

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

Nicholas Thalheimer, *Chairman*  
Andrew J. Sheehan,  
*Town Administrator*

Sue Lisio, *Vice-Chairman*

Robert Plamondon, *Clerk*  
Office (978) 597-1700  
Fax (978) 597-1719

**SELECTMEN'S MEETING AGENDA**  
**MAY 7, 2013 - 6:00 P.M.**  
**SELECTMEN'S MEETING CHAMBERS**

**I PRELIMINARIES**

- 1.1 Call the meeting to order and roll call
- 1.2 Additions or Deletions

**II APPOINTMENTS /HEARINGS**

None

**III MEETING BUSINESS**

- 3.1 Board of Selectmen reorganization: election of officers. Votes may be taken.
- 3.2 Vote to sign deed for Genova property on Highland Street. Votes may be taken.
- 3.3 Review correspondence from the Planning Board regarding concerns with the potential purchase by the Town of property at 355 Main Street. Votes may be taken.
- 3.4 Vote to sign contract with Ocean State Meter Services & Supply in the amount of \$117,225.60 for radio frequency water meter reading system and data management software. Votes may be taken.
- 3.5 Vote to sign CEMLEC Mutual Aid Agreement. Votes may be taken.
- 3.6 Vote to accept Fire Department grant from FEMA in the amount of \$150,000 for purchase of air packs, bottles, and related equipment. Votes may be taken.
- 3.7 Discussion and vote on motions for Town Meeting. Votes may be taken.

**IV APPOINTMENTS OF PERSONNEL/OFFICIALS**

- 4.1 Vote to approve the hiring of the following Special Police Officers with terms of May 7, 2013 to June 30, 2013. Votes may be taken.
  - Peter W. Lekaditis
  - Sean W. Zrate
- 4.2 Vote to approve the hiring of the following on-call firefighters with terms of May 7, 2013 to June 30, 2013. Votes may be taken.
  - Mathew Cormier
  - Derek Maskalenko
  - Gerald Martin
  - Michael Virostko

**V WORK SESSION**

- 5.1 Board of Selectmen Updates/Reports
- 5.2 Town Administrator Updates/Reports
- 5.3 Review/Sign Payroll Warrant
- 5.4 Review/Sign Bills Payable Warrant

**ADJOURN TO ANNUAL TOWN MEETING**



THE PLANNING BOARD  
272 Main Street  
Townsend, Massachusetts 01469  
978-597-1700 x1722 \* 978-597-1722 fax  
jhollows@townsend.ma.us

3.3

Jeffrey R. Peduzzi, Chairman

Karen M. Coughlin, Vice-Chairman

Chris Jones, Clerk

Julie Johnson, Associate Member

**Date:** March 29, 2013  
**To:** Board of Selectmen  
**From:** Planning Board

  
\_\_\_\_\_  
Jeanne Hollows, Planning Board Administrator

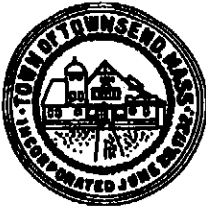
**Subject:** 355 Main Street  
**cc:** Andy Sheehan, Town Administrator  
Conservation Commission  
Town Properties

At their meeting of March 25, 2013 the Board reviewed a draft proposal forwarded by the Conservation Commission to subdivide land at 355 Main St., (copy attached). The land-owner states he would like to keep an existing house intact on one lot and create two additional lots, one build-able and another consisting of four acres to be donated to the Town under the care, custody and control of the Conservation Commission.

- A discussion ensued with the following questions and comments brought out:
- Can the Conservation Commission and Town Properties give input as to how this donation would benefit the Town?
  - Land turned over to the Town does not generate income and they would prefer to see it kept on the tax-roles, especially in this economy.
  - Doesn't owning another parcel of land add a burden to the Conservation Agent as far as oversight and maintenance, and also create liability issues for the Town?
  - Could the land still be protected through a Deed Restriction, while still preserving some tax revenue?

The Board would like to weigh in by saying that without an understanding from the Conservation Commission and Town Properties as to how this land could benefit the town, they would discourage the Town from accepting it for the reasons stated above.





**NOTICE OF AWARD**

3.4

TO: Ocean State Meter Services & Supply  
2130 Mendon Road, Ste 3-3f  
Cumberland, RI 02864

**SERVICES:** Radio Frequency Mobile Meter Reading System & Data Management Software.

The TOWN OF TOWNSEND has considered the bid submitted by you for the above-described service.

You are hereby notified that your bid of \$117,225.60 has been accepted.

The Agreement/Contract with the Town of Townsend will be forwarded to you for signature.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the TOWNSEND WATER DEPARTMENT; Paul Rafuse, Water Superintendent 540 Main Street, Townsend, MA 01474.

Date this twenty-second day of April Two Thousand and Thirteen.

**BOARD OF WATER COMMISSIONERS:**

Niles Busler, Chairman

Fran McNamera, Vice-Chair

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

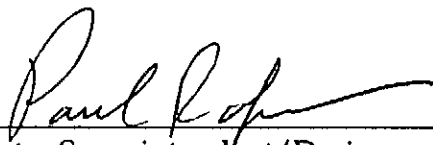
INVITAION FOR BID OPENING CHECKLIST

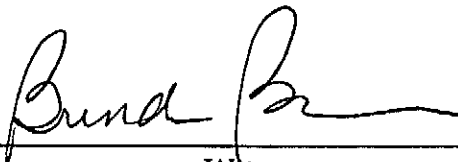
**RADIO FREQUENCY MOBILE METER READING SYSTEM & DATA  
MANAGEMENT SOFTWARE**

WATER DEPARTMENT

- [✓] 1. Have all present sign in on the IFB Opening Sign-In sheet.
- [✓] 2. Announce that the acceptance of bids closed at 1:00 P.M. on April 2, 2013.
- [✓] 3. Advertised in the local publication:  
Sentinel and Enterprise on March 18, 2013.  
  
Advertised in Goods & Service Bulletin  
  
Bulletin date: March 18, 2013
- [✓] 4. Open I.F.B.'s submitted and register them.
- [✓] 5. Allow the bids received to be reviewed for public inspection.
- [✓] 6. Announce that the contract shall be awarded within 30 days of said opening by the Board of Water Commissioners in conjunction with the Board of Selectmen.

We certify under penalties of perjury that in accordance with M.G.L. Chapter 30B, the attached register of bidders and the amounts of their bids is a complete and accurate list of the bids opened in our presence at the bid opening of April 2, 2013.

  
Water Superintendent/Designee

  
Witness

DATE: 4/2/13

DATE: 4/2/13



# **TOWNSEND WATER DEPARTMENT - INVITATION FOR BID**

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## **TOWNSEND WATER DEPARTMENT TOWN OF TOWNSEND, MASSACHUSETTS**

### **AGREEMENT**

272 Main Street Townsend, Massachusetts 01469 a municipal corporation duly organized under the laws of Massachusetts, hereinafter referred to as the "TOWN", and

Name of Company/Business: **OCEAN STATE METER SERVICE & SUPPLY**

Address: **2130 MENDON ROAD  
CUMBERLAND, RI 02864**

doing business as an (individual) or (partnership) or (corporation), hereinafter referred to as the "CONTRACTOR".

### **WITNESSETH:**

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of **RADIO FREQUENCY MOBILE METER READING EQUIPMENT & DATA MANAGEMENT SOFTWARE**, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to supply the materials and, equipment required to complete the Project, and the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Project The Project consists of supplying 1,500 radio frequency transmitters, receiving/communication equipment and meter reading collection and data management software and training to convert the current touch read meter reading system to a radio frequency mobile drive-by meter reading system.
3. Term of Contract. This Agreement shall be in effect from April 30, 2013 and shall expire on October 22, 2013, unless terminated earlier pursuant to the terms hereof.

## TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price \$117,225.60.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. 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 Agreement, except by and with the written consent of the TOWN.
10. Termination.
  - A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting



## **TOWNSEND WATER DEPARTMENT - INVITATION FOR BID**

from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

**B. Termination for Convenience.** The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

13. **Successor and Assigns.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **Compliance with Laws.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required to complete the project.
15. **Notice.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

## **TOWNSEND WATER DEPARTMENT - INVITATION FOR BID**

16. **Severability.** If any term or condition of this Agreement 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 Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. **Insurance.** Contractor shall maintain insurance in the following coverages and amounts, and shall provide a certificate of insurance to the Town upon Contractor's execution of this Agreement indicating compliance with this paragraph.

**General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured."

**Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident.

**Workers' Compensation Insurance** as required by law.

19. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement 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.

# **TOWNSEND WATER DEPARTMENT - INVITATION FOR BID**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on the date first above written.

## **BOARD OF WATER COMMISSIONERS**

\_\_\_\_\_  
Chairman, Niles S. Busler

\_\_\_\_\_  
Vice Chairman, Francis McNamara

I certify that an appropriation is available  
in the amount of this contract.

\_\_\_\_\_  
Kimberly S. Fales, Town Accountant

Approved as to Form:

\_\_\_\_\_  
Town Counsel

## **BOARD OF SELECTMEN**

\_\_\_\_\_  
Chairman, Nicholas E. Thalheimer

\_\_\_\_\_  
Vice-Chair, Sue Lisio

\_\_\_\_\_  
Robert Plamondon, Clerk

## **CONTRACTOR:**

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Printed Name of Authorized Person

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email \_\_\_\_\_



**TOWNSEND POLICE DEPARTMENT**  
**P. O. Box 137**  
**70 Brookline Road**  
**Townsend, Massachusetts 01469**

3.5

**Erving M. Marshall, Jr.**  
**Chief of Police**

**978-597-2242**  
**978-597-6214**

To: Andrew Sheehan, Town Administrator

From: Erving M. Marshall, Jr., Chief of Police

Re: CEMLEC Mutual Aid Agreement

Date: April 24, 2013

Andy,

I would appreciate it if you would have the Board Chair sign this agreement (Pg. 4 of Exhibit A) and return the original to me.

My intention is to increase the jurisdictional authority of Townsend officers under C. 40 section 8G with this agreement and not join CEMLEC as we still receive our mutual aid assistance as a member of NEMLEC.

For years, the Massachusetts Chiefs of Police Association has been pursuing legislation for state-wide jurisdiction for municipal police officers to offset the restrictions by Commonwealth v. Leblanc, however, this has met resistance time after time due in most part by the pushback from the Massachusetts State Police Union.

With that being said, it is my opinion, as well as the opinion of many other Chiefs of Police, that these inter-jurisdictional mutual aid agreements be entered into to make certain that municipal police officers have adequate authority to perform their duties and decrease liability in the event that one of our officers responds to a surrounding community for assistance.

Please contact me should you have any questions or concerns.

Sincerely,

Erving M. Marshall, Jr.  
Chief of Police

Cc: File



# CENTRAL MASSACHUSETTS LAW ENFORCEMENT COUNCIL

57 Thompson Rd.

Webster, Massachusetts 01570

Telephone (508) 943-1212 Fax (508) 943-7979

## President

Chief Timothy Bent  
Webster Police

## Vice President

Chief Dennis Towle  
Sutton Police

## Treasurer

Chief James Pervier  
Charlton Police

## Secretary

Chief Normand Crepeau  
Grafton Police

## Executive Committee

Chief Ernest Horn  
Mendon Police

Chief James Hurley  
Leicester Police

Chief Bruce  
Spiewakowski  
Warren Police

Chief Thomas Ford  
Sturbridge Police

## Membership Committee

Chief Warren Ryder  
Boxborough Police

Chief Dennis Towle  
Sutton Police

April 23, 2013

Chief Erving Marshall  
Townsend Police Department  
70 Brookline Road  
Townsend, MA 01469

Chief Marshall,

I would like to invite you to participate in the Central Massachusetts Law Enforcement Council (CEMLEC). This Council's Mutual Aid Agreement has been an invaluable aid to police officers in central Massachusetts, as we work to combat the negative impacts of the *Commonwealth v. LeBlanc* case on extraterritorial jurisdiction.

There are currently 66 communities who have signed the agreement. The original language was written by Atty. Jack Collins, General Counsel for the Mass. Chiefs of Police Association. It was vetted by the Worcester County District Attorney's Office. It has been challenged- unsuccessfully- several times in court. Additionally, the major insurance carriers in the state including MIIA have reviewed and signed off on the agreement. Since its' inception, we have not had a single problem with the actions of one community's Officers in another community. There is NO cost to sign the agreement. This language is now being replicated in other LEC's across Massachusetts.

The mutual aid agreement that has been put together is a valuable tool to all of the participating communities. The document can be used for everyday police work not necessarily related to the law enforcement council activities, for example, your Officers have unrestricted police authority in 66 Central Mass. communities. The authority does not require activation. It is always in force when Officers are on-duty. Your community would be under no obligation to send resources anywhere. We no longer lose arrests that cross town lines during apprehension, as was the case in the *LeBlanc* case. Our Officers are no longer armed citizens when outside their community, whether in court, at hospitals, etc.

I think that another one of the major selling points for your community as you consider joining the law enforcement council is that if you decide to participate in the

CEMLEC.COM

Annual \$500 fee, with just a phone call you can have as many police officers as needed from all over central Massachusetts responding to your town and folded into your own departments response to whatever the incident might be. Whether it is a barricaded subject, narcotics investigations, fatal motor vehicle crash or a lost person, crowd control, funeral escort or traffic control with the motor unit, you'll have substantial manpower at your disposal and completely under your control.

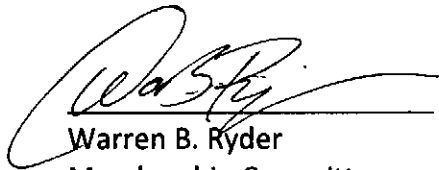
Our map of signatory communities has a critical flaw- the absence of your community. We need your support and participation. Please contact me with any questions or concerns. As for the language in the agreement, questions should be directed to Atty. Collins directly at (508) 523-9731. Jack has been able to field town counsel/city solicitor questions without exception.

Attached you will find the CEMLEC agreement for your review. If you could please forward me an original copy of the signatory page I will personally deliver it to the council. The agreement needs to be signed by you and your Town Manager or BOS Chair. There is no commitment from your community other than the yearly membership fee (\$500) if you choose to utilize the regional resources.

The Central Massachusetts Chiefs of Police would be honored to have you and your Department stand with us on this essential project.

If you have any questions or concerns please contact me anytime at 978-263-2628. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Warren B. Ryder", written over a horizontal line.

Warren B. Ryder  
Membership Committee  
Central MA Law Enforcement Council

# **Central Massachusetts Law Enforcement Council** **Mutual Aid Agreement**

Agreement by and among the cities and towns identified as signatory communities on Exhibit A, which is attached hereto and made a part hereof, subject to the withdrawal and addition of communities in accordance with the provision of Article 8 of this agreement.

## **Article 1 – Purpose and Intent**

This agreement is adopted pursuant to the provision of Massachusetts General Law Chapter 40, Section 8G, and is intended to supplement but not contradict the provisions of MGL Chapter 41, Section 99 and Chapter 37, section 13, as well as all other statutory and common law authorizing Police Officers of one community to exercise Police powers in another community, in order to provide mutual aid for the protection of public safety. The purpose of this agreement is to set forth the circumstances and procedures for the provision of law enforcement mutual aid across jurisdictional lines, and to address the command and control, liability, compensation, and reimbursement associated with mutual aid events. The parties intend that, subject to the terms, conditions, and limitations of this agreement, Police Officers from one community shall have the rights, privileges, and immunities of Police Officers when in the course of providing mutual aid in another community. This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nothing contained in this agreement shall be construed as limiting the lawful authority of Police Officers to make arrests or to exercise their Police powers or to engage in fresh and continued pursuit under Massachusetts General Laws Chapter 41, Section 98A.

## **Article 2 – Definitions**

“Commanding Officer”: The Chief of Police of a signatory community or, in the absence of the Chief of Police, the person designated as having command responsibility.

“Mutual Aid”: Personnel and equipment provided by one signatory community to another. Situations calling for mutual aid include, but are not limited to, natural disasters, terrorist attack, medical emergency, motor vehicle collisions, traffic control and enforcement, civil disturbance, criminal activity, undercover investigation, drug interdiction, tactical operations, and search and rescue.

“Police Officer” or “Officer”: Any sworn municipal Police Officer authorized to make arrest or serve process, provided he is in uniform, or displays his badge of office, and who has satisfied the training requirements established by state statute and regulations for Police Officers.

“Requester” or “Requesting Department”: the signatory community requesting mutual aid from another signatory community.

“Responder” or “Responding Department”: The signatory community providing mutual aid pursuant to a request from a signatory community.

### **Article 3 – Requests for Assistance**

A Requesting Department may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it needs additional Police Officers or equipment from another department.

The provisions of this agreement shall not be construed as imposing an obligation on any department to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement shall be determined solely by the department furnishing the assistance, and it is understood and agreed that the assistance furnished may be recalled at the sole discretion of the Responding Department.

Except as otherwise provided in Article 5, requests for mutual aid shall be made by and to the Commanding Officers of the respective departments and shall, if practicable, set forth all pertinent information, including:

1. The nature of event giving rise to the mutual aid request, its location, estimated duration, and any unusual or high-risk characteristics;
2. The number of Police Officers requested, as well as any specialty requirements;
3. The type of equipment and logistical support needed;
4. The location to which the responding Police Officers should report; and
5. The name of the supervising Police Officer to whom the responding Police Officer(s) should report.

The Commanding Officer of the Responding Department shall issue such orders or directives as are necessary to place responding Police Officers under the operational control of the Commanding Officer of the Requesting Department. (This obligation may be satisfied by the issuance of a standing General Order or similar directive.)

### **Article 4 – Command and Control**

Upon entering the jurisdiction of a Requesting Department, Police Officers of a Responding Department shall contact or report immediately to the Commanding Officer or designated Superior Officer of the Requesting Department and shall be under the direction and control of said Officer.

The Commanding Officer of the Responding Department may recall the Police Officers and equipment of the Responding Department at such Commanding Officer’s sole discretion.



Nothing in this Article shall prohibit or restrict the authority of Superior Officers from a Responding Department to command subordinate Officers of the Responding Department while they are in the jurisdiction of the Requesting Department, providing this does not conflict with orders issued by or on behalf of the Commanding Officer of the Requesting Department. Officers of the Responding Department shall follow their Departments' policies, procedures, rules and regulations during any mutual aid operations. Whenever there appears to be a conflict in the way an Officer from the Responding Department is being asked to act and the way he or she would do so in conformity with their department's policies, procedures, rules and regulations, they shall call such discrepancy to the attention of the person issuing a conflicting directive, who shall make every effort to ensure the Officer maintains compliance with his/her own agency.

#### **Article 5 – Police Authority**

Any Officer from a signatory community may exercise Police powers in any other signatory community so long as the Officer has knowledge of facts and circumstances that would amount to probable cause that a motor vehicle violation has occurred or the Officer has reasonable suspicion or probable cause to believe that a violation of the law has occurred and said Officer makes notification, in a timely manner, to the Police Department in the community in which the motor vehicle violation or violation of the law occurred.

Unless circumstances dictate a practice to the contrary, while in the jurisdiction of another signatory community, Police Officers may stop a motor vehicle for any motor vehicle infraction or other violation of the law provided that they are operating a Police vehicle equipped with emergency warning lights and an audible siren, or similar devices, under the following circumstances:

1. Upon signaling a motorist to stop or otherwise exercising Police powers with respect to the enforcement of motor vehicle laws, the Police Officer shall (a) notify his/her dispatcher of the situation warranting a law enforcement or policing response including the pertinent details and (b) instruct his/her dispatcher to notify the dispatch center of the community in which he/she is located including the location, type of situation and whether assistance is needed from that agency.
2. All paperwork, including citations, citation audit sheets, complaint applications, booking procedures, crash reports, incident reports and any other documents required pursuant to law or policy, shall be completed in accordance with the agency in whose jurisdiction the motor vehicle enforcement action occurred. The Officer and agency that initiated the Police action shall ensure that all paperwork required by the court having jurisdiction is served upon the court. All court activity resulting from such Police action, including but not limited to clerk's hearings, show

cause hearings, arraignments and any other proceedings, shall be the responsibility of the Officer and/or agency that initiated the Police action.

3. While engaged in such activities, should the need arise for EMS, Fire Department and/or other assistance, the Officer shall request such assistance through the agency in whose jurisdiction the enforcement action was taken and in accordance with Massachusetts General Laws Chapter 111C as it relates to EMS Service Zones. This shall also include any requests for tow services.

Unless Police Officers have received the authorization of their department's Commanding Officer or the Commanding Officer of the agency from the community in which they are contemplating taking a Police action or activity, Off-duty Officers shall not activate themselves to an on-duty status. For the purpose of this agreement, Police Chiefs shall be the only Officers considered on duty at all times.

#### **Article 6 – Costs**

Police Officers taking action in another community pursuant to this agreement shall not be considered to be employees of that community; rather, they shall at all times and for all purposes be considered to be on duty for the community in which they are appointed and by which they are regularly employed.

Each Department shall assume and be responsible for paying (a) all of its own personnel costs, including but not limited to, salaries, overtime, temporary and permanent disability benefits, and payments under applicable collective bargaining agreements; and (b) all of its own equipment costs, including but not limited to, damage to or loss of equipment, and use of fuel, ammunition and other expendable supplies; provided, however (when applicable), that the Requesting Department shall reimburse the Responding Department for such payments to the extent there is either insurance coverage available to do so or any Federal, State or Local emergency funds (e.g., in the event of a natural disaster or other catastrophic event) available to do so. In the event of multiple Responding Departments, available reimbursement shall be prorated equitably.

A determination of a Responding Department to not seek reimbursement in connection with a particular mutual aid event shall not be deemed as a waiver of the right of the Responding Department to seek available reimbursement for any other mutual aid events.

#### **Article 7 – Indemnification and Insurance**

The Requesting Department agrees to indemnify, defend and hold harmless the Responding Department from and against all liability, claims and damages for any civil rights violations, personal injuries, including death, and property damage cause by or arising out of any intentional or negligent misconduct by Officers or

employees of the Requesting Department, or by Officers of the Responding Department, while acting in good faith compliance with the orders or directives of a Superior Officer of the Requesting Department.

Each signatory community shall maintain liability insurance, with coverage limits of at least One Million Dollars (\$1,000,000), covering the actions of its Police Officers while receiving or rendering Mutual Aid.

### **Article 8 – Amendment**

This agreement may be modified only by the written agreement of the signatory communities. Nothing contained herein shall preclude the Chiefs of Police of the signatory communities from establishing mutual aid guidelines and procedures that are consistent with the terms of this agreement.

Any signatory community may withdraw from this agreement by notifying the other signatory communities in writing of such withdrawal and specifying the effective date of such withdrawal. No withdrawal shall affect any rights, responsibilities, or obligations arising out of a mutual aid event that occurred prior to the effective date of withdrawal.

All notices shall be provided to the Mayor, Manager, or Board of Selectmen, as well as the Chief of Police of each other signatory community.

Any city or town may become a signatory community by the agreement of a majority vote of the then signatory communities and by the execution of a written amendment to Exhibit A to this agreement.

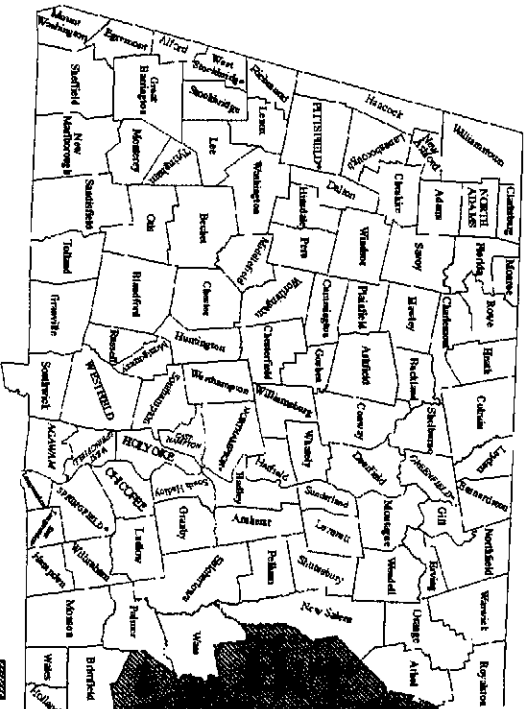
### **Certifications**

Each signatory community certifies to the others (a) that it has duly accepted the provisions of Massachusetts General Laws Chapter 40, Section 8G, (b) that it is duly authorized to execute this agreement and (c) that its Police Officers have complied with training mandates of Massachusetts General Laws Chapter 41, Section 96B.

Executed as a sealed instrument by the parties' duly authorized representatives.

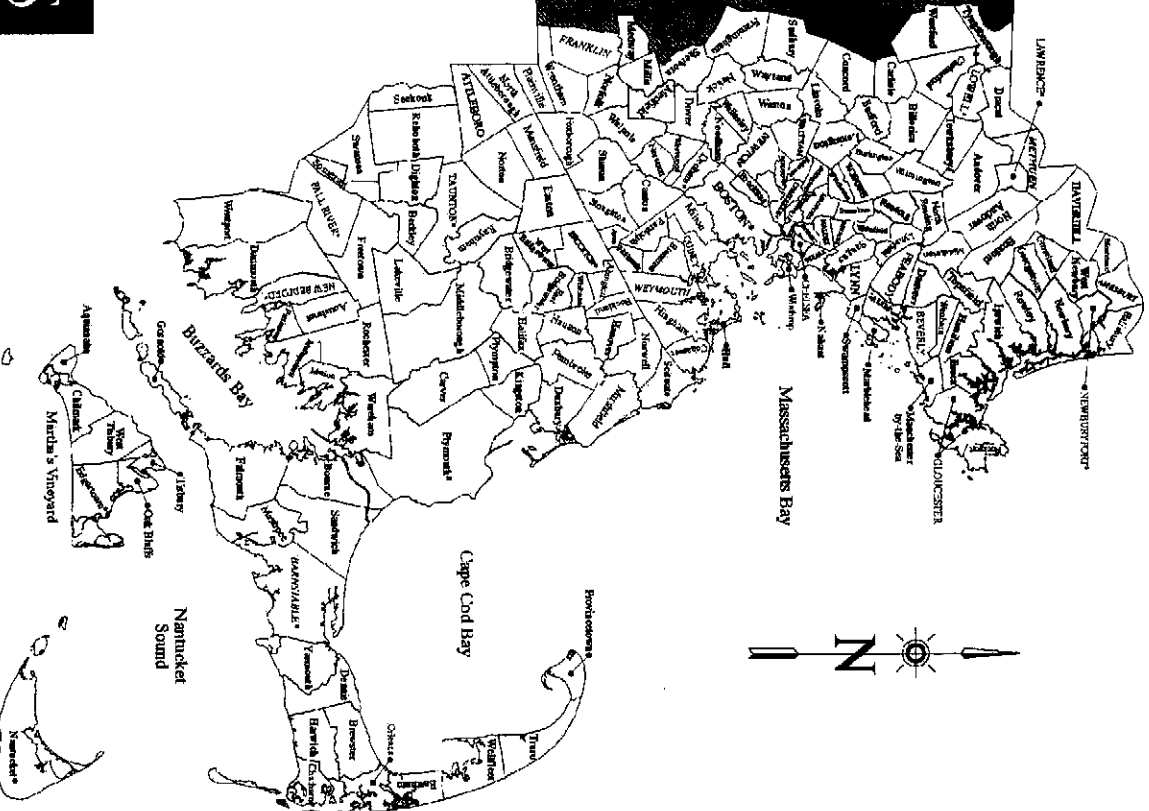
[Date and signatures for each community by its chief executive Officer (e.g., Board of Selectmen) and Chief of Police.]

Created 03April 08



Worcester County Sheriffs

-  SIGNED
-  PENDING
-  ACTIVE RECRUITMENT



MASSACHUSETTS CITIES AND TOWNS



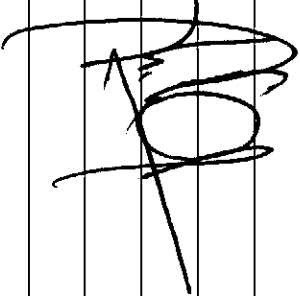
**EXHIBIT A**

Participating Communities

<b>Town</b>	<b>Chief</b>	<b>Date of Entry</b>	<b>Chief's Signature</b>	<b>Chief Executive Officer Signature</b>
Acton	Widmayer			
Ashburnham	Barrett			
Ashby	Lundin			
Ashland	Rohmer			
Athol	Anderson			
Auburn	Sluckis			
Ayer	Murray			
Barre	Demetropoulos			
Bellingham	Daigle			
Berlin	Rhode			
Blackstone	Atstupenas			
Bolton	Alfano			
Boxborough	Ryder			
Boylston	Sahagian			
Brimfield	Kuss			
Brookfield	Ackerman			
Charlton	Pervier			
Clinton	Laverdure			
Douglas	Foley			

Dudley	Wojnar			
Dunstable	Downes			
East Brookfield	Cournoyer			
Fitchburg	Cronin			
Gardner	Erickson			
Grafton	Crepeau			
Groton	Palmer			
Hardwick	Owens			
Harvard	Denmark			
Holden	Sherrill			
Holland	Gleason			
Holliston	Lambert			
Hopedale	Costanza			
Hopkinton	Irvin			
Hubbardston	Perron			
Hudson	Braga			
Lancaster	Lamb			
Leicester	Hurley			
Leominster	Roddy			
Littleton	Kelly			
Lunenburg	Bourgeois			
Marlboro	Leonard			

Maynard	Dubois			
Mendon	Horn			
Milford	O'Loughlin			
Millbury	Handfield			
Millville	Landry			
New Braintree	DuVernay			
New Salem	Camden			
North Brookfield	Thomasian			
Northborough	Leahy			
Northbridge	Warchol			
Oakham	Haapakoski			
Oxford	Boss			
Paxton	Desrosiers			
Pepperell	Scott			
Petersham	Legare			
Phillipston	Valcourt			
Princeton	Schmohl			
Royalston	Deveneau			
Rutland	Baril			
Shrewsbury	Hester			
Shirley	Massak			
Southborough	Webber			

Southbridge	Charette		
Spencer	Darrin		
Sterling	Chamberland		
Stow	Bosworth		
Sturbridge	Ford		
Sutton	Towle		
Templeton	Whitaker		
Townsend	Marshall		
Upton	Bradley	<i>April 21, 2013</i>	
Uxbridge	Freitas		
Wales	Charette		
Ware	Healey		
Warren	Spiewakowski		
Webster	Bent		
West Boylston	Minnich		
West Brookfield	O'Donnell		
Westborough	Gordon		
Westminster	Albert		
Winchendon	Livingston		

July 2011



4.1



Town of Townsend

New Employee or Change in Status Form

Employee Name LEKADITIS, PETER W. Date 4/23/13

Employee Address \_\_\_\_\_ SS# \_\_\_\_\_

Home Phone \_\_\_\_\_ DOB \_\_\_\_\_

Employee Status  Hired  Appointed  Elected  Temporary in excess of 90 days

Employee Effective Start Date \_\_\_\_\_ Hours per week \_\_\_\_\_

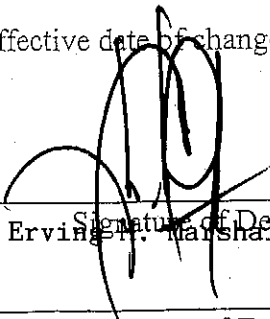
Department Police Rate of pay 42.35 per hour

Title Special Police Officer Rate of pay \_\_\_\_\_ annual

Middlesex Retirement Y \_\_\_\_\_ N \_\_\_\_\_ OR OBRA Y \_\_\_\_\_ N \_\_\_\_\_

REASON FOR CHANGE OF STATUS (Resignation, Termination, Layoff, or Other):  
Special Police Officer Appointment

Effective date of change: 4/19/13

  
\_\_\_\_\_  
Erving H. Marshall, Chief of Police

4/23/13

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Town Administrator

\_\_\_\_\_  
Date



Town of Townsend

New Employee or Change in Status Form

Employee Name ZRATE, SEAN W. Date 4/23/13

Employee Address \_\_\_\_\_ SS# \_\_\_\_\_

Home Phone \_\_\_\_\_ DOB \_\_\_\_\_

Employee Status  Hired  Appointed  Elected  Temporary in excess of 90 days

Employee Effective Start Date \_\_\_\_\_ Hours per week \_\_\_\_\_

Department Police Rate of pay 42.35 per hour

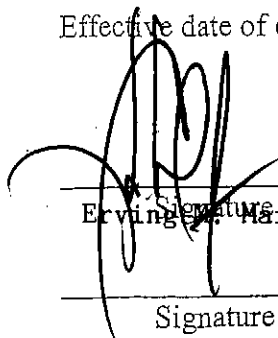
Title Special Police Officer Rate of pay \_\_\_\_\_ annual

Middlesex Retirement Y  N  OR OBRA Y  N

REASON FOR CHANGE OF STATUS (Resignation, Termination, Layoff, or Other):

Special Police Officer Appointment

Effective date of change: 4/22/13

  
\_\_\_\_\_  
Erving W. Marshall, Chief of Police  
\_\_\_\_\_  
Signature of Town Administrator

4/23/13  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date



# TOWNSEND FIRE-EMS DEPARTMENT

*Proudly serving the citizens of Townsend since 1875*

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

Donald Klein  
Chief of Department

Headquarters: 978-597-8150

Fax: 978-597-2711

4.2

May 1, 2013

To: Andrew Sheehan, Town Administrator  
Townsend Board of Selectmen

Subject: Appointment of Five New On-Call Firefighter

Andy,

I would like to get the following five gentlemen appointed as on-call firefighters to the Townsend Fire-EMS Department as soon as possible. I need to get them appointed and through their physicals before May 17<sup>th</sup> in order to get them into the next recruit class at the Fire Academy, otherwise they would have to wait until July of 2014 before being emitted to the next class.

They are:

Mathew Cormier  
Gerald Martin  
Derek Maskalenko  
Michael Virostko

Regards,

*Don*

Donald Klein, Chief  
Townsend Fire-EMS