board.

All citizen questions and complaints are to be answered promptly. Questions and concerns relating solely to the Office of Selectmen shall be answered promptly by the Town Administrator. Those needing prompt attention by the Board should be referred to the Chairman for consideration and possible inclusion on the next meeting agenda.

16-24: EMPLOYEE GRIEVANCES:

Employee grievances are to be handled as outlined in the Town's Personnel Policies and Procedures or through the conditions set forth in a union contract for those employees covered by such agreements. If employee grievances are brought to the attention of a Board member it shall be Board policy to proceed as follows:

The employee will be shown the administrative process to be followed. A meeting with the Board may be requested by any employee; the Board shall defer such meeting until other remedies available to the employee under the Personnel Policies and/or collective bargaining agreements have been exhausted.

16-25: HEARINGS BEFORE THE BOARD:

Hearings before the Board of Selectmen generally shall be conducted in accordance with the statutory requirements applicable to the particular matter.

16-26: INSPECTION OF PUBLIC RECORDS:

This section complies with 950 CMR 32.00: Public Records Access for the guidance of supervisory and administrative personnel, and to insure that disputes regarding access to particular records are resolved expeditiously and fairly.

Every person has the right to inspect or receive copies of public records in the custody of the Selectmen's departments without unreasonable delay. Every effort shall be made to provide such public records in a timely fashion and in accordance with the law.

16-27: DEPARTMENTAL MEETINGS AND REPORTING:

In an effort to keep the Board of Selectmen informed and to provide Department Heads with an opportunity to communicate departmental activities in a more efficient and formalized fashion, the Board of Selectmen requires the following:

Each Department Head shall be required to submit a monthly written report to the Selectmen's office. This report shall describe all activities undertaken by that Department Head and his/her department employees during the prior month. Particular attention should be paid to how the department head's actions during the prior month fit in with the department's annual goals and objectives. These written reports are intended to help keep the Board of Selectmen informed, to relieve Department Heads from the obligation of attending the meetings on a regular basis, and to free up valuable time at Selectmen's meetings for non-routine matters.

The Town Administrator shall coordinate and schedule monthly Department Head meetings on the first Tuesday of the month and report all agenda topics and discussions to the Board of Selectmen at their regular scheduled meeting. OML? All monthly reports should be submitted to the Town Administrator at the monthly department meetings with discussion regarding the reports to be held at the meetings with other departments to ensure open communication and cooperation with all departments in conducting the work needed to ensure the success of the community needs and objectives.

While this policy is a requirement for all Department Heads under the jurisdiction of the Board of Selectmen, it is also an open opportunity for other Elected or Appointed Officials, Boards and Commissions to keep the lines of communication open.



Town of Townsend

Office of the Treasurer
272 Main Street
Townsend, Massachusetts 01469-1519
www.townsend.ma.us

Anna Noyes, Town Treasurer/Collector
Email: treasurer@townsend.ma.us

Office: (978) 597-1708
(978) 597-1702
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Treasurer/Collector Report – Town Payroll

First of all, I would like to apologize for the delay in delivering this report and thank you for your patience and support. As you know, I started in this position just few months ago and have not had that much experience with our Town payroll system. During the last couple of weeks however, I was able to research the process, and gather feedback that will help delivering more comprehensive report.

Payroll Process

Town of Townsend processes payroll bi-weekly utilizing Payroll Forward system provided by Harpers Payroll. The employee records are stored electronically in the system in addition to physical files that are kept in the Treasurer's office.

The bi-weekly payroll run consist of following steps:

- Town employees fill out the time cards and submit them to their supervisors
- the Department Heads approve time cards and prepare department cover sheet with totals
- certified time cards along with coversheet are submitted to the Treasurer's office
- Department Assistant enters each employee totals (regular hours, sick time, overtime, ect.) information into payroll system and prepares the payroll report
- Treasurer verifies the report for accuracy
- Accountant verifies payroll for compliance and enters totals into Vadar
- payroll file is submitted to Harpers Payroll
- Harper's processes direct deposits and agency checks.
- Treasurer's office receives paystubs and distributes them to the town employees.



Town of Townsend

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Sick, vacation, and comp time accruals

Sick, vacation and Personal time off, as well as appropriate accruals are automatically calculated and tracked in Harpers system. The Treasurer's office prints the employee accrual report after each pay period and provides for the departments to verify.

Comp time is granted at the discretion of the supervisors and tracked within the departments.

Efficiency

Collecting employee time and attendance information is time consuming and inaccurate resulting in lost time and overpayment. The same time information is manually entered on the paper timecard by employee, totals are manually calculated by the Department Head or designee for the purpose of preparing the coversheet and then the same information is entered again to the Harper's system by the Payroll Assistant. The process is inefficient, time consuming and prone to error.

Timesheets issues

Most of time sheet issues are the result of manual process, and inevitable human error. The typical problems we see are as follows:

- time cards are in different formats which causes confusion during reading and verification process
- hours and overtime are calculated incorrectly on time cards
- rates on the coversheet are different then in Harpers
- timecards do not match cover sheet
- accruals do not match in different timekeeping systems
- signatures are missing on timecards and/or coversheet
- calculation of overtime or holiday or time off pay does not match the contract



Town of Townsend

Office of the Treasurer
272 Main Street
Townsend, Massachusetts 01469-1519
www.townsend.ma.us

Anna Noyes, Town Treasurer/Collector
Email: treasurer@townsend.ma.us

Office: (978) 597-1708
(978) 597-1702
FAX: (978) 597-8135

Occasionally, we do not receive change of status or new employee paperwork on time which results in delays and additional research while approaching bi-weekly payroll deadline.

Recommendations

The Town is in need of implementing system that would eliminate most of the manual data entry and process time cards automatically, based on employee clocking in and out.

My recommendation is that Town implements Time and Attendance System provided by Harpers Payroll. The system is successfully utilized by neighboring towns: Pepperell and Ayer among others.

Harpers' time and attendance system increases productivity by automatically implementing and enforcing specific work rules and pay policies. Labor intensive timecard scoring and entry to payroll are eliminated, resulting in increased accuracy and time savings. Flexible Pay Rules and Pay Categories would allow to accommodate various scenarios in regards to department and union contracts.

I was able to obtain the preliminary quote on implementing Time and Attendance for Townsend from Harpers Payroll. Please review attached information and let me know of any questions regarding the quote or payroll process.

Timekeeping Solution

Control labor costs with automated time and attendance management

Looking to gain a competitive advantage and drive bottom-line results? Our timekeeping solution provides the complete automation and high-quality information you need — when and where you need it — to help your organization control labor costs, minimize compliance risk, and improve workforce productivity.

Our timekeeping module addresses all your time and attendance requirements — from timecard management and labor cost tracking to employee scheduling and absence management. The solution simplifies routine tasks such as approving timesheets, correcting exceptions, responding to time-off requests, and managing schedules, using configurable built-in workflows. Real-time visibility makes it easy to manage exceptions, enforce work and pay rules, and update schedules for ongoing compliance and cost control. And robust reporting provides real-time insight to drive more informed decision making and help you optimize your labor spend.

Capture accurate labor data from a variety of sources

Our timekeeping solution automatically captures labor information from a wide variety of data collection sources, including the Kronos InTouch® time clock, web entry, telephony, and mobile applications. The module lets employees clock in and out for shifts or meals and perform labor transfers using an intuitive web-based interface. It can also track salaried employees and other workforce segments that need to assign time to projects. For organizations with a dispersed or mobile workforce, our solution offers a mobile app with geographic punch restrictions and a telephony option that captures employee time data via a landline or mobilephone.

Key Benefits

- » **CAPTURE ACCURATE TIMEKEEPING DATA** from time clocks, the web, and mobile sources
- » **TRACK AND UNDERSTAND TRUE LABOR COSTS** by enforcing user-defined pay rules
- » **MAINTAIN COMPLIANCE** and payroll accuracy with simplified timecard management
- » **MANAGE EXCEPTIONS**, including missed punches and early/late arrivals, in real time
- » **IMPLEMENT SCHEDULES** that tightly align staffing with operational goals
- » **FREE IT** from maintenance and upgrade hassles with a cloud delivery model

1:51pm (EDT) Timesheet Edit														
<div> Back Home Manage Time Manage Timesheets All Timesheet Edit </div> <div> Save Undo Approve Reject Back Details Show Map Info </div>														
Employee: JF Harkins (14)														
<div> Timesheet Exception Calc Detail Calc Summary Requests Summary By Day </div>														
Date	Raw Total	Schedule	Exceptions	Calc. From	Calc. To	Calc. Total	Weekly	Pay Period	Department	Rate Table	Rate	Evening	Overtime	Regular
Mon 06/25/2012	10.75	N/A	01	Mon 06/25	Mon 07/02	10.75	10.75	10.75	MTC Warehouse/Assistant Manager	15.82	4.00	2.75	4.00	
Tue 07/03/2012	N/A	N/A	01	Tue 07/03	Tue 07/10				MTC Warehouse/Assistant Manager					
Wed 07/04/2012	11.00	N/A	01	Wed 07/04	Wed 07/11	11.00	21.75	21.75	MTC Warehouse/Assistant Manager	15.82	3.00	3.00	5.00	
Thu 07/05/2012	12.25	N/A	01	Thu 07/05	Thu 07/12	12.25	34.00	34.00	MTC Warehouse/Assistant Manager	15.82	4.25	4.25	1.00	
Fri 07/06/2012	12.25	N/A	01	Fri 07/06	Fri 07/13	12.25	46.25	46.25	MTC Warehouse/Assistant Manager	15.82		3.75	11.15	
Sat 07/07/2012														
Sun 07/08/2012														

Our timekeeping module automatically flags exceptions that violate your organization's policies and sends them directly to the appropriate manager for immediate corrective action.

The configurable employee dashboard enables employees to request time off; view their schedules, timecards, and accrued time-off balances; and more — all from a single screen. Employees can also use the dashboard to review, approve, annotate, and submit timesheets, which are automatically routed to managers, or a series of approvers, through a custom workflow.

Simplify routine time and attendance tasks to drive efficiency

The timekeeping dashboard provides one-click access to key data and frequently performed tasks — in real time — to speed and ease time and attendance management. The solution simplifies tasks such as approving timesheets, correcting exceptions, responding to time-off requests, and managing schedules that occur daily, weekly, or per pay period. In addition, the time-off calendar provides at-a-glance visibility into which employees are off and when. Alerts, notifications, and reporting keep managers up to date on PTO management so they can minimize the impact of absences.

Maintain compliance with real-time visibility into exceptions

Exceptions such as missed punches, early/late arrivals, and extended or skipped breaks can result in payroll errors and increased compliance risk. Our timekeeping solution automatically flags exceptions that violate your organization's policies and alerts managers so they can take action. Complete automation eliminates timekeeping errors, while real-time calculations help maintain compliance and payroll accuracy. Plus, the system automatically sends the correctly calculated hours to the Harpers Payroll system so that each employee check is cut right the first time.

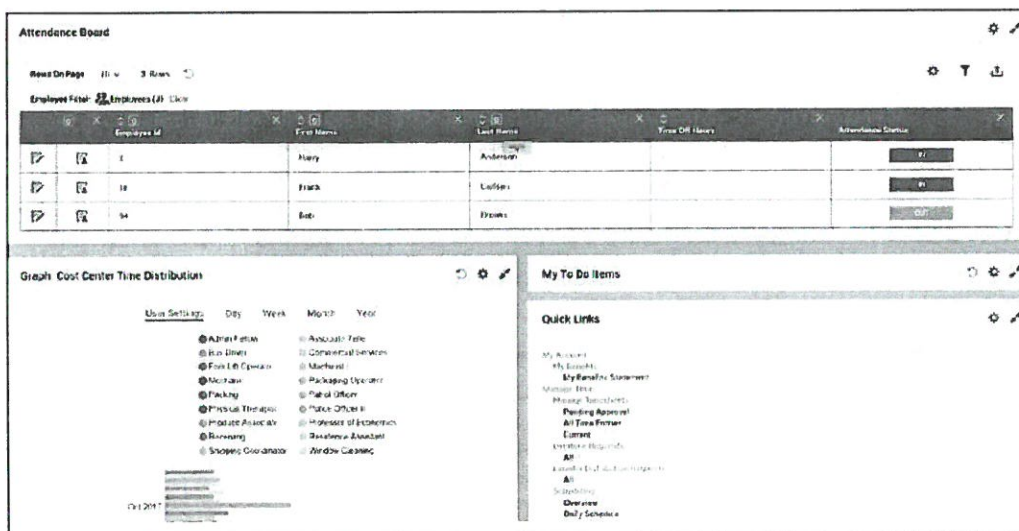
Automate attendance tracking and accruals for peace of mind

Manual attendance management processes are not only complicated and error prone — they also make it difficult to document infractions and prove compliance. Our timekeeping solution automates policies for attendance and accruals to drive more accurate, consistent enforcement. The system automatically updates employee attendance points/ occurrences to reflect the accurate balance — with no manual intervention required — giving managers immediate visibility into current status. In addition, with our accruals module, the system calculates accrued time off based on an employee's performance/attendance points.

Managers can easily enforce absence-related policies, including federal, state, and organization regulations. The system makes it simple to confirm each employee's eligibility for paid and unpaid leave based on vacation, sick time, and other user-defined criteria. Our timekeeping solution automatically notifies managers when employees exceed established point thresholds to help ensure compliance.




Assign and track employee schedules with ease

Our timekeeping solution makes it simple to assign daily, weekly, or configurable patterns to schedules. For flexibility and convenience, you can assign employees to schedules or schedules to employees, view preferences, make adjustments on the fly, and give employees access from the web, a mobile app, or the time clock. You can even track scheduled hours versus worked hours, as well as projected hours, to more effectively budget labor costs, forecast overtime, and keep costs within expectations.










Information-rich dashboards provide real-time insights to drive better human capital management decisions. Format and save almost any screen as a report to meet your specific business needs. Export or deliver reports at a scheduled time to provide the right people with the right data — right when they need it.

Time & Attendance Pricing for Town of Townsend

Units	Description	Cost
Section 1: SOFTWARE		
	HP WebTime Time & Attendance Software Includes browser-based access for all employees, clock in/out, electronic timesheet submissions, supervisor review and edit, electronic interface to payroll. Optional features: <ul style="list-style-type: none"> Email Report Generator Integrated Document Storage 	\$2.95 / active EE / month \$7.50 / month \$15.00 / month
Total Section 1 Software:		TBD
Section 2: SAMPLE DATA COLLECTION OPTIONS		Purchase
	Web-based employee clock-in (requires PC with Internet access)	Included in Section 1
	Mobile Smartphone App – Android or iOS. Available for managers (Timesheets, Schedules, Approve Time Off Requests) and employees (Clock In/Out, Time Off Balances, Request Time Off)	\$450 (one-time cost)
	Please refer to attached "Hardware at a Glance" for additional Time Clock Options.	
Total Section 2: Data Collection Hardware:		TBD
Section 3: ESTIMATED PROFESSIONAL SERVICES		
	Configuration, Implementation and Administrator Training	\$750.00
	Additional post-implementation On-Site Supervisor and Employee training sessions upon request by customer	\$115/half day
	Web-Based Supervisor and Employee training sessions	No Charge
Total Section 3: Estimated Professional Services		TBD
Section 4: ANNUAL MAINTENANCE		
Annual Hardware Maintenance		18% of total hardware price
Annual Software Maintenance		Included in Section 1

Hardware at a Glance

	Model	ZS-300	HP-1000	HP-2000	HP-3000	ATS Prodigy	ATS Nema	InTouch Rental
CONNECTIVITY	CLOCKS							
	Ethernet	Y	Y	Y	Y	Y	Y	Y
	USB							Y
	Barcode					Y	Y	Y
INPUT METHOD	Magnetic Proximity					Y	Y	Y
	HID	Y#				Y	Y	Y
	Keypad	Y#	Y	Y	Y	Y	Y	Y
	Biometric		Y	Y	Y	Y	Y	Y
DATA CAPACITY	Touch Screen							Y
	EE User Capacity	1,000	100	512	512	5,000	5,000	>10,000
	MEM Upgrade		Y	Y	Y			
	Levels of Job Costing				3	5	5	5
FUNCTIONALITY	Extra Pay				Y	Y	Y	Y
	Relay - Door				Y+	Y ^{AA}	Y ^{AA}	Y
	Relay - Bell				Y+	Y ^{AA}	Y ^{AA}	Y
	Extreme Environment						Y ^{AA}	
	Validate Users	Y				Y	Y	Y
	Validate Cost Centers					Y	Y	Y
	Check Schedules				Y ^A	Y	Y	
	Prompt IN / OUT	Y	Y	Y	Y	Y	Y	Y
PRICING	EE - View Accruals & Schedules					Y	Y	
	Magstripe / Barcode Badge	\$595.00	\$1,625.00	\$1,895.00	\$2,195.00	\$1,430.00	ask for pricing, dep.	\$120.00/mo.
	HID Proximity Badge					\$1,595.00		\$135.00/mo.
	Fingerprint					\$2,150.00	on config.	\$155.00/mo.

LEGEND

= Uses proprietary proximity cards

* = Can handle up to 1,500 finger prints.

+ = Each device comes with one relay, used for either door or bell (not both).

Note: Hardware Orders require a 50% down payment

^A = Can only handle 60,000 schedules

^{AA} = Relays must be ordered at time of purchase, as they are built to spec.

" = Can be used either as a relay or for punching, but not both.



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

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

Wayne Miller, *Vice-Chairman*

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

SELECTMEN'S MEETING MINUTES FOR AUGUST 5, 2019 AT 6:30 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 6:30P.M.
Roll call vote showed 2 members present and 1 member absent: Chairman Sue Lisio (SL), Vice-Chairman Wayne Miller (WM), absent Clerk, Don Klein (DK).
- 1.2 Pledge of Allegiance
- 1.3 Chairman's Additions or Deletions - None.
SL asked for a moment of silence for the victims of the recent mass shootings.
- 1.4 Public Comment Period - None.

II. APPOINTMENTS - VOTES MAY BE TAKEN:

- 2.1 Joint meeting with the Board of Water Commissioners, RE: Recommendation/ vote to contract/hire an Interim Water Superintendent.
The Selectmen met with the Water Commissioners. Michael MacEachern called the Water Commissioners to order. Mr. MacEachern informed the Board that he has been working with Mr. Kreidler, and did speak with and discuss hiring Weston & Sampson as a contractor. Mr. Kreidler explained he spoke with Weston & Sampson; they stated they will see if there's someone available as they are short staffed due to retirements.

Mr. Kreidler explained, he informed Mr. MacEachern to continue to look for someone and possibility the Selectmen could structure a motion to allow the Commissioners to find someone to help out in the Interim. SL expressed disappointment in that the Commissioners were to bring a resolution to the Board of Selectmen. SL asked the Commissioners to post and meet as needed to resolve the situation. Discussion ensued regarding the continuation of the meeting for the Water Commissioners to resolve the situation. The Board of Selectmen agreed to vote to authorize outside of a meeting once the Water Commissioners find a resolution.

Discussion continued, regarding the responsibilities of an Interim and the job description along with expectations.

WM moved to authorize the Board of Water Commissioners to work together on identifying and securing a contract for Interim Water Superintendent and sign such an agreement outside of session. SL seconded. Unanimous vote.

Todd Melanson moved to continue the meeting of the Board of Water Commissioners to the Water Commissions offices to August 8, 2019 to discuss the list of possible candidates for Interim Superintendent. Michael MacEachern seconded. Unanimous vote.

III. ADJOURNMENT:

WM moved to adjourn at 6:45P.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 August 5, 2019 by the Board of Selectmen this
_____ day of _____, 2019.*



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

Sue Lisio, *Chairman*

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*

James M. Kreidler, Jr.,

(978) 597-1701

Town Administrator

REVISED SELECTMEN'S MEETING MINUTES FOR AUGUST 6, 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 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.

SL announced the meeting was being tape recorded.

Correction for 4.5, changed from \$21,179.00 to \$21,719.00

1.4 Public Comment Period.

Veronica Kell inquired about the process used to make appointments to the Conservation Commission.

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

2.1 6:05P.M. Public Hearing, RE: Telephone Pole installation on 18 Proctor Road

SL opened the public hearing and welcomed the petitioner. DK read the legal notice into the record (see attached). A sign in sheet was circulated to audience members.

DK moved to approve the application for placement of the poles and wires as indicated in the public hearing notice. WM seconded. Unanimous vote. SL closed the public hearing.

2.2 6:15P.M. Joint meeting with Board of Assessors, RE: Appoint Julie Byars as a member of the Board of Assessors until the next annual town election

Ms. Byars attended the meeting and introduced herself.

DK moved to approve the appointment of Julie Byars to the Board of Assessors until the next annual town election. WM seconded. Unanimous vote.

2.3 6:20P.M. Joint meeting with the Townsend Housing Authority, RE: Appoint Courtney Borelli as a member of the Townsend Housing Authority until the next annual town election.

DK moved to appoint Courtney Borelli to the Townsend Housing Authority until the next annual town election. WM seconded. Unanimous vote.

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

- 3.1 DK moved to appoint Victoria Janicki to the Zoning Board of Appeals for a term effective August 6, 2019 to June 30, 2022. WM seconded. Unanimous vote.

SL inquired as to the process and the policy to be drafted regarding appointments for Boards/Committees. WM and DK would like to review a draft policy and then discuss further at a future meeting.

- 3.2 DK moved to appoint Craig Stevens as an associate member to the Zoning Board of Appeals for a term effective August 6, 2019 to June 30, 2020. WM seconded. Unanimous vote.
- 3.3 DK moved to appoint Zachery Leonardo as a Laborer to the Townsend Highway Department effective August 6, 2019 contingent upon the passing of CORI and medical exam with a one-year probationary period. WM seconded. Unanimous vote.
- 3.4 DK moved to appoint Keith Letourneau as a Foreman to the Townsend Highway Department effective August 6, 2019. WM seconded. Unanimous vote.
- 3.5 DK moved to appoint Kathleen Considine to the Council on Aging effective August 6, 2019 to June 30, 2020. WM seconded. Unanimous vote.
- 3.6 DK Moved to appoint Kaila Temple as a full-time firefighter/paramedic effective August 6, 2019 to June 30, 2020 contingent upon a background check and medical exam with a one-year probationary period. WM seconded. Unanimous vote. DK asked if the motion has to be contingent upon Kaila passing Fire Dept training. Mr. Kreidler stated that would be noted as the job mandates it.
- 3.7 DK moved to appoint Drew Brassard as a full-time firefighter/paramedic effective August 6, 2019 to June 30, 2020 contingent upon a background check and medical exam with a one-year probationary period. WM seconded. Unanimous vote.
- 3.8 DK moved to appoint the following as Election Officials for a one-term term effective September 1, 2019 to August 31, 2020 as listed below as submitted by the Town Clerk, Kathleen Spofford:

Wardens:

Betty Mae Tenney
Jane Stonefield
Sharon Lacasse

Clerks:

Joyce Boyes
Jane Jackson
Lindsay Morand

Inspectors:

Linda Robichaud
Carole Mansfield Buxton

Eino Kauppi
Elaine Martin

Paula Woodman
Mary Szurley
Jan Wesson-Snapp
Louise Thorpe
Heidi Munroe
Clare Kauppi
Marie Barnaby
Sandra Stevens
Lynn Pinkerton
Karen Clement
Helen Kezar
Pat Jemiolo
Linda Durette

Donna Miller
Darlene Coit
Barbara Wheeler
Sue Gerken
Peter Buxton
Jerri Bozicas
Debbie Stoll
Kathy Spaulding
Ellen Duval
David Niemala
Anne Foresman
Janet Vesper
Sandy Tuttle

Ballot Box Clerks:

Brian Colby
Cheryl Simoneau
John Stonefield

Counters:

Andrea Wood
Michael Foster
Brian Funaiolo

WM seconded. Unanimous vote.

- 3.9 DK moved to appoint Veronica Kell to the Montachusets Joint Transportation Committee as the Planning Board Representative effective August 6, 2019 to June 30, 2020. WM seconded. Unanimous vote.
- 3.10 DK moved to appoint James M. Kreidler, Jr as the Chief Procurement Officer and Municipal Hearings Officer for a one-year term effective July 1, 2019 to June 30, 2020. WM seconded. Unanimous vote.
- 3.11 DK moved to appoint Paul Krapf as the Municipal Custodian effective August 6, 2019 contingent upon the passing of a CORI check and medical exam with a one-year probationary period. WM seconded. Unanimous vote.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 4.1 Review/Approve/Sign a road opening permit, RE: Emery Road
The Board reviewed the permit (please see attached). DK moved to approve and sign the road opening permit for the Emery Road permit. WM seconded. Unanimous vote.
- 4.2 Review/Approve/Sign a road opening permit, RE: Meadow Road
The Board reviewed the permit (please see attached). DK moved to approve and sign both permits out of session. WM seconded. Unanimous vote.
- 4.3 DK moved to approve and sign out of session an agreement/contract with Tighe & Bond for construction observation for the project, Main Street Water Main Replacement, in the amount of \$18,500.00 as recommended by the Water Commissioners. WM seconded.

Unanimous vote. WM seconded. Unanimous vote. SL commented; this contract allows for someone to watch over the entire project on behalf of the town.

- 4.4 Review/Approve/Sign a contract with Weston & Sampson for Environmental Monitoring in the amount of \$9,000.00 as recommended by the Board of Health.

The Board reviewed the contract (see attached. DK moved to approve and sign outside of session a contract with Weston & Sampson for Environmental Monitoring in the amount of \$9,000.00 as recommended by the Board of Health. WM seconded. Unanimous vote.

- 4.5 Review/Approve request to accept \$21,719.00 from the Mass Health Ambulance CPE program and place in the Ambulance Receipt Account Reserved for Appropriation as requested by the Fire-EMS Chief
DK moved to accept \$21,719.00 from the Mass Health Ambulance CPE program and place in the Ambulance Receipt Account Reserved for Appropriation as requested by the Fire-EMS Chief. WM seconded. Unanimous vote.

- 4.6 Review/Comment on a Mandatory Referral from the Planning Board, RE: Open Space Subdivision application for Townsend Hill Realty Trust

The Board reviewed the referral (please see attached) DK moved to thank the Planning Board of the referral, the Board has no comment on the subdivision application. WM seconded. Unanimous vote.

- 4.7 Review/Authorize the Town Accountant to sign a three-year contract with Vadar Systems for financial software application services

DK moved to authorize the Town Accountant to sign a three-year contract with Vadar Systems for financial software applications services. WM seconded. Unanimous vote.

- 4.8 Review request (s) from the Division of Fisheries & Wildlife to support the purchase of land, RE: off North End Road

The Board reviewed the request from DFW (please see attached) DK moved to support the purchase of the property off North End Road and to send a letter of support. WM seconded. Unanimous vote.

SL read the letter from the Division of Fisheries and Wildlife into the record (see attached)

The Board will review the other parcel at the next Selectmen's meeting.

- 4.9 Review/Authorize the Town Administrator to sign a three-year agreement/contract with Melanson Heath for audit services

DK moved to authorize the Town Administrator to sign a three-year agreement/contract with Melanson Heath for audit services. WM seconded. Unanimous vote.

Mr. Kreidler stated Counsel has reviewed. SL questioned if we want any additional services from them. Mr. Kreidler suggested the forming of an audit committee.

- 4.10 Review/Approve/Authorize the Town Administrator to sign the Professional Services Agreement with the Edward J. Collins, Jr. Center for Public Management

DK moved to authorize the Town Administrator to sign the Professional Services Agreement with the Edward J. Collins, Jr. Center for Public Management. SL seconded. Unanimous vote. WM asked about the payout schedule and wants to know if there's any charge for edits and revisions and would like it outlined in the contract.

4.10.1 Review wages/salary and worksheets/questionnaires as provided by the Collins Institute

DK stated he spoke with the Ethics Commission and he cannot vote if the analysis includes his son. The Board discussed whether a part time firefighter would be included. SL suggested when the Board discusses the positions to be included, the Board can exclude DK's son and discuss separately from the other positions.

- 4.11 DK moved to approve and sign a one-day special license for Paul Martin, V.F.W. Post #6538 in conjunction with a baby shower to be held on August 18, 2019 with sale hours from 1:00P.M. to 5:00P.M. WM seconded. Unanimous vote.

- 4.12 DK moved to approve and sign a one-day special license for Paul Martin, V.F.W. Post #6538 in conjunction with a birthday party to be held on October 5, 2019 with sale hours from 5:00P.M. to 10:00P.M. WM seconded. Unanimous vote.

- 4.13 Review reimbursement request from an employee who lost his hearing aid
DK moved to review the reimbursement request from an employee who lost his hearing aid. WM seconded. SL confirmed the Town's insurer does not cover this type of loss. Additional discussion included: what types of personal property could be covered, examples included phones and eye glasses, etc., what the town's responsibility is in regards to the losses. SL asked for a vote to approve. SL (No) DK (No) and WM abstained from the vote.

- 4.14 Review/Approve/Sign mylar for Bridge No. T-07-013, RE: aka West Meadow Bridge
Mr. Kreidler explained this is the final design for the bridge. SL inquired about a special pen. Mr. Kreidler suggested a vote to sign outside of meeting. DK moved to approve and sign outside of a meeting the mylar for Bridge No. T-07-013 aka West Meadow Bridge. SL seconded. Unanimous vote.

- 4.15 Discussion regarding the Fall Special Town Meeting

SL would like the Departments/Boards/Commissions to know the Selectmen are anticipating an early Special Town Meeting, hoping the beginning of November. Mr. Kreidler explained when the Board opens the warrant, notification will be sent out for article submission.

4.16 Review/Approve a new job description and position for the Library, RE: Young Adult Librarian/Youth Services

The Board reviewed the job description for the Young Adult Librarian/Youth Services (please see attached).

DK moved to approve the new job description and position for the Library for Young Adult Librarian/Youth Services. WM seconded. SL inquired if this position will be part of the update from the Collins Center. Mr. Kreidler confirmed it would be. Unanimous vote.

V. WORK SESSION - VOTES MAY BE TAKEN:

5.1 Town Administrator updates and report.

a. Communications Plan for Debt Exclusion

Mr. Kreidler as explained in a previous discussion, the Board wanted a plan for communicating to residents the road plan for the debt exclusion. Mr. Kreidler reviewed as follows:

1. Postcard information
2. Flyer with additional information
Both will have links where the information can be found.
3. Information night as a stand-alone meeting
4. Possible Q & A with the TBA
5. Discuss the cost and potential impact with explanation how the funds can only be used for the intended purpose.
6. Discuss the plan approval and recommended by the Highway Superintendent, the Board of Selectmen, the Finance Committee and the residents at the Spring Town Meeting.
7. Blast emails or calls with information only, no advocacy

WM suggested bringing this discussion to a work session and decide what they'd like to put forward

SL stated the work session for Friday is preparation for the Collins Center, review of policies and looking at the Town Administrator job description.

b. Water Department IT Security Update

Mr. Kreidler stated all firewalls have been updated and the SCADA system has separate server and is stand alone to prevent any outside access. Hartley Pleshaw informed the Board the Technician is waiting for different parts and the new video system should be ready to be used in 2 weeks if all goes well. The firewall in Town Hall will be replaced within 2 weeks, once complete, office 365 will be installed. Data voice cabling for phone system

has 3 quotes, the chosen quote is \$9,700.00 and will be moving forward.
Upgraded six PCs at Library, Highway, and Senior Center.

- c. Update on TV Video Camera Installation
See above
- d. Update on IT project
See above
- e. HVAC project for Library/Senior Center
Mr. Kreidler informed the Board, an independent vendor has come in to assess and make adjustments. The transition point now is having an independent energy vendor. SL inquired as to the energy committee involvement. Mr. Mercurio was to work with the Committee, with Mr. Mercurio being out, Mr. Kreidler will oversee the project for energy efficiency and will reach out to the energy committee.
- f. Update on Nashoba Dispatch
Mr. Kreidler explained Chief Boynton has been working on the feasibility study for the regionalization with Ashby & Pepperell using the LRTA grant. Mr. Kreidler explained, E-911 relayed some of the upgrades done for the regionalization with Nashoba would be transferrable, however, any additional transition costs would need to be appropriated from the town. Mr. Kreidler informed the Board that he did speak with a Selectman in Ashby who is working on the project, the Selectman inquired as to the budget. Mr. Kreidler informed him while an additional amount was appropriated over the assessment for the last 3 years, the town will not be carrying that amount forward in future budgets. The Ashby Selectman asked if the town would be willing to fund \$350,000 to \$400,000 to regionalize with Pepperell and Ashby vs the \$180,000 for the current assessment. SL inquired as to any updates from the Admin Board that Mr. Kreidler serves. Mr. Kreidler informed the Board the audit was completed and all is accounted for. Additional discussion ensued regarding the backup for Townsend and the issues with dispatching for the Fire Departments, level of attention paid between police and fire and how to communicate the issues.
- g. ADA Grant Opportunity
The grant opportunity in the amount of \$250,000 is open for application. Mr. Kreidler suggested working with Senator Tran to get the \$500,000 earmark and applying for the \$250,000, allowing \$750,000 for renovations of the Hart Free Library.

Mr. Kreidler informed the Board he would be attending the upcoming Mass Municipal Human Resource Association training.

- 5.2 Board of Selectmen announcements, updates, and reports.
DK: Squannacook Greenways Announcement
DK read the announcement (please see attached)
- 5.3 Clerk of the Board announcements for events

Band Concert for August 8, 2019

John Whittemore Memorial Town Picnic

(Please see attached).

5.4 Board Correspondence

SL will take up at the next meeting correspondence received regarding unregistered vehicles.

5.5 DK moved to approve the meeting minutes for May 28, 2019, July 2, 2019 and July 16, 2019. WM seconded. Unanimous Vote.

DK moved to approve the meeting minutes for June 18, 2019. SL seconded. WM abstained from vote. Unanimous vote.

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

VI: 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: Police Chief and executive session pursuant to GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel, RE: School Resource Officer and to adjourn from executive session. WM seconded. Roll call vote SL (YES), WM (YES), DK (YES)

Respectfully submitted by,

Carolyn Smart, Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of August 6, 2019 by the Board of Selectmen this _____ day of _____, 2019.

Carolyn Smart

From: John Hume <jhume@mrpc.org>
Sent: Wednesday, August 28, 2019 10:03 AM
To: Brent Carney; Carolyn Smart; 'jkreidler@townsend.ma.us'
Subject: MRPC Regional Energy Planning Assistance Grant award

Hi Jim, Carolyn, and Brent:

I wanted to let you know that MRPC was awarded the Green Communities Regional Energy Planning Assistance (REPA) Grant by the Department of Energy Resources (DOER) in the amounts of \$3,000 to complete Townsend's Annual Report and \$1,500 to assist the Town with its next competitive grant application next winter. I will be in touch with you soon regarding the tasks for your town.

Thanks!

John Hume
Planning and Development Director
Montachusett Regional Planning Commission
(978) 345-7376 Ext. 302

Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.



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