



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

Wayne Miller, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Don Klein, *Vice-Chairman*
(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR FEBRUARY 11, 2020 AT 6:00 P.M.

I. PRELIMINARIES - VOTES MAY BE TAKEN:

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

Roll call vote showed two members present: Chairman Wayne Miller (WM) and Vice-Chairman Don Klein (DK).

1.2 Pledge of Allegiance

1.3 WM announce the meeting is being tape recorded.

1.3 Chairman's Additions or Deletions.

WM had no additions.

1.4 Public Comment Period.

Lisa Lewand asked if the Police Chief's position was posted internally or externally. WM stated the position was first posted internally. Ms. Lewand asked when the Board will decide if it is going to be posted externally. WM relayed that decision would be up to the screening committee. Ms. Lewand inquired as to the status of the vacant grant writer position.

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

2.1 6:05P.M. Joint Meeting with the Library Trustees, RE: Appointment

WM read the posting into the record (see attached). Valerie Goodrich, Library Trustee met with the Board and asked that Aaron Korn be appointed as a Trustee until the next town election. DK moved to approve the appointment of Aaron Korn as a Library Trustee effective February 11, 2020 until the next election. WM seconded. Unanimous vote.

III. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

3.1 DK moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares. RE: Kelly Merrill, et al. v. Town of Townsend, et al and Robert Eaton v. Town of Townsend, et al. and will return into open session. WM seconded. Roll Call: WM (YES) DK (YES)

The Board returned to open session.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

4.1 Vote to authorize the Town Administrator to sign the MVP Planning Grant Contract.
The Board reviewed the grant contract (see attached).

DK moved to authorize the Town Administrator to sign the MVP Planning Grant Contracts. WM seconded. Unanimous Vote.

- 4.2 Vote to accept on behalf of the Townsend Fire-EMS Department a grant in the amount of \$3,965.00 for student awareness of fire education and \$2,348.00 for senior education from the State Fire Marshall's office. (see attached grant)

DK moved to accept on behalf of the Townsend Fire-EMS Department a grant in the amount of \$3,965.00 for student awareness of fire education and \$2,348.00 for senior education from the State Fire Marshall's office. WM seconded. Unanimous vote.

- 4.3 Review/Approve/Sign an engineering contract with Summit Engineering and Survey, Inc. in the amount of \$23,450.00 for the design of the sidewalks in the town common. (please see attached contract)

DK moved to approve and sign the contract with Summit Engineering and Survey, Inc., in the amount of \$23,450.00 for the design of the sidewalks in the town common. WM seconded. Unanimous vote.

- 4.4 Review/Approve/Sign an agreement with William August of Epstein & August, LLP regarding the formation of a nonprofit Cable Access Corporation. (see attached)

DK moved to approve and sign an agreement with William August of Epstein & August, LLP regarding the formation of nonprofit Cable Access Corporation.

- 4.5 Review/Sign the warrant for the Presidential Primary to be held on March 3, 2020.

DK moved to approve and sign the warrant for the Presidential Primary to be held on March 3, 2020. MW seconded. Unanimous vote.

- 4.6 Review/Approve/Sign the agreement for Interim Superintendent services for the Townsend Water Department.

DK moved to approved and sign the agreement for the Interim Superintendent services for the Townsend Water Department.

V. WORK SESSION - VOTES MAY BE TAKEN:

- 5.1 Town Administrator updates and report.

5.1.1 2020 National fitness campaign grant

The Board reviewed the national fitness campaign grant. (see attached)

Mr. Kreidler informed the Board the Recreation Commissioners have reviewed other parcels of town owned land. Their recommended is the lot behind town hall.

WM is concerned with hidden costs and would like to review the engineering costs and layout. WM stated he did not have a problem with the parcel. Mr. Kreidler will look at the additional costs and concerns and report back to the Board.

5.1.2 Supplemental amount to the FY2020 Chapter 90 apportionment.

The Board reviewed and acknowledged the additional funds for FY20 Chapter 90.

5.1.3 Excess & Deficiency Calculation for North Middlesex & Nashoba Tech.

The Board reviewed the E & O accounts (see attached), additional discussion included special education costs, amount to be used in budget from the E & O account, looking at the certification of the E & O account for the last few years and to understand why there's always an excess of 3 million plus every year.

5.1.4 Budget update for North Middlesex Regional School District.

Mr. Kreidler updated the Board with the increases the school is asking for, explaining the 3.8% increase translates to a \$750,000 for Townsend, further relaying that amount is 2/3 higher than the town can raise under prop 2.5.

5.1.5 Emergency Communications Consolidation Feasibility Study.

The Board accepted the Consolidation Feasibility Study. At a future meeting with the Police and Fire Chief will join the Selectmen for review of the study.

5.1.6 Job description for the Water Superintendent position.

The Board reviewed the job description. DK moved to approve the job description for the Water Superintendent. WM seconded. Unanimous vote.

5.1.7 Vacant positions update:

Building Commissioner/Zoning Enforcement Officer

The alternate Building Inspector is still covering. Mr. Kreidler explained the position was posted internally and Bentley Herget has applied. The position was posted outside and 2 responses/resumes were received.

Land Use Coordinator

Mr. Kreidler informed the Board the position was posted internally and no one applied. The posting was done externally and two applicants applied. Mr. Kreidler to work with Land Use Boards for interviews and discussions.

Water Superintendent

See above job description

Per Diem Library Tech

Mr. Kreidler informed the Board the Per Diem Library Tech position has been posted.

Grant Administrator

Mr. Kreidler informed the Board applications were received, however, none of the applicants had the necessary experience or qualifications. Mr. Kreidler informed the Board he is in discussions with Pepperell for possible regionalization.

5.1.8 IT update.

Mr. Kreidler informed the Board the IFB will be in next week, further relaying there's been 3 companies that have expressed interest. The proposals will be brought to the Board for their consideration.

5.1.9 Discussion, RE: 3% sales tax for recreational marijuana.

Mr. Kreidler explained this created some discussion and controversy, noting the discussion on town meeting floor questioned if the Department Head can submit warrant articles.

Mr. Kreidler informed the Board he went back to 4-5 warrants and all have articles submitted by Department Heads. In regards to authority, Mr. Kreidler explained the Land Use Coordinator did have that authority. Mr. Kreidler explained what the article was and how it would help the town.

WM stated he would support the article going to the town meeting in the spring.

5.1.10 Discussion, RE: complaint received

There's been a complaint received that is a personnel matter and will be scheduled at a future executive session.

5.2 Board of Selectmen announcements, updates, and reports.

5.2.1 Meeting schedule

The Board reviewed the schedule and would like to bring the Finance Committee in for a discussion on the budget. WM asked Mr. Kreidler to work with surrounding communities to assist with the Healing Wall the V.F.W. is try to raise money for. WM informed the Board, there's been some complaints with the naming of the creek.

5.3 DK moved to approve the meeting minutes for December 17, 2019, January 6, 2020 and January 14, 2020. WM seconded. Unanimous vote.

5.4 DK moved to approve and sign the payroll and bills payable warrants. WM seconded. Unanimous vote.

VI: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

6.1 DK moved to enter in 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: Former Police Chief. WM seconded. Roll call vote: DK (YES) and WM (YES).

- 6.2 DK moved to enter executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares. RE: All Unions. WM seconded. Roll call vote: DK (YES) and WM (YES).

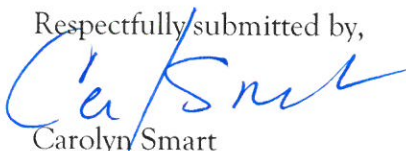
DK moved to return to open session.

WM opened up the meeting after adjourning from executive session.

DK move to approve the payment agreement as stated by Mr. Kreidler. WM seconded. Unanimous vote.

DK moved to return to open session.

Respectfully submitted by,



Carolyn Smart
Executive Assistant

The meeting minutes for February 11, 2020 approved and release on 7/21, 2020



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

Wayne Miller, *Chairman*
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**JOINT MEETING OF THE BOARD OF SELECTMEN AND LIBRARY TRUSTEES
ON FEBRUARY 11, 2020 6:05 P.M., SELECTMEN'S CHAMBERS
272 MAIN STREET, TOWNSEND MA.**

THIS POSTING IS TO NOTIFY THE RESIDENTS OF TOWNSEND THAT THE BOARD OF SELECTMEN MAY APPOINT A LIBRARY TRUSTEE, IN A JOINT MEETING OF THE BOARD OF SELECTMEN AND THE LIBRARY TRUSTEES IN ACCORDANCE WITH 3-1 (F) (1) OF THE TOWNSEND CHARTER.

THIS WILL BE SCHEDULED ON THE MEETING AGENDA OF THE BOARD OF SELECTMEN ON FEBRUARY 11, 2020.



TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

PO Box 530 – 13 Elm St.
Townsend, MA 01469

Mark R. Boynton
Chief of Department

Headquarters: 978-597-8150

Fax: 978-597-2711

MEMORANDUM

To: James Kreidler, Town Administrator
From: Mark R. Boynton, Fire – EMS Chief *MRB*
Subject: Student Awareness of Fire Education Grant Award (SAFE)
Date: January 29, 2020

On behalf of the Townsend Fire-EMS Department a grant request was submitted to continue our SAFE program to educate students and seniors on fire safety. I am pleased to announce we have been awarded a 2020 grant in the amount of \$3,965 for Student awareness of fire education and \$2,348 for senior education from the State Fire Marshal's Office.

I respectfully request the Board of Selectmen accept the grant so we may continue to educate our students and senior on safety and the dangers of fire.



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

THOMAS A. TURCO, III
SECRETARY

*The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services*

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567~3100 Fax: (978) 567~3121

www.mass.gov/dfs



PETER J. OSTROSKY
STATE FIRE MARSHAL

January 17, 2020

Chief Mark Boynton
Townsend Fire-EMS Department
P.O. Box 530
Townsend, MA 01469

Dear Chief Boynton:

I am pleased to inform you that your FY 2020 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Townsend Fire-EMS Department has been awarded \$3,965.00 for your S.A.F.E. grant and \$2,348.00 for Senior SAFE.

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed within the next few weeks.

All grantees are required to submit the FY 2019 year-end report to DFS by January 31, 2020. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any prior year remaining funds must be returned to the Commonwealth.

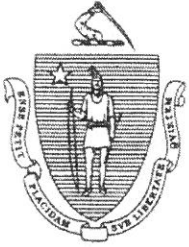
Twenty-five years ago, the Administration advocated for the creation of the S.A.F.E. Program. Since that time average annual child fire deaths have been reduced by 76%. Six years ago, the S.A.F.E. program was expanded to offer funds to local communities in support of senior fire prevention training. Seniors are the most vulnerable of populations at risk of fire related deaths. Senior SAFE is aimed at educating seniors on fire prevention, general home safety and how to be better prepared in the event of a fire. It is our hope that with this opportunity we can recreate the success with our older population that we have had with children.

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens. If you have any questions, please feel free to contact Cynthia Ouellette at (978) 567-3381 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

Peter J. Ostroskey
State Fire Marshal

*Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy*



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: December 11, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,

SUMMIT ENGINEERING & SURVEY, INC.

is a domestic corporation organized on **January 04, 2007** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19120282050

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Catalyst Insurance Agency, LLC 512 Main Street Ste. 9 Shrewsbury MA 01545		CONTACT NAME: Mary V Hyland PHONE (A/C, No, Ext): (508) 925-5267 E-MAIL: irida@catalystinsuranceagency.com ADDRESS: irida@catalystinsuranceagency.com FAX (A/C, No): (508) 925-5268	
INSURED Summit Engineering & Survey 710 Main St North Oxford MA 01537		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS. COMPANY INSURER B: PREFERRED MUTUAL INSURANCE COMPANY INSURER C: SAFETY INSURANCE COMPANY INSURER D: INSURER E: INSURER F:	
		NAIC # 29459 15024 39454	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BCPP0100611969	01/12/2019	01/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6237334	03/17/2019	03/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	08WECEH6948	06/04/2019	06/04/2020

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to operations.

Additional Insured : Town of Townsend, MA

CERTIFICATE HOLDER

CANCELLATION

Town of Townsend 272 Main Street Townsend, MA 01469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Engineering Design & Construction Support						
Townsend Town Common						
Townsend, MA						
Category	Task	Unit	Qty	Rate	Sub Total	
Survey Base Plan						
	Sub-Contractor, David E. Ross Associates, Inc.	LS	1	\$ 4,400.00	\$ 4,400.00	
Engineering & Design						
	Client Meetings	Pro. Eng./Ea	4	\$ 300.00	\$ 1,200.00	
	Conceptual Design	Eng	16	\$ 105.00	\$ 1,680.00	
	On-site investigation	Eng	8	\$ 105.00	\$ 840.00	
	Definitive Design	Eng	48	\$ 105.00	\$ 5,040.00	
	Construction Documents	Pro. Eng.	22	\$ 125.00	\$ 2,750.00	
	Misc. Coordination	Pro. Eng.	8	\$ 125.00	\$ 1,000.00	
Construction Bid & Support						
	Issue Bid	Pro. Eng.	12	\$ 125.00	\$ 1,500.00	
	Const. Inspections (1 Month timeframe)	Eng.	32	\$ 105.00	\$ 3,360.00	
	Misc. Const. Administration	Eng.	16	\$ 105.00	\$ 1,680.00	
				Project Total: \$ 23,450.00		

Summit Engineering & Survey, Inc.

2019 BILLING RATES

TITLE	RATE
REGISTERED PROFESSIONAL ENGINEERING	\$125/HR
REGISTERED PROFESSIONAL SURVEYOR	\$125/HR
PROJECT ENGINEER/SURVEYOR	\$105/HR
STAFF ENGINEER	\$90/HR
STAFF SURVEYOR	\$90/HR
OFFICE MANAGER / ADMINISTRATIVE	\$60/HR
TWO- MAN SURVEY CREW	\$170/HR
TWO-MAN SURVEY CREW (PREVAILING WAGE RATE)	\$220/HR
ONE-MAN GPS CREW	\$140/HR
TWO-MAN GPS CREW	\$180/HR

DIRECT EXPENSE

MILEAGE	\$0.58/MILE
REPROGRAPHICS	
24" X 36" BOND PRINTS	\$5.00 EACH
24' X 36" MYLAR PRINTS	\$15.00 EACH
TITLE V LAB TESTING	\$225.00/TEST
SPECIALTY POSTAGE (OVERNIGHT, CERTIFIED ETC.)	AS INCURRED
SUB-CONSULTANTS	COST + 10%

TOWN OF TOWNSEND¹

CONTRACT # Town Common Sidewalk Replacement

STATE CONTRACT # (if applicable) _____

DATE: January 20, 2020

This Contract is entered into on, or as of, this date by and between the Town of Townsend, 272 Main Street, Townsend, MA 01469 (the "Town"), and

Summit Engineering & Survey, Inc.

["Contractor"]

Andrew Baum, PE

[Contact Name for Responsible Person]

710 Main Street

North Oxford, MA 01537

[Address of the Contractor]

508-987-8713

[Telephone Number]

[FAX Number]

abaum@summitinc.com

[email address]

1. This is a Contract for the procurement of the following:

(Describe the work to be performed or attach agreed-upon scope of services)

Survey, Design and Contract administration for removal & replacement of sidewalks at Town Common
See attached spreadsheet.

2. The Contract price to be paid to the Contractor by the Town is:

\$23,450.00

3. Payment will be made as follows:

3.1. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$ 0 as more fully set forth in the Contractor Documents. Application fees not included

¹ Engineer and Architect Services -- *Not building construction/design projects*

3.3 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.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are complete and delivered to the Town.

4. Security: N/A

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposals. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. 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 8/1/2020, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. 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. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance or compensation

may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Townsend shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 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, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. 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; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. 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).

15. 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, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. 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.

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination.

15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing providing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. 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.

17. 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; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, 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.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. 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.

21. Indemnification:

- 21.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries,

costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.

- 21.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

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.

22. Insurance

22.1 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.

22.2 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.

22.3 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 shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIA" 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. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- 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.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. 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.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. 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.

27. 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.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. 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.

29. 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.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. 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.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

[Handwritten signature]

Donald Klein

[Signature]

1/20/20

Date _____

Print Name & Title

[sign and print name]

Town Counsel

Date _____

Town Accountant

Date _____

Chief Procurement Officer

Date _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Andrew Baum, Vice President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Andrew Baum, authorized signatory for

name of signatory

Summit Engineering and Survey, Inc., whose

name of contractor

principal place of business is at 710 Main Street

North Oxford, MA 01537

does hereby certify under the pains and penalties of perjury that

Summit Engineering and Survey, Inc. has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

7/20/20

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders Written Consent

(Date)

The undersigned, being the Shareholders of Sam's Inc. & Son's Inc., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Dan P. Smith the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on January 2,
2020


Clerk of Corporation

SEAL

**CONTRACT CHECKLIST
(TOWN USE)**

Initials

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see above form)
- For LLC: need Manager signature or signed vote of the LLC

ARB

2. Certificate of Good Faith and Non-collusion

ARB

3. Insurance Certificate

(showing Town as additional insured)

- Matches amount of insurance required under contract

ARB

4. Certificate of Tax Compliance

ARB

5. Signed by Contractor

- Matches certification by Corp officer of authority.

ARB

6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

ARB

Contract Reviewed by:



Signature

Andrew Baum, Vice President

Name, Title

AGREEMENT BETWEEN
MCENROE CONSULTING LLC
AND
TOWN OF TOWNSEND WATER DEPARTMENT
FOR
INTERIM SUPERINTENT
DATED 1/2/20

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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 January 2, 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. Ensure Job is performed per specifications.
- C. Attend Board of Water Commissioner meeting to update Commissioners on construction projects.
- D.

II. Engineering Oversight

ENGINEER shall:

- A. Work with Water Department Forman to assist with engineering issues related to water department activities where needed.
- B. Assist with ongoing engineering projects such as the Masterplan project.

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 \$9800 (8-10 hours/week for up to 70 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:
Town of Townsend

-

ENGINEER:

RmE

By: _____

Title: _____ Title: President

Date: _____ Date: 1/6/2020

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 1/6/2020

TOWN OF TOWNSEND
AGREEMENT ADDENDUM

1. The following is a supplement to that certain Agreement by and between McEnroe Consulting LLC (the "Contractor") and the Town of Townsend (the "Town"), namely its Water Department, dated January 2, 2020.

2. Payment will be made as follows:

2.1 Fees and Reimbursable Costs combined shall not exceed \$9,800.00 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 \$1 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 \$1 Million annual aggregate for property damage and \$1 Million per person and \$1 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 \$250,000 per person, and \$500,000 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 items, 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

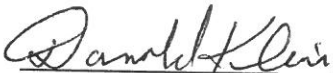
Should any provision of this Addendum conflict in whole or in part with the terms and conditions of the Contract, the provisions hereof shall control.

TOWNSEND BOARD OF SELECTMEN

Wayne Miller, Chairman



Date



2/12/2020

Don Klein, Vice Chairma

2.13.20

Date

Certified as to the availability of funds

Date

Lauri Plourde, Town Accountant

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 members 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 its 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 advice 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 forbears 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.

ENGINEER will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for the ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of the ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for the performance of the services, and equitable adjustment shall be made, and the Agreement modified accordingly.

CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

HAZARDOUS MATERIALS

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and ENGINEER may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until

CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with the ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and sub consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

EXECUTION

This Agreement, including the exhibits and schedules made a part thereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

LIMITATION OF LIABILITY

ENGINEER's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed if applicable the ENGINEER's compensation for reports or opinions, or otherwise the lessor of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and CLIENT hereby releases and holds harmless ENGINEER from any liability above such amount.



5.1.1

Congratulations — Townsend Recreation has been selected as a 2020 National Fitness Campaign Grant Recipient!

Dear Emaline,

On behalf of the National Fitness Campaign Grants Committee, I am pleased to share that Townsend Recreation has been selected as one of 200 awardees in the 2020 Healthy Cities Campaign!

This award notification letter is the first step towards formal confirmation of your participation. The next step is to schedule your official Grant Award Call within the next 10 days - where the qualifications submitted in your Grant Application will be further reviewed by NFC's Senior Director and team.

The \$30,000 Grant Award will be confirmed pending the submission of a Resolution of Adoption, endorsed by your local governing body within 90 days of the Award Call. Upon receipt, we will share a formal letter confirming NFC's funding commitment to your city.

We have assigned a Campaign Manager — Lauren Cargill — as your dedicated partner and champion in support of this partnership. Over the coming months, Lauren will work with our team to support the path outlined in your grant application, and to develop and activate your program in 2020.

The 2020 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country — thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court Launch Party — Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges — Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions — Shine a spotlight on your community for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2020 Healthy Cities Campaign, and we look forward to making world-class fitness free in Townsend!

Best in Fitness,

Mitch Menaged, Founder
National Fitness Campaign

Carolyn Smart

From: James Kreidler <jkreidler@townsend.ma.us>
Sent: Monday, February 3, 2020 4:03 PM
To: 'Townsend Recreation'; 'Carolyn Smart'
Subject: RE: NFC Notification of Award

Emy,

Excellent. I will get this scheduled back before the BoS.

Jim

James M. Kreidler, Jr.
Town Administrator
Townsend, MA 01469

From: Townsend Recreation [mailto:ehtownrec@yahoo.com]
Sent: Monday, February 3, 2020 3:22 PM
To: Jim Kreidler <jkreidler@townsend.ma.us>; Carolyn Smart <csmart@townsend.ma.us>
Subject: Fw: NFC Notification of Award

Emy Hoff
Director, Townsend Recreation
978-597-1700 ext 1745
ehtownrec@yahoo.com

<https://www.townsend.ma.us/recreation-commission>

Please join us on Facebook for the latest info on Townsend Rec programs and news!
<http://www.facebook.com/groups/TownsendRecreation/>

----- Forwarded Message -----

From: Lauren Cargill <lauren@nfchq.com>
To: "ehtownrec@yahoo.com" <ehtownrec@yahoo.com>
Cc: Melissa Glander <melissa@nfchq.com>
Sent: Monday, February 3, 2020, 03:00:14 PM EST
Subject: NFC Notification of Award

Hi Emy,

Congratulations! On behalf of our National Grants Committee, I am happy to inform you that Townsend has been awarded a \$30,000 grant from NFC to participate in the 2020 National Fitness Campaign.

Your application has been selected on the basis of commitment to free health and fitness options, development of stakeholder consensus, and an exceptional and active public space where you will launch your local campaign.

Your formal letter providing notification of award is attached. This Grant Award is pending final approval from one of NFC's Senior Campaign Directors, which will occur on the Award Call.

Please coordinate with Melissa Glander (CC'd) to schedule a 45 minute Award Call with me and our Director in the next 10 days.

We look forward to taking the next steps towards building a partnership!

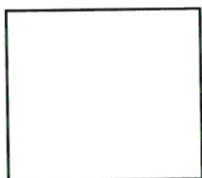
Best Regards,
Lauren

--

Lauren Anthony Cargill
Partnership Development Manager
NFC | nationalfitnesscampaign.com

Direct (415) 702-4919 Ext. 120

Facebook [@NatIFitCampaign](#) | **Instagram** [@FitnessCourt](#) | **#FitnessCourt**
Have you seen our app? [Download it here!](#)





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

mas
Massachusetts Department of Transportation

5.1.2

January 2nd, 2020

James Kreidler
Town Administrator
272 Main Street
Townsend, MA 01469

Dear Town Administrator Kreidler,

We are pleased to inform you that the Legislature recently approved the supplemental budget that I filed, including an additional \$20 million in Chapter 90 local transportation aid funding for Fiscal Year 2019. This represents a 10% increase over the usual funding amount.

This letter certifies that your community's Chapter 90 apportionment for Fiscal Year 2020 is **\$457,353**. This amount includes the monies previously approved in Chapter 16 of the Acts of 2019, and the new supplemental amount of **\$41,578** that I approved by signing this new legislation. The apportionment will be incorporated automatically into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website: <https://www.mass.gov/chapter-90-program>

This funding represents our continued commitment to assisting cities and towns in addressing the maintenance, modernization, and resiliency of your local roads, which are a critical part of the Commonwealth's transportation network. The Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

As always, we encourage you to explore opportunities for additional infrastructure funding through MassDOT's Complete Streets and Municipal Small Bridge Programs (further information available at: <http://www.massdot.state.ma.us/>). For program specific questions please contact the following:

- **Chapter 90 Program** –State Aid Engineer Kathy Stevens at (413) 637-5765 or Kathy.Stevens@dot.state.ma.us
- **Complete Streets and Municipal Small Bridge Program** – Municipal Grants Program Administrator Eileen Gunn at (857) 368-8817 or Eileen.Gunn@dot.state.ma.us

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work, and raise a family.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

SUBMITTED BY	Nancy Haines	DISTRICT	North Middlesex RSD
PHONE	978-597-8713	SUBMISSION DATE	10/22/19
FIELD REP	Bobbi Colburn	SUBMISSION COMPLETE DATE	01/31/20

EXCESS AND DEFICIENCY CALCULATION

BEGIN:

UNRESERVED FUND BALANCE/EXCESS AND DEFICIENCY	3,174,793
-----------------------------------------------	-----------

LESS:

OTHER RECEIVABLE, OVERDRAWN ACCOUNTS, DEFICITS

A/R benefits retirees owed as of 6/30	159
A/R benefits active emp owed as of 6/30	5,672
PLTW grant	10,033
Title IIA FY18	292
Title IIA FY19	1,568
SPED allocation grant	38,517

OTHER ADJUSTMENTS:

Additional Sheet	-

TOTAL CERTIFIED UNENCUMBERED EXCESS AND DEFICIENCY	3,118,552
----------------------------------------------------	-----------

UNENCUMBERED E & D IN EXCESS OF 5% CALCULATION

OPERATING AND CAPITAL BUDGET	55,902,362
5% OF BUDGET	2,795,118
TOTAL IN EXCESS	323,434

REVIEWED BY:

Bobbi Colburn

DATE:

1/31/2020

PLEASE SEE CERTIFICATION LETTER

FOR DIRECTOR OF ACCOUNTS APPROVAL

SUBMITTED BY	Jeane Savoie	DISTRICT	Nashoba Valley RSD
PHONE	978-692-4711	SUBMISSION DATE	10/31/19
FIELD REP	Bobbi Colburn	SUBMISSION COMPLETE DATE	01/31/20

EXCESS AND DEFICIENCY CALCULATION

BEGIN:

UNRESERVED FUND BALANCE/EXCESS AND DEFICIENCY	<u>635,839</u>
-----------------------------------------------	----------------

LESS:

OTHER RECEIVABLE, OVERDRAWN ACCOUNTS, DEFICITS	
Project Lead the Way	<u>2,363</u>

OTHER ADJUSTMENTS:

Additional Sheet	<u>-</u>

TOTAL CERTIFIED UNENCUMBERED EXCESS AND DEFICIENCY	<u>633,476</u>
----------------------------------------------------	----------------

UNENCUMBERED E & D IN EXCESS OF 5% CALCULATION

OPERATING AND CAPITAL BUDGET	<u>13,983,409</u>
5% OF BUDGET	<u>699,170</u>
TOTAL IN EXCESS	<u>-</u>

REVIEWED BY:	<u>Bobbi Colburn</u>	PLEASE SEE CERTIFICATION LETTER
DATE:	<u>1/31/2020</u>	FOR DIRECTOR OF ACCOUNTS APPROVAL

WATER DEPARTMENT SUPERINTENDENT-WATER

DEFINITION

Responsible technical, administrative and supervisory work in directing the operations and maintenance of the municipal drinking water storage, distribution and treatment system; all other related work, as required.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Supervises, plans, directs, and administers all aspects of the Department. Oversees and supervises division personnel, consulting engineers, and contractors; assigns and oversees the completion of all projects; oversees the maintenance and repair of the water system. Plans, lays out, and supervises new construction. Supervises the installation and maintenance of meter systems, wells, and pumping stations. Supervises and provides customer service.
- Formulates, in conjunction with the Board of Water Commissioners, operating and capital budgets, departmental policy, and procedures.
- Oversees management of department budget and personnel administration; administers departmental expenditures, including contracts for outside services; administers all short-term and long-term planning.
- Participates in the process of hiring of new employees, evaluates employee performance, and recommends employees for commendation or disciplinary action.
- Oversees meter reading and water billing; Resolves disputes.
- Ensures compliance with all applicable local, State, and federal regulations for drinking water supply and water treatment operations. Completes and signs all state Department of Environmental Protection reports.
- Ensures the security and resilience of the public potable water system
- Supervises the towns cross connection program.
- Coordinates the needs and operations of the division with all interested and affected parties, such as town agencies, utility companies, and private property owners. Communicates with

contractors and developers to ensure that customers' interests are protected. Coordinates the work of outside contractors and town staff.

- Provides emergency response to water service interruptions (leaks, reduced pressure, loss of service) and ensures efficient and economical repairs; resolves customer complaints; Determines cause of service interruptions and assigns appropriate responsibility.
- Maintains and orders stock items used in division activities; administers requisitions and purchases parts, as needed.
- Attends professional meetings and seminars.
- Performs other similar or related work, as required, or as situation dictates.

SUPERVISION RECEIVED

Under the administrative direction of the Board of Water Commissioners, the Superintendent works from policies, goals, and objectives; establishes short-range plans and objectives, departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives and budgets and is expected to resolve all conflicts which arise and coordinate with others as necessary.

SUPERVISION EXERCISED

The supervisor, as a regular and continuing part of the job, is accountable for the quality and quantity of work done by subordinates and assures the accomplishment of the assigned work in the prescribed manner. The employee gives advice and instruction on both administrative and work matters; informs subordinates of organizational policies, goals and procedures; resolves employee complaints and effects disciplinary actions and has substantial responsibility for technical soundness of subordinates' work.

JUDGMENT AND COMPLEXITY

The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Requires understanding, interpreting and applying federal, state and local regulations.

NATURE AND PURPOSE OF CONTACTS

Relationships are constantly with co-workers, vendors, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise are required to secure support, concurrence and acceptance or compliance.

CONFIDENTIALITY

Employee has access to sensitive information in the performance of their duties.

EDUCATION AND EXPERIENCE

Associate Degree or equivalent technical training in a related field; Bachelor's degree preferred; five to seven years of experience in water or sewer system maintenance and construction; three to five years at Supervisor/Foreman level or above; Experience at a management level preferred; or an equivalent combination of education and experience.

Special Requirements

Massachusetts Water Distribution License, Grade 2
Massachusetts Water Treatment License, Grade 2
Motor Vehicle Operator License
OSHA 10 Certification

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Expert knowledge of the local, state and federal water treatment regulations. Thorough knowledge of the policies and operating procedures of the town water system.. Detailed knowledge of the distribution system, and materials, methods and techniques relative to underground installations. Thorough knowledge of SCADA. Thorough knowledge of the hazards and safety precautions, including OSHA regulations, involved in water distribution construction and repair work, including the proper operation of required software, tools and equipment. Thorough knowledge of public works construction and maintenance methods, materials and techniques; public works financing and administration. Considerable knowledge of budgeting, personnel management and purchasing procedures. Working knowledge of Massachusetts public procurement, public meeting, public records, and ethics laws.

Abilities: Ability to plan, assign and supervise the work of groups of employees engaged in a variety of public works construction and maintenance operations. Ability to communicate effectively orally and in writing. Ability to establish and maintain effective and harmonious working relationships with employees and employee unions, town officials and departments, state agencies, the public, consultants, vendors and contractors. Ability to interact with employees and employee unions the public tactfully and effectively and maintain positive public relations. Ability to prepare and

administer budgets and prepare financial reports. . Ability to explain complex, technical issues to the general public. Ability to read and interpret blueprints, drawings, plans, technical manuals, and specifications. Ability to enforce regulations firmly, tactfully, and impartially.

Skills: Excellent management and leadership skills. Excellent labor relations skills. Skill in developing policies and procedures to accomplish goals and objectives. Excellent customer service and public relations skills. Excellent organizational skills. Proficiency in software applications customarily used in municipalities and public works for word processing, spreadsheets, database, presentations, drafting, mapping, and water system operation and control.

WORK ENVIRONMENT

Working conditions involve occasional exposure to intermittent machine or related noise or a combination of unpleasant elements such as odors, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease. Includes work under typical shop conditions or outdoor work. Employee may be required to work beyond normal business hours in response to emergency situations or to attend evening meetings.

Working conditions involve occasional exposure to elements found in the field, such as work sites, walking property to inspect, construction sites, etc. Employee may be required to work beyond normal business hours in response to emergency situations or to attend evening meetings.

PHYSICAL, MOTOR, AND VISUAL SKILLS

Physical Skills

Administrative work is in an office setting, involving sitting, with intermittent periods of stooping, walking, and standing. When in the field, work requires agility and physical strength, such as moving in or about construction sites or over rough terrain or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them (up to 50 lbs.). There may be need to stretch and reach to retrieve materials.

Motor Skills

Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes such as plans, maps, surveys, contracts, and technical specifications.

Carolyn Smart

From: Terry Walsh <twalsh@townsend.ma.us>
Sent: Thursday, January 30, 2020 9:53 AM
To: 'Carolyn Smart'
Subject: Agenda item

Hi Carolyn:

The BOWC would like to move forward with the advertising for a new Superintendent. Can you add the Superintendent's job description to the next BOS agenda for approval. Additionally can they set a pay range?

Thanks for your help,

Terry

Theresa Walsh
Office Assistant
Townsend Water Department
540 Main St
WestTownsend MA 01474
978-597-2212
twalsh@townsend.ma.us



5.3

Office of the
BOARD OF SELECTMEN
272 Main Street, Townsend, Massachusetts 0146

Wayne Miller, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Don Klein, *Vice-Chairman*
(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR DECEMBER 17, 2019 AT 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
 - 1.1 WM called the meeting to order.
Roll call vote showed 2 members present: Chairman, Wayne Miller (WM) and Vice-Chairman, Don Klein (DK)
 - 1.2 Pledge of Allegiance
 - 1.3 WM announced the meeting is being tape recorded.
 - 1.3 Chairman's Additions or Deletions.
WM deleted section V. Executive Session
 - 1.4 Public Comment Period - None.
- II. APPOINTMENTS OF PERSONNEL - VOTES MAY BE TAKEN:
 - 2.1 Appoint Robert A. Beauchamp as the Facilities Department Coordinator effective December 18, 2019 with a 7 month probationary period.
DK moved to appoint Robert A. Beauchamp as the Facilities Department Coordinator effective December 18, 2019 with a 7 month probationary period. WM seconded. DK relayed he reviewed some past meetings and one of the items discussed was the position changed from Coordinator to Supervisor and a change to the job description might occur. Mr. Kreidler suggested appointing him with the condition the position is subject to change in duties. Mr. Kreidler confirmed this was a union position. DK suggested appointing as an Interim. DK requested to see Mr. Beauchamp's resume. DK amended the motion that we appoint Robert Beauchamp as the Interim Facilities Department Coordinator pending the outcome of the comp and class plans effective December 18, 2019. WM seconded. Unanimous vote.
 - 2.2 DK moved to appoint Christopher Tucker to the position of Probationary Police Officer for the Townsend Police Department effective January 6, 2020 contingent upon a background check and medical exam with a one-year probationary period. WM seconded. Unanimous vote.
- III. MEETING BUSINESS - VOTES MAY BE TAKEN:
 - 3.1 Discussion, RE: Special Town Meeting Warrant Articles
Mr. Kreidler reminded the Board and staff; the warrant is still open until December 30, 2019 at 12:00P.M. As a reminder the Special Town Meeting is January 21, 2020.
 - 3.2 Vote to authorize the 2% increases appropriated for all non-union employees for FY20.

Mr. Kreidler explained Town Meeting authorized the 2% and for the few employees not in the union, it requires a vote of the Board. DK moved to authorize the 2% appropriated for all non-union employees for FY20. WM seconded. Unanimous vote.

- 3.3 Review/Sign a proclamation declaring January 2020 as Senior Appreciation Month. DK read the proclamation into the record (see attached). DK moved to sign the proclamation. WM seconded. Unanimous vote.

- 3.4 Accept a grant for disposal of unwanted medicines from the MED- project for the Townsend Police Department. DK moved to accept a grant for the disposal of unwanted medications from the MED-project for the Townsend Police Department. WM seconded. Unanimous vote.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and report.

4.1.1 Recycling Center Update

Mr. Kreidler relayed with the absence of the Health Administrator, the Chairman of the Board of Health has been helping to cover. Further explaining issues with plowing at the recycling center and that being the reason it was not open. Mr. Kreidler and the Chairman along with the Highway Superintendent did work out an agreement, to include the ability for the Highway to dump items found on the roads and in return the Highway Department will do the plowing.

4.1.2 Update/contract for outsourced IT

Mr. Kreidler gave the Board a scope of services to review. Reminding the Board there's no appropriation to hire a contractor until the funds are available at town meeting. WM preferred to use Winslow in the interim. Mr. Kreidler stated it could be considered an emergency. Mr. Kreidler requested the Board reviewed the scope of services and give back some feedback. DK suggested Sue Lisio meet with the Board with the pathway forward in regards to outsourcing and regionalization.

- 4.2 Board of Selectmen announcements, updates, and reports.

DK informed WM, Capital Planning has meet and approved the article requests. DK asked Mr. Kreidler to attend the first meeting to discuss what funds will be available for a capital plan in FY21.

WM informed the Board there's an informal meeting on Friday to discuss the plans for the wall to come to Townsend.

- 4.3 Board Correspondence - None.

- 4.4 DK moved to approve the meeting minutes for October 15, 2019 and November 5, 2019. WM seconded. Unanimous vote.

4.5 DK moved to review and sign out of session the payroll and bills payable warrants. WM seconded. Unani out of session

V: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

~~5.1 Executive Session pursuant to GL c. 30A, s. 21(a)(5) to investigate charges of criminal misconduct or to consider the filing of criminal complaints.~~

VI. ADJOURNMENT:

DK moved to adjourn the meeting at 6:36P.M. WM seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of December 17, 2019 by the Board of Selectmen this
_____ day of _____, 2020.



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

Wayne Miller, *Chairman*

James M. Kreidler, Jr.,
Town Administrator

Don Klein, *Vice-Chairman*

(978) 597-1701

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

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
 - 1.1 WM called the meeting to order at 6:00P.M.
Roll call vote showed 2 members present: Chairman Wayne Miller (WM), Vice-Chairman Don Klein (DK)
 - 1.2 Pledge of Allegiance
 - 1.3 WM announced the meeting is being tape recorded.
 - 1.3 Chairman's Additions or Deletions - None.
 - 1.4 Public Comment Period - None.
- II. MEETING BUSINESS - VOTES MAY BE TAKEN:
 - 2.1 Review/Approve/Sign the warrant for the Special Town Meeting to be held on January 21, 2020.
Mr. Kreidler reviewed the warrant articles with the Board (see attached). Discussion included: raise & appropriate, free case and other available revenue, Library Trustees request to use free cash, contractual obligations, transfers, capital recommendations, capital stabilization, pavement management program, Charter presentation, net metering credits, changing the credit agreement from 30 years to 20 years, sales tax for recreational marijuana and other marijuana products, recycling bylaw, vehicle/parking enforcement, and the lease agreement for the school field. DK moved to adopt as presented and amended and to execute and post tomorrow. WM seconded. Unanimous vote.
 - 2.2 Review/Sign Chapter 90 Reimbursement requests for the following projects:
Old City Road in the amount of \$142,642.72
Bayberry Hill Road in the amount of \$441,979.21
Clement Road in the amount of \$196,929.11
DK moved to sign the Chapter 90 reimbursement requests for Old City Road in the amount of \$142,672.72, Bayberry Hill Road in the amount of \$441,979.21, and Clement Road in the amount of \$196,929.11. WM seconded. Mr. Kreidler explained this is for reimbursement of the projects the Board previously approved. DK amended the motion; and to sign out of session. Unanimous vote.
 - 2.3 Review/Accept the Firefighter Turnout Gear and Gear Washer Extractor grant in the amount of \$5,000.00 from the Executive Office of Public Safety and Security.
DK moved to accept the turnout gear and gear washer extractor grant in the amount of \$5,000.00 from the Office of Public Safety and Security. WM seconded. Unanimous vote.
- III. WORK SESSION - VOTES MAY BE TAKEN:
 - 3.1 Town Administrator updates and report.

5.1.1 FY20 & FY21 Budget Update

Mr. Kreidler informed the Board budgets are due January 10, 2020, further explaining the projections are in the process of being completed. Mr. Kreidler informed the Board; the town is looking at a 10% increase in health insurance. Mr. Kreidler relayed the health insurance will be going out to bid.

3.2 Board of Selectmen announcements, updates, and reports.

DK gave an update on the rail trail construction, informing folks the trail can be walked and a coming work session will discuss the tree removal.

3.3 Clerk of the Board announcements for events – None.

3.5 DK moved to approve the meeting minutes for November 12, 2019 and November 25, 2019. WM seconded. Unanimous vote.

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

DK informed the Board the next Capital Planning meeting is on January 21, 2020.

IV. ADJOURNMENT:

DK moved to adjourn at 6:36P.M. WM seconded. Unanimous vote.

Respectfully submitted,

Carolyn Smart
Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of January 6, 2020 by the Board of Selectmen this _____ day of _____, 2020.



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

Wayne Miller, Chairman
James M. Kreidler, Jr.,
Town Administrator

Don Klein, Vice-Chairman
(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR JANUARY 14, 2020 AT 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

1.1 WM call the meeting to order at 6:00P.M.

Roll call vote showed 2 members present: Wayne Miller, Chairman (WM) and Don Klein, Vice-Chairman (DK).

1.2 Pledge of Allegiance

1.3 WM announce the meeting is being tape recorded.

1.4 Chairman's Additions or Deletions.

Kathleen Spofford, Town Clerk, informed folks; nomination papers and dog licenses are available.

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

2.1 6:05P.M. Public Hearing, RE: Liquor License application for Townsend Ridge Country Club, 40 Scales Lane, Townsend, MA.

WM opened the public hearing. WM read the legal notice into the record (see attached). WM reviewed the list of abutters (see attached). WM asked for comments. Mr. Kreidler informed the Board there's 2 emails that support the application. Mr. Kreidler reviewed the check list with the Board (see attached). WM queried the audience for support or objections.

DK moved to approve the application for a liquor license for the Townsend Ridge Country Club, 40 Scales Lane, Townsend, MA. WM seconded. Unanimous vote.

DK moved to sign the lease on receipt for the A.B.C.C. approval of application. WM seconded. Unanimous vote.

WM closed the public hearing at 6:06P.M.

III. WORK SESSION - VOTES MAY BE TAKEN:

- 3.1 DK moved to approve the meeting minutes for December 3, 2019. WM seconded. Unanimous vote.
- 3.2 DK moved to review and approve the payroll and bills payable warrant out of session. WM seconded. Unanimous vote.

VI. ADJOURNMENT:

DK moved to adjourn the meeting at 6:07P.M. WM seconded. Unanimous vote.

Respectfully submitted,

Carolyn Smart
Executive Assistant to the Town Administrator

*Voted to approve the meeting minutes for the meeting of January 14, 2020 by the Board of Selectmen this _____day
of _____, 2020.*

Carolyn Smart

From: Carolyn Smart <csmart@townsend.ma.us>
Sent: Wednesday, January 8, 2020 9:20 AM
To: Wayne Miller
Cc: James Kreidler
Subject: Agenda (s)
Attachments: January 14, 2020.pdf; January 13, 2020.pdf

Good Morning Wayne,

I attached the agenda for the 13th and 14th. If you'd like additional items, please let me know.

I have 3 other items to be addressed at a future Board meeting, maybe the 21st – if that would work for you?

1. Water Dept Contract (waiting for Town Counsel's opinion)
2. An appointment for the Planning Board to discuss the DLTA grant.
3. Designate Mary Letourneau as the ACO for the Department of Agriculture

Carolyn Smart

From: Jerry Racette <jerryracette@aol.com>
Sent: Monday, February 10, 2020 11:25 AM
To: csmart@townsend.ma.us
Subject: Fwd: Townsend access provider

Hi Carolyn,

Bill wanted me to pass this on to you. Please pass it on.

Thanks,

Jerry

From: Bill August <billaugust@epsteinandaugust.com>
Date: Saturday, February 1, 2020
Subject: Townsend access provider
To: Jerry Racette <jerryracette@aol.com>

Thanks for the update Jerry. If you need to reassure them let them know I was previously general counsel to the state's Cable Television Commission overseeing cable licensing, and am known around the state for cable and related access corp work, so yuz guyz are hopefully in good reliable hands on a matter like access corporation formation. I'm very informal so feel free to call/email anytime, any questions. Sometimes the most basic simple questions are the best, so feel free to let me know if there is anything you need more info on along the way. Best regards, Bill August

Bill August, Esq.
Epstein & August, LLP
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Cambridge, MA 02139

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Tel: (617) 951-9909

billaugust@epsteinandaugust.com

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