

# Office of the BOARD OF SELECTMEN

## 272 Main Street Townsend, Massachusetts 01469

Sue Lisio, Chairman

Robert Plamondon, Vice-Chairman

Colin McNabb, Clerk

Andrew J. Sheehan, Town Administrator Office (978) 597-1700 Fax (978) 597-1719

## SELECTMEN'S MEETING AGENDA APRIL 1, 2014, 6:00 P.M. SELECTMEN'S MEETING CHAMBERS

## I PRELIMINARIES

- 1.1 Call the meeting to order and roll call
- 1.2 Chairman's Additions or Deletions:

#### II APPOINTMENTS AND HEARINGS

- 2.1 Review request from Paul Rafuse, Water Superintendent, to declare as surplus assorted brass fittings. Votes may be taken.
- Review request from the Mass. Department of Conservation & Recreation (DCR) relative to the potential assignment of a parcel of land on Barker Hill Road classified under G. L. c.
  61B. DCR requests that the Board waive the 120 day waiting period and announce DCR's interest in acquiring the property. Votes may be taken.
- 2.3 Review and sign contract with Mammoth Fire Alarms, Inc. for purchase and installation of a Public Emergency Alarm Reporting System. Votes may be taken.
- 2.4 Discussion of Fire-EMS Chief interview process. The Board may adjourn to Executive Session to discuss strategy in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel pursuant to G. L. c. 30A, s. 21(a)(2). Votes may be taken.

2.1



## TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Niles Busler, Chairman Paul L. Rafuse,

Water Superintendent

Francis McNamara, Vice-Chairman

Andrea Wood, Clerk

(978) 597-2212

Fax (978) 597-5611

# Memo

To:

Andy Sheehan, Town Administrator

From:

Paul Rafuse, Water Department Superintendent

CC:

Date:

3/20/2014

Re:

Request to Declare Assorted Brass Fittings Surplus Property

I request that the Board of Selectmen approve 682 lbs. of assorted brass fittings to be disposed of as surplus property. As part of the Federal Lead Reduction Rule we are prohibited to use any brass that contains lead on any piping that is used on any potable water system after January 14, 2014. For this reason we are required to dispose of all currently stocked inventory that had not been used prior to January 14, 2014.

Because this affects all public water systems one of our distributors is working with a junk dealer called "Scrap it" out of Everett, MA. who happen to offer the best price/lb at initially \$1.90/lb (see attached). Because this distributor happened to be who we purchased approximately 90% of the surplus brass from, the amount received would be credited to our account. The amount offered/lb from "Scrap It" increased to \$2.04/lb as reflected on the credit slip from the distributor (also, see attached). The total weight on the credit slip needs to be corrected from 688 lbs. to 682 lbs. and I have already called the distributor about that but, the price of \$2.04/lb. will remain the same.

Other quotes acquired were;

\$1.74/lb from Westford Metals 69 Broadway St., Westford, MA

\$1.50/lb from MJS Metals 60 Turnpike Rd, Townsend, MA

If you have any questions please call or email me.

Thank you.



2 Dexter Street • 431 Second Street • Everett, MA 02149

10 # \_ PRICE TOTAL NET ITEM W-Master TOTAL Signature

From: Scott Fitzgerald   scott@stilesco:com > Subject: Fwd: Trownsend credit To: Paul Rafuse   sprafuse@townsend:ma.us >
--

## Paul

Your updated credit is attached. □Sorry for the confusion. □ Thanks for taking advantage of this program, it has gone over real big helping utilities migrate to NL product. □It's all about getting into compliance! □The industry seems grateful for the way we've done it (transferring to credit) to ease the purchasing process. □Scrap It has been a pleasure to deal with that's for sure. □ □Please let me know if I can help with anything else. □

Scott Fitzgerald
Stiles Company Inc. 
617-872-8610 
Cell

Sent from my iPhone

## Begin forwarded message:

From: Jilliane Polillio <<u>jilliane@stilesco.com</u>>
Date: March 24, 2014 at 8:21:06 AM EDT
To: Scott Fitzgerald <<u>scott@stilesco.com</u>>

Subject: Townsend credit

Content-Type: application/rtf; name="Invoice.rtf"
Content-Disposition: attachment; filename="Invoice.rtf"
X-Attachment-Id: b85456eda988e96a\_0.1.1



**Stiles Company** 

Water works Products
922 Pleasant Street

Invoice#: 213882

SALES ORDER #:

Norwood,MA 02062 800-426-6246 Federal ID: 04-2779533

Page 1 of 1

SOLD TO:

TOWNSEND WATER DEPT.

540 Main Street West Townsend, MA 01474 SHIPPED TO:

TOWNSEND WATER DEPT.

540 MAIN STREET

WEST TOWNSEND, MA 01474

3/5/2014

Scott2

-682 -682

0 X1

Scrap Brass Credit

\$2.04

(\$1,391.28)

SUBTOTAL: (\$1,391.28) FREIGHT: \$0.00

0.00% TAX: \$0.00 0.00% TAX: \$0.00

OTHER:

**TOTAL** (\$1,391.28)

\$0.00

AMOUNT (\$1,391.28)

## **Andy Sheehan**

From:

Paul Rafuse <prafuse@townsend.ma.us>

Sent: To: Monday, March 24, 2014 9:34 AM

Subject:

Andy Sheehan Brass Surplus

Attachments:

Corrected Credit Invoice\_Stiles.pdf

Andy,

Attached is the corrected credit invoice from Stiles Co. regarding the request for brass surplus.

Thank you

## Paul Rafuse

Superintendent Townsend Water Department 540 Main St.

West Townsend, MA 01474

Tel: 978-597-2212 Fax: 978-597-5611

Email: prafuse@townsend.ma.us







March 12, 2014

Sue Lisio, Chair Townsend Select Board Memorial Hall, Upper Level 272 Main Street Townsend, Massachusetts 01469

Dear Ms. Lisio:

# **RECEIVED**

MAR 1 7 2014

**SELECTMEN'S OFFICE** 

In keeping with state regulations at 301 CMR 51.00, this letter is to provide formal notice to the Townsend Board of Selectmen regarding The Commonwealth of Massachusetts' interest in acquiring a 19+/- acre parcel of land located on Barker Hill Road in the Town of Townsend. The parcel is forested, undeveloped land classified under G. L. Chapter 61B. Any current use being made of the property is informal and transitory.

The land has been offered to the town in accordance with Section 9 of Chapter 61B. If the town assigns the right to acquire the property to The Commonwealth, DCR will proceed with the acquisition in accordance with the provisions of Section 9. If acquired by DCR, the land will be annexed to DCR's Townsend State Forest and dedicated to conservation and recreation purposes. A locus map showing the location of the subject property is enclosed as "Exhibit A."

The applicable regulations require a state agency to take certain steps prior to purchasing land. One is to provide this notification to the Select Board and certain other public officials at least 120 days prior to the acquisition. Another is, at least 60 days prior to the acquisition, to have a public announcement made in the affected municipality regarding the agency's proposed action. On these two matters, the Department seeks the Board's assistance.

To meet the time limits imposed in Section 9, the Department must act before the 120 day period expires. The Department therefore asks that the Select Board waive the 120 day waiting period, and a form indicating the Board's approval of that waiver is enclosed with this letter. To meet the public announcement requirement, the Department asks that the Board make an announcement of the Department's interest in acquiring the subject property for the reasons described above, and fill out the certificate of announcement form also enclosed with this letter. A self-addressed envelope is enclosed for your convenience in returning the forms to us.

> Richard K. Suilivan Jr., Secretary Executive Office et Energy & Environmental Affairs Deval L. Patrick

Covernor

March 12, 2014 Page 2

Should you or other members of the Board have any questions regarding this matter, kindly contact Antonio Barletta, DCR's Director of Government Affairs, at 617-626-4991. For your information, a similar notice and request have been sent to the Montachusett Regional Planning Commission, Representative Shelia C. Harrington and Senator Jennifer L. Flanagan.

Thank you in advance for your assistance.

Very truly yours,

Dolores Boogdanian Assistant General Counsel

**Enclosures** 

CERTIFIED MAIL NO. 7010 3090 0001 5172 5340 RETURN RECEIPT REQUESTED

cc: Andrew J. Sheehan, Town Administrator

## 120 DAY WAIVER IN RE LAND IN TOWNSEND

I, Sue Lisio, Chair of the Townsend Select Board, in response to a request by the Department of Conservation and Recreation that the Board waive the 120 day notice period required in the regulations for acquiring land for conservation of the Commonwealth's natural resources (in particular, 301 CMR 51.08(1)(b)) in connection with a proposed acquisition by the Department in the Town of Townsend, hereby confirm that the Board agrees to waive the 120 day notice period required by said Section 51.08, and that the acquisition by the Department of Conservation and Recreation of an approximately 19 acre parcel of land located on Barker Hill Road in the Town of Townsend, as shown on a locus map marked "Exhibit A" appended hereto, may occur within a shorter time period than provided in said Section 51.08.

Sue Lisio, Chair	
Townsend Select Board	

Date:

## CERTIFICATE OF ANNOUNCEMENT IN RE LAND IN TOWNSEND

In accordance with 301 CMR 51.00, et seq., the Select Board for the Town of Townsend hereby certifies that on , 2014, a public announcement was made at a regularly scheduled Select Board's meeting regarding the Commonwealth's interest in acquiring a 19(+/-) acre parcel of land located on Barker Hill Road in the Town of Townsend. A locus map marked "Exhibit A" showing the proposed acquisition is appended hereto.

Date:	
	Sue Lisio, Chair
	Townsend Select Board

## 120 DAY WAIVER IN RE LAND IN TOWNSEND

I, Sue Lisio, Chair of the Townsend Select Board, in response to a request by the Department of Conservation and Recreation that the Board waive the 120 day notice period required in the regulations for acquiring land for conservation of the Commonwealth's natural resources (in particular, 301 CMR 51.08(1)(b)) in connection with a proposed acquisition by the Department in the Town of Townsend, hereby confirm that the Board agrees to waive the 120 day notice period required by said Section 51.08, and that the acquisition by the Department of Conservation and Recreation of an approximately 19 acre parcel of land located on Barker Hill Road in the Town of Townsend, as shown on a locus map marked "Exhibit A" appended hereto, may occur within a shorter time period than provided in said Section 51.08.

	Sue Lisio, Chair	
	Townsend Select Board	
Date:	·	

# Exhibit A



Scale: 1 to 24,000

**Boundary Lines Approximate** 



**Subjest Property** 

**DCR Townsend State Forest** 





#### CONTRACT

## PUBLIC EMERGENCY ALARM REPORTING SYSTEM BY AND BETWEEN THE TOWN OF TOWNSEND AND MAMMOTH FIRE ALARMS, INC.

The	following	provisions	shall	constitute	an	Agreement	between	the	Town	of
Tow	nsend, acti	ng by and	through	its Board	of	Selectmen,	hereinafter	refe	rred to	as
"Tow	n", and Ma	ammoth Fire	Alarm	s, Inc. with	n an	address of	176 Walker	Stree	et, Low	ell,
MA	01854, here	inafter refer	red to a	s "Contrac	tor",	effective as	of		_, 2014.	In
cons	ideration of	the mutual	covenai	nts contain	ed h	erein, the pa	rties agree	as fo	llows:	

## **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with a fully installed Public Emergency Alarm Reporting System as described in the Request for Proposals and Addendum #1, the Contractor's non-price proposal, and the Contractor's price proposal, all of which are incorporated herein by reference. In the event of any conflict in and between the documents making up the Scope of Work, as indicated in this Article, such conflict shall be resolved such that the Town receives the highest quality and greatest quantity of services, as determined by the Town.

## **ARTICLE 2: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work in the amount of Fifty Three Thousand Five Hundred Nine Dollars and Sixty Cents (\$53,509.60). The contract is a lump sum contract.

## **ARTICLE 3: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.

- 2. Violation of any of the provisions of this Agreement by the Contractor.
- 3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
- 4. For the Town's convenience, without cause.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement, and has neither cured nor commenced a cure of any such breach. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions for any damages or claims of the Town, and as otherwise may be permitted by this Agreement or law.

## **ARTICLE 4: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

## **ARTICLE 5: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

## ARTICLE 6: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement

#### CONTRACT

## PUBLIC EMERGENCY ALARM REPORTING SYSTEM BY AND BETWEEN THE TOWN OF TOWNSEND AND MAMMOTH FIRE ALARMS, INC.

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Board of Selectmen, hereinafter referred to as "Town", and Mammoth Fire Alarms, Inc. with an address of 176 Walker Street, Lowell, MA 01854, hereinafter referred to as "Contractor", effective as of \_\_\_\_\_\_, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a fully installed Public Emergency Alarm Reporting System as described in the Request for Proposals and Addendum #1, the Contractor's non-price proposal, and the Contractor's price proposal, all of which are incorporated herein by reference. In the event of any conflict in and between the documents making up the Scope of Work, as indicated in this Article, such conflict shall be resolved such that the Town receives the highest quality and greatest quantity of services, as determined by the Town.

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- 3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
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shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

## **ARTICLE 7: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

## **ARTICLE 8: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

## **ARTICLE 9: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the following amounts:

## General Liability

Bodily Injury Liability: \$1,000,000 per occurrence
Property Damage Liability \$500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

## Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

The Contractor shall provide the Town with copies of the certificates of insurance.

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#### Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

The Contractor shall provide the Town with copies of the certificates of insurance.

## **CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes. Social Security Number or Signature of Individual or Federal Identification Number Corporate Name Corporate Officer (if applicable) IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written. TOWN OF TOWNSEND by its Board of Selectmen: Sue Lisio, Chairman Printed Name and Title Colin McNabb, Clerk Approved as to Availability of Funds: Town Accountant

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MAMMO-2

OP ID: CB

ACORD

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/18/14

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(les) must 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 Francis Provencher Insurance Agency, Inc. 530 Rogers Street Lowell, MA 01852		Phone: 978-459-8681 Fax: 978-454-9343			
LUWBII, MI	H 01832		INSURER(S) AFF	ORDING COVERAGE	NAIC #
			INSURER A : First Mercury Ins	surance Co.	10657
INSURED	Mammoth Fire Alarms Inc.	——————————————————————————————————————	INSURER B : Merchants Insur	ance Group	23329
176 Walker Street Lowell, MA 01854		INSURER C: The Hartford		30104	
		INSURER D :			
			INSURER E :		
			INSURER F :		

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY		1115			, <u>,</u>	EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			SE-CGL-0000004363-03	01/13/14	01/13/15	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	X Errors & Ommissio						GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	3,000,000
	POLICY X PRO-							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	ANY AUTO			CAP9254658	10/01/13	10/01/14	BODILY INJURY (Per person)	\$	
	ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	,
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
Α	EXCESS LIAB CLAIMS-MADE			SE-UMB-0000004364-03	01/13/14	01/13/15	AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10000	]		<u> </u>				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WCSTATU- OTH- TORY LIMITS ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA		08WECCN4022	08/14/13	08/14/14	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	" " "					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

CERTIFICATE HOLDER		CANCELLATION
Town of Townsend	TOWN001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
272 Main Street Townsend, MA 01469		AUTHORIZED REPRESENTATIVE

December 18, 2013

Administrator Andrew Sheehan;

DEC 2 0 2013

I am writing in regards to your search for a Fire-EMS Chief for the Tewer TWENTS POFFICE accept my cover letter and resume for your consideration.

Currently, I hold the position of Fire Chief for the Town of Amherst, NH, a community similar in size and demographics to Townsend. During my tenure here, the department has become the first in the country to utilize PublicEye, an iPad/Android phone and tablet software application, in the field to enhance emergency response. To date, the use of this application has been at no cost to the taxpayer. This was accomplished by agreeing to put my technical background to work BETA testing the product in exchange for free software and licensing. I have applied this same kind of outside-of-the-box thinking to achieve funding for other initiatives with the goal of minimizing or eliminating the burden on the taxpayers.

Before assuming the position here in Amherst, I spent more than 20 years in the fire department for the City of Keene, NH, where I started as a firefighter at the age of twenty and departed at the rank of Deputy Fire Chief. While in Keene, I obtained grant funding and lead the first hazardous materials team in the state of NH. We were the first in the state to have a swift water rescue team to address the hazard in the community. I was instrumental in the city becoming the first in the country to utilize Firehouse electronic patient care reporting in the field using mobile data terminals. I also founded and directed of a week-long kids Safety Camp created in 2008 believed to be the only safety camp in New England. This camp was self-funded and formed by working with a number of non-profit organizations that shared mutual concern for kid's safety and welfare.

My entire career has involved working with paid-on-call, volunteer, and full-time firefighters. My experience includes managing fire-based EMS, ambulance transport services, and paramedic advanced life support intercept services to surrounding towns.

As a 2008 graduate of the National Fire Academy Executive Fire Officer program, I come to you with extensive experience developing master plans and strategic initiatives using creative problem solving techniques to enhance emergency services. I have successfully obtained approximately five million dollars in grant funding and managed large scale projects such as purchasing apparatus, fire station specification, and communication infrastructure. Recently, I obtained a NH Homeland Security Grant and American Firefighter Grant (AFG) totaling over \$250,000 to build a regional communication system to serve four communities including Amherst.

I am well-known in the fire service community and an active instructor with over 20 years' experience teaching for NH Fire Academy. I have a track record as a progressive fire service leader that is on the leading edge of technology, education, and improvements in the fire service. These rich and varied experiences have molded me into a well-rounded Fire Chief and make me a good fit for Townsend position.

## Mark R. Boynton - 27 Pinewood Drive, Amherst NH 03031 Home 603-554-1755 Mobile 603-801-8097

In the attached resume I believe you will find that I meet, or exceed, all of your desired qualifications. I look forward to the opportunity to interview for the position.

Respectfully,

Mark R. Boynton

# Mark R. Boynton

# 27 Pinewood Drive, Amherst New Hampshire 03031 (603) 554-1755 boyntonm@comcast.net

## **Objective**

Advancement to a position that would challenge my personal and professional aspirations.

## Qualifications

More than twenty five years' experience in the emergency services with more than twelve in a Leadership/Management position, National Fire Academy Executive Fire Officer, degree in Occupational Safety with numerous professional certifications.

## **Employment**

Amherst Fire Dept. July 2010 to present Fire Chief / Emergency 177 Amherst St. **Emergency Management Director** Amherst NH 03031 Keene Fire Dept August 2006 to 2010 Deputy Chief of Administration 32 Vernon St. Sept 2004 to Aug 2006 - Deputy Chief of Operations Keene NH 03431 Sept 1999 to Sept 2004 - Captain Training Bureau April 1996 to Sept 1999 - Lieutenant/EMT-I June 1995 to July 1996 - 2<sup>nd</sup> Lieutenant/EMT-I August of 1989 to June 1995 - Firefighter/EMT-I Keene State College September 2000 to May 2007 229 Main St. Adjunct Professor for Fire Science Keene, NH 03431 Al Melanson Co. Inc. -1994 to September 1999, Safety Director 353 West St. 1987 to 1989 Sheet metal Fabricator/Welder Keene, NH 03431 NH Fire Standards & -2002 to present - Senior Staff Instructor 1994 to 2002 - 1st Class Staff Instructor Training 1993 to present - HAMAT Specialty Inst. 10 Hazen Dr. Concord, NH, 03301

#### Experience

Currently hold the position of Fire Chief and Emergency Management Director. Primary responsibilities are to lead and manage all aspects of emergency response and emergency management. Work directly with Police, State Fire Marshal and outside agencies to maintain a cooperative relationship within the town and neighboring communities. Maintain a well-coordinated emergency management plan and strategy. Maintain all department budgets and manage revenue accounts. Day to day activities include; managing and leading emergency response, fire prevention, training and EMS. Duties include but are not limited to: data analysis, emergency response, risk management, infrastructure maintenance, policy/guideline development and implementation. Position requires thinking at a systems-level in order to analyze and act on behalf of the department's long-term goals.

## (Experience continued)

- Safety Director Al Melanson Co. Inc. for five years. Responsible for all aspects of safety including, but not limited to: OSHA & DOL Compliance, risk management, claims management, purchasing, budgeting, training, safety inspections, and strategic planning.
- Hazardous Materials Coordinator City of Keene Fire Department for five years Responsible for development, training and implementation of the states first Hazardous Materials Response Team.
- Labor Contract negotiator for Professional Fire Fighters of Keene IAFF Local 3265 for three years.
- NH Fire Standards & Training Senior Staff Instructor for the last 20 years -Experience in instructing and coordinating all subjects included in Firefighter, Hazardous Material, Terrorism, Incident Command System and National Incident Management training levels.
- Walpole Volunteer Fire Department Walpole, New Hampshire 03608
  - > Captain 1990 to 1991
  - ➤ Lieutenant 1988 to 1990
  - > Firefighter 1987 to 1988

#### **Education**

- Keene State College, Keene, New Hampshire
   Associate of Science in Occupational Safety, 1995 Graduate
- National Fire Academy, Emmitsburg, Maryland
   Executive Fire Officer Program (EFOP) Master's Level Program 2008 Graduate.
- Education Received at the National Fire Academy Emmitsburg, Maryland
  - Fire/Arson Origin and Cause October 2009
  - Executive Leadership EFOP 4th year class April 2008
  - Executive Analysis of Fire Service Operations in Emergency Management EFOP 3<sup>rd</sup> year class July 2007
  - ➤ Leading Community Risk Reduction EFOP 2<sup>nd</sup> year class January 2007
  - Executive Development EFOP 1<sup>st</sup> year class March 2006
  - Command and Control of Fire Service Operations at Natural and Man Made Disasters - August 1998
  - > Interpersonal Dynamics in Fire Service Organizations June 1997
  - Strategic Analysis of Community Risk Reduction September 1996
  - ➤ Fire Service Course Design January 1995
  - ➤ Fire Service Instructional Methodology October 1993
  - ➤ Hazardous Materials Operating Site Practices November 1992
  - Chemistry of Hazardous Materials May 1992
  - ➤ Fire Command Operations May 1991

## Credentials

- Certified Public Manager NH Bureau of Education May 2006
- Certified Public Supervisor NH Bureau of Education December 2005
- Supervisor Academy Three Primex Risk Management Exchange April 2003

- Supervisor Academy Two Primex Risk Management Exchange November 2002
- Supervisor Academy One Primex Risk Management Exchange June 2002

## Relevant Fire Service Certifications

New Hampshire Fire Academy & Pro Board

Firefighter Level One
Firefighter Level Two
Firefighter Level Three
Fire Instructor Level Three
Hazardous Materials Technician

- New Hampshire Fire Academy NFPA Level II Company Officer
- New Hampshire Fire Academy NFPA- Fire Instructor Level I, II, III
- Nationally Registered Emergency Medical Technician Intermediate (Complete list of education and certifications available upon request)

## Professional and Civic Affiliations

- Founder of Souhegan Cooperative Communication Network (SCCN)
- Member Souhegan Fire Mutual Aid Association
- Kids Safety Camp Director Championed a community based coalition to facilitate a summer camp educating 7-8 year old children. Focus of the camp is life saving skills in fire safety, stranger danger, bicycle safety, aquatic safety, health, fitness and first aid.
- Founder Keene Area Fire Chief Created and coordinated bi-monthly meetings with area Fire Chiefs to maintain cooperative relationships and solve common problems.
- Member of International Association of Fire Chiefs.
- Member International Association of Arson Investigators
- New Hampshire Association of Fire Chiefs
- New Hampshire Fire Officers and Instructors Association.
- Member of National Fire Protection Association.
- Member of National Society of Executive Fire Officers

# Mark R. Boynton

27 Pinewood Drive - Amherst, N.H. 03031 (603) 352-8917 boyntonm@comcast.net

# References

	ं सह धोक्याम्	
Donald Deangelis	Peer – Fire Chief	W (603)-679-5446
	Town of Epping	M (603)-568-7452
	Epping, New Hampshire	l ` ´
Mark E. Houghton	Peer - Assistant Chief	W (603)-756-3372
	Walpole Fire Department	M (603)-499-3100
	Walpole, New Hampshire	<b>,</b> , , ,
Mark Delinar	Peer - Fire Chief	W (508)-398-2242
	Dennis Fire Department	M (508)-362-5071
	Dennis, Massachusetts	
Mark Klose	Peer - Deputy Fire Chief	W (603)-472-3219
	Bedford Fire Department	M (603)-396-0270
	Town of Bedford, New Hampshire	
Sean Gaffney	Subordinate - Firefighter	W (603)-672-5608
	Amherst Fire Department	M (978)-846-0702
	Amherst NH 03031	

# RECEIVED

**GREGORY G GAGNON** 

20 Farm Pond Rd. Dracut, MA 01826

Phone: 978-866-5793

Email: aggagnon@comcast.net

DEC 3 1 2013

SELECTMEN'S OFFICE

December 31, 2013

Andrew J. Sheehan, Town Administrator 272 Main St. Townsend, MA 01469

Dear Mr Sheehan,

Enclosed is my resume in response to the need for a Fire Chief within the Townsend Fire Department. I respectfully request to be considered for the position.

I began my career as an on-call Fire Fighter for the Town of Dracut. The on-call department served as a training ground for entry-level Fire Fighters. I received the training and knowledge of fire fighting operations and provided support during such operations. From there, I transitioned to a career Fire Fighter and worked my way through the ranks of Lieutenant then to my current position of Captain. Captain is the shift commander of the department responsible for the daily operations.

While serving in the Coast Guard Reserve, I dealt with all types of environmental and national security situations. This included overseeing contractors for HAZMAT mitigation and remediation of significant fuel spills in Boston Harbor. As a member of an elite security response team, my team and I were responsible for securing safe passage of not only billions of dollars of product but also LNG and fuel oil tankers coming into the harbor. This included utilizing gathered intelligence and acting on that intelligence in regards to foreign nationals.

I am currently enrolled for my Masters Degree in Public Administration and graduated from Rivier University with a Bachelor Degree in Management with a concentration in Accounting. This provides me the knowledge and understanding of the budgetary process and ability to manage personnel and expenses within a budget.

With my educational degrees and experience as a non-commissioned officer of the US Coast Guard and a fire company officer, I have a well-rounded background which is essential to be fire chief. Thank you for giving me the opportunity to apply for the position.

I look forward to your reply. I can be contacted by telephone at 978-866-5793 or by email at the address listed above.

Sincerely,

Gregory G. Gagnon

#### **GREGORY G GAGNON**

20 Farm Pond Rd. Dracut, MA 01826

Phone: 978-866-5793

Email: aggagnon@comcast.net

#### CAREER OBJECTIVE

Obtain challenging position as Fire Chief,

#### **CAREER SUMMARY**

Progressive career in the fire service with strong leadership, problem solving and organizational skills as related to emergency management and emergency preparedness.

## **CERTIFICATIONS AND TRAINING**

Massachusetts and National EMT-Basic

AHA CPR Instructor

Emergency Medical Dispatcher

FEMA NIMS/ICS 100, 200, 300, 400, 700, 701, 702, 703, 704, 800

Firefighter I/II by NFPA standard 1001

Officer I by NFPA standard 1021

Instructor I by NFPA standard 1041

Inspector I/II by NFPA standard 1031, MA FPO-Basic

MA Fire Inspector I

**Public Educator Training** 

Numerous hours of fire related continuing education at the Mass Fire Academy and other institutions

Critical Incident Stress Management

Scott Air-Pak Field Level Maintenance

#### **EXPERIENCE**

Captain  Dracut Fire Department, Dracut,	2009-Present MA
<b>Lieutenant</b> <i>Dracut Fire Department,</i> Dracut,	2003-2009 MA
Firefighter  Dracut Fire Department, Dracut,	1998-2003 MA
Call Firefighter	1997-1998

Dracut Fire Department, Dracut, MA

- Establishes command during fire department operations such as fire, HAZMAT, rescue, and EMS operations
- Perform fire inspections and code enforcement as outlined in CMR 527
- Provides training and ensure training is comprehensive, correct, complete, and tracked
- Maintain and enforce safety guidelines
- Performs administrative duties such as scheduling personnel and outlines responsibilities for the day
- Interacts with community to establish trust and rapport
- Instruct grade school students and members of the community on fire safety

- Developed and taught classes to professional and call members of the fire department as well as newly hired firefighter/dispatchers
- · Received awards for dedication and professionalism
- Researched, surveyed, implemented, and trained personnel on new equipment such as computer software and fire apparatus

#### Marine Science Technician

2005-2013

United States Coast Guard Reserve, Boston, MA

- Boarding Team Member with Sector Boston Vessel Boarding Security Team
- Conduct harbor patrols and apply intel to protection of critical infrastructure
- Secure and inspect incoming deep draft, commercial and recreational vessels
- Inspect facilities and ensure proper security precautions are in place
- Respond to oil and hazardous materials spills, investigate and determine source
- Monitor, track resources and detail expenditures for spill clean-up latest HAZMAT cleanup in harbor was for over 10 thousand gallons of diesel fuel

#### **EDUCATION**

Masters, Public Administration

Anna Maria College, Paxton, MA

2014

Bachelors, Management Rivier University, Nashua, NH

2001

Associates, Criminal Justice

1996

Middlesex Community College, Lowell, MA

#### REFERENCES

Dave Brouillette
Fire Chief Town of Dracut, MA
978-454-2113

James Lovenstein Lieutenant, USCG 603-320-9987

Steve Gregorczyk
Petty Officer, USCG and MA State Police
508-450-2601

## FIRE AND EMS CHIEF

#### **Position Purpose:**

Responsible for overseeing the administration and all functions related to Fire and EMS services provided by the Town of Townsend through the combination of full-time, part-time and paid on-call staff. Responsible for supervision, evaluation, discipline and recommendations for hiring or discharging of all subordinate staff of the department. Represents the department at various meetings including Board meetings; local, county, and state committees; community groups and others. Assures the highest levels of training and safety within the Department and is responsible for all applicable standards and codes. Performs all other related duties as required.

## **Supervision:**

Supervision Scope: Performs highly responsible duties requiring independent judgment and initiative in planning, organizing and directing the work of the fire department and in the enforcement of federal, state and local laws, and town and departmental bylaws.

Supervision Received: Works under the policy direction of the Town Administrator, and in accordance with the applicable provisions of the Massachusetts General Laws.

Supervision Given: Responsible for the supervision and performance of all people within the operating units under his/her direction and control; approximately 3 full-time employees, 3 part-time, and more than 50 call employees.

## Job Environment:

Work is performed primarily in offices, vehicles, and outdoor settings; is performed under variable weather conditions, including temperature extremes; incumbent is exposed to alarms and hazards associated with fighting fires, rescue, hazardous materials, and rendering emergency assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils. Some work is performed in emergency and stressful situations. The Fire Chief is on call at all times to respond to major fires and other emergencies.

Regularly operates motor vehicle; when in the office, operates computer and standard office equipment such as telephone, copier, and facsimile machine; when at a fire or emergency, may be required to operate some or all of the following equipment: light trucks, various power tools, and hand tools, fire and emergency apparatus, radio, and all standard firefighting and rescue equipment and tools.

Has frequent contacts with town, state, and federal officials, other fire departments, the media, insurance companies, and other town departments, requiring excellent customer service and communication skills.

Has access to an extensive amount of highly confidential information such as personnel records, criminal investigations and records, litigation, personal information about citizens, and homeland security information.

Errors can be costly in terms of decreased or less efficient protection to persons and property, confusion and delay, and result in direct financial and legal repercussions to the Town and individuals.

## **Essential Functions**:

(The essential functions, or duties listed below are intended only as illustrations of the various types 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.)

Plans, develops and oversees administrative direction of the Department to ensure safe and efficient operations in carrying out of services. Establishes standards for performance and safety; ensures that an adequate number of qualified personnel are available, trained and properly supervised to fulfill overall responsibilities of the Department.

Oversees and administers Department activities and functions including recruiting full-time, parttime and paid-on-call firefighters and EMS responders to ensure the availability of appropriate trained and qualified staff. Provide staff with the appropriate equipment, supervision, and support to serve the Town at the highest possible level.

Prepares and administers the Department annual budget; monitors budget to ensure adherence to budgetary control; oversees personnel administration function within Department including reviewing time sheets/run sheet, preparation of payroll and auditing payments.

The Fire Chief administers all Fire Department programs including fire prevention, fire suppression, hazardous materials operations, rescue operations, emergency preparedness and management, communications, staff training, and equipment maintenance. Directs the firefighting and emergency operations at all major Town fires and emergency incidents.

Serves as the Assistant Emergency Management Director, Hazardous Waste Coordinator, and Right-to-Know Coordinator.

Pursues and manages grant funds for training, personnel, equipment and vehicles through various donation and grant sources including but not limited to the Federal Department of Homeland Security, State of Massachusetts, NERAC and other state and private agencies.

Supervises, trains and evaluates subordinates; oversees the assignment of members of the force to shifts and daily routines; determines disciplinary action as required; interviews and recommends appointment or promotion of all applications for positions within the fire

department; participates in the collective bargaining process as a management representative. Institutes and revises policies and procedures for the department.

Formulates and reviews policies to ensure that the needs of the community are met. Promulgates and issues general and special orders covering every function of the department. Researches and plans the development of long and short range goals for the department in all areas.

Oversees building(s) and vehicle maintenance; plans and implements vehicle upgrade schedule.

Conducts investigations on the causes of fires in conjunction with local and state law enforcement officers in cases of fire-related criminal activity, such as arson; administers the enforcement of all codes, bylaws, and laws relating to fire prevention and suppression.

Acts as representative of the Fire Department before Board of Selectmen, MEMA, FEMA, and citizen groups; represents the fire department at community, civil, and social events.

Attends professional meetings and conferences for purposes of emergency management planning/homeland security issues, regional discussions, and information gathering and exchange; several of the organizations/agencies involved include: the Massachusetts Association of Fire Chiefs, the International Association of Fire Chiefs, the New England Fire Chiefs Association; Massachusetts Emergency Management Agency; Federal Emergency Management Agency.

Participates in mutual aid with other area municipalities.

Oversees the maintenance of all Department records and statistics.

Oversees the Town's emergency medical services; the Chief ensures adherence to the contract and coordinates emergency medical services with the private provider.

Keeps abreast of developments in the field and technology of firefighting equipment, procedures and emergency preparedness.

Plans, implements and promotes public information programs in fire prevention, emergency preparedness, and safety including speaking at public events, civic groups, and schools.

Reviews and recommends the implementation of new and innovative technology.

Plans for and reviews specifications for new or replacement equipment.

Plans and prepares short and long term Capital Needs Plan for the Fire and EMS department.

Responds to alarms, administers initial emergency response and or service when necessary and directs activities at the scene of emergencies as required.

Responsible for the inspection of buildings and other properties for the fire hazards and enforces local fire prevention ordinances as well as the State Fire code.

Controls the expenditures of departmental appropriations.

Prepares and submits monthly reports to the Board of Selectmen regarding the Department's activities and prepares a variety of other reports as appropriate including the annual report of activities.

Plans departmental operations with respect to equipment, apparatus, and personnel and further supervises the implementation of such plans in accordance with established policies.

Evaluates the need for and recommends the purchase of new equipment and supplies.

Meets with elected or appointed officials, other Fire/EMS officials, community and business representatives and the public on all aspects of the Department's activities.

Researches and presents to the Board of Selectmen possible grant opportunities as they become available to offset costs to the taxpayers and improve departmental operations.

Performs similar or related work as required.

## **Recommended Minimum Qualifications:**

## Education, Training and Experience:

Bachelor's degree from an accredited four-year college in fire protection technology, engineering, business, public administration, or a closely related field; supplemented by completion of Massachusetts Firefighters Academy courses; ten (10) years of experience in Fire and Emergency Medical Service work and five (5) years in a supervisory capacity; or any equivalent combination of education and experience.

## Special Requirements:

Massachusetts driver's license EMT Certification preferred Firefighter II, Fire Officer II, and Fire Inspector I preferred Massachusetts Fire Chiefs Accreditation preferred

## Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of modern firefighting principles, equipment and techniques; thorough knowledge of the Town, fire and emergency risks and other potential emergency exposures; knowledge of various fire department maps. Working knowledge of Massachusetts state laws and regulations pertaining to Fire services. Comprehensive knowledge of the State fire

laws, Town bylaws, building codes, and hazardous materials. Knowledge of Federal and State laws related to homeland security. Knowledge of computer systems and communications equipment applicable to fire departments. Good knowledge of the principles and practices of planning, budgeting, administration, supervision, and coordination of a fire department.

Ability: Ability to quickly and prudently exercise command authority in life-threatening situations, taking into account a wide variety of factors and concerns. A demonstrated ability to formulate goals and objectives and to establish and maintain effective contacts with a variety of groups and organizations in and outside the government. Ability to remain calm, concentrate and perform all responsibilities in a competent manner at all times. Ability to communicate effectively and efficiently verbally and in writing at all times. Ability to delegate responsibility and work well with subordinates. Ability to plan, prepare, and manage a budget and capital expenditure program.

*Skill*: Imagination, innovation and judgment relating to planning and achieving department goals. Financial management skills. Skill in operating above mentioned equipment.

## Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Performance of work may involve standing, walking and sitting for long periods of time. Physical ability required to operate ladder trucks, pumpers, and other emergency vehicles. Ability to use hoses, forcible entry tools, and other equipment. Physical agility is required to access all areas at the scene of the fire. Work involves pushing, climbing, stooping, kneeling, crawling, reaching with hands and arms. May be required to lift/carry equipment or persons weighing more than 100 pounds. May be required to wear protective equipment which weighs up to 50 pounds while climbing a ladder. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)