



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

Sue Lisio, *Chairman*
Andrew J. Sheehan,
Town Administrator

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*
Office (978) 597-1700
Fax (978) 597-1719

SELECTMEN'S MEETING AGENDA
APRIL 22, 2014, 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call
- 1.2 Announce that the meeting is being tape recorded
- 1.3 Chairman's Additions or Deletions:
- 1.4 Approval of meeting minutes: March 18, 2014, April 8, 2014

II APPOINTMENTS AND HEARINGS

- 2.1 7:05 Nashoba Valley Technical High School Committee appointment: Joint meeting of the Board of Selectmen, Town Moderator, and Townsend members of the North Middlesex Regional School Committee to appoint a Townsend representative to the NVTSHS Committee. Votes may be taken.
- 2.2 7:10 FY13 Audit: Eric Demas of Melanson & Heath to present a summary of the FY13 audit. Votes may be taken.

III MEETING BUSINESS

- 3.1 Review and discuss correspondence from the Board of Water Commissioners regarding the Highway/Water Department collective bargaining agreement. Votes may be taken.
- 3.2 Review correspondence from the Fire Station Building Committee regarding the Committee's decision to proceed with a "design-build" approach. Votes may be taken.
- 3.3 Review and approve chapter 90 Project Request in the amount of \$30,000 to retain a firm to prepare a pavement management plan to assist in the development of a multi-year roadway capital improvement plan. Votes may be taken.
- 3.4 Review correspondence in which the Town was awarded \$63,853 under the Pothole & Winter Recovery Program. Votes may be taken.
- 3.5 Review request of Andrew Sheehan, Town Administrator, to apply for admission to the Suffolk University-Massachusetts Municipal Association Certificate in Local Government Leadership & Management. The Board may enter executive session to conduct contract negotiations with the Town Administrator pursuant to G. L. c. 30A, s. 21(a)(2). Votes may be taken.
- 3.6 Continue review and discussion of FY15 operating budget. Votes may be taken.
- 3.7 Review and discuss Town Administrator's FY15 capital budget recommendation. Votes may be taken.
- 3.8 Continue review of May 6 Annual Town Meeting warrant, vote positions on articles, and vote to sign the warrant. Votes may be taken.
- 3.9 Reminder of Earth Day events April 26, 10AM-3PM on the Common. Votes may be taken.
- 3.10 Reminder of Town Election on April 28, 2014. Votes may be taken.
- 3.11 Reminder of Annual Town Meeting on May 6, 2014. Votes may be taken.

- 3.12 Review and discuss draft intermunicipal agreement for shared Town Treasurer services with Ashby. Votes may be taken.
- 3.13 Council on Aging/Senior Center Director: Announcement of resignation of Chris Clish and discussion of next steps in recruiting a successor. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

None

V WORK SESSION

- 5.1 Board of Selectmen updates and reports. Votes may be taken.
- 5.2 Town Administrator updates and reports. Votes may be taken.
- 5.3 Review and sign payroll and bills payable warrants. Votes may be taken.

VI 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.



1. A

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

Sue Lisio, *Chairman*
Andrew J. Sheehan,
Town Administrator

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*

Office (978) 597-1700
Fax (978) 597-1719

SELECTMEN'S MEETING MINUTES
MARCH 18, 2014, 6:30 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Chairman called the meeting to order at 6:30PM and roll call showed Sue Lisio, Chairman (SL); and Colin McNabb, Clerk (CM) present.

6:30 EXECUTIVE SESSION

Executive session under G. L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation: CM moved to enter into executive session under G. L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation and return at 7:00PM to reconvene the Board of Selectmen meeting. SL seconded. CM aye, SL aye. The Board entered into executive session at 6:33PM.

The Chairman reconvened the regular meeting at 7:00PM.

- 1.2 SL announced that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: Addition of 4.4; review request from Fire-EMS Chief Don Klein to appoint Kurtis Triehy as a Call Firefighter with a term from March 18, 2014 to June 30, 2014, deletion of 4.5; review request from the Cultural Council to appoint Jane Jackson to the Cultural Council for a term from March 18, 2014 to June 30, 2016.
- 1.4 Review and approve Meeting Minutes: February 25, 2014 and March 11, 2014. CM moved to approve. SL seconded. Unanimous.

II APPOINTMENTS AND HEARINGS

- 2.1 Sue Funaiole, Town Clerk, to announce the #1 Dog License winner: Jaxie, a cattle dog owned by Vicki Lentine was the winner of the #1 dog tag and blanket. Ms. Funaiole reminded residents that a \$10 late fee is in effect and will be increased to \$25 May first.
- 2.2 Fire-EMS Chief Don Klein to discuss management and operation of the Fire-EMS Department during the transition after he retires, including appointment of an acting Chief: Chief Klein gave a moving summary of the accomplishments that have been made since he became Chief and wished the department and all involved all the best. Since a new chief will not be in place before he leaves, he recommended Deputy Chief David Roy be appointed acting chief and Captain Michael Grimley be charged with running the day-to-day operations of the department. Deputy Chief John Elliott will also be assisting as needed. SL and CM supported Chief Klein's recommendations. CM moved to name Deputy Chief David Roy as acting Fire Chief with Captain Michael Grimley handling day-to-day operations. SL seconded. Unanimous. The Board thanked Chief Klein for his years of service and dedication to the Town.
- 2.3 Recreation Commission, to discuss their request for funding from the general fund budget: Members of the Recreation Commission asked the Board for restoration of funding that was

discontinued about five years ago. Sharon Whittier recalled that at that time the Commission was approached at a Finance Committee meeting to cut their budget and that it was meant to be for two years. Discussion ensued about the costs of payroll and pre-employment physicals for the summer counselors. They requested that their part-time summer employees be taken off the pay matrix and be allowed to forego physicals. There were 18 last year. Mr. Sheehan explained that physicals have historically been required for all new employees and the decision is supported by labor counsel. SL is concerned about the liability for the town and will not waiver from labor counsel recommendation. She recalls that Recreation is self-funded through their revolving account and as such should only fund what they can afford based on what they are bringing in. The charges for last summer's recreation program, their biggest money maker, were: \$400 for a full day five day week, \$255 for 5 half days per week, and \$85 for a 5-day pass. Approximately 160 children participate in the summer program. Ms. Whittier asked the Board to place the \$22,000.00 on the Town Meeting warrant for the townspeople to vote on. This amount would primarily pay the director's salary. CM asked where it is stated that the reduction would only be for two years. Ms. Whittier said it was discussed with the Finance Committee, but they can't find any note to verify it. Mr. Sheehan has also looked through the Selectmen's files and can find no mention of it. He did speak with Greg Barnes, former Town Administrator, who does not have any recollection of it being a temporary change. He pointed out that with the rate they are currently charging a full-day program is approximately \$67/week. Discussion continued about the current balance of \$50,000 in their account, managing their budget, and resources that are lacking with no home base. The Board and Town Administrator offered their assistance in getting the program to break even.

- 2.4 Capital Planning Committee, to review and discuss FY15 capital plan: Present for Capital Planning were Lorna Fred, Roger Rapoza, Carolyn Smart and Colin McNabb. They have posted and were called to order. Ms. Fred gave an overview of the capital plan. Mr. Sheehan suggested that after decades of underinvesting and not having a lot of money to put toward capital projects or any signs of optimism for the future, he and the Town Accountant, Kim Fales, would like to suggest borrowing to fund some capital projects. He has no quarrel with the recommendations of the capital plan, but proposed bundling some together and borrowing \$600-\$800,000. Borrowing is cheap at this point; only a couple of percent and it could be paid for by putting free cash aside to fund debt service. SL asked when he would have actual figures for the Board to which Mr. Sheehan replied that it may take some time, but it is a common approach. CM would like to be strategic because there are some big ticket items coming up. Ms. Fred agreed that it would be a great option.

CM also would like to look into a bylaw change that would protect a project from being blocked by a non-elected, advisory board as happened at the Fall Special Town Meeting. Mr. Sheehan will put together an amendment for Annual Town Meeting.

- 2.5 Board of Health, to discuss additional funding to support expansion of the curbside collection program to include weekly recycling: On behalf of the Board of Health, Carla Walter requested an article be added to the Town Meeting warrant to fund weekly recycling collection. The annual cost would be \$71,000. Discussion was had and the option of putting a non-binding referendum on the election ballot was suggested by Chief Klein. The Board directed Mr. Sheehan to add language for a non-binding referendum to the election ballot.

III MEETING BUSINESS

- 3.1 Review and sign Annual Election Warrant: CM moved to sign the Annual Election Warrant including a non-binding question regarding weekly recycling. SL seconded. Unanimous.
- 3.2 Review and sign acceptance of deed for Witmer parcel at 355 Main Street: Mr. Sheehan reminded the Board that this land was offered to the Conservation Commission by the

- Witmer estate at last year's Town Meeting. It is a donation at no cost to the town and this is the formal approval. The Conservation Commission has approved it. CM moved to sign acceptance of the deed for the Witmer parcel at 355 Main Street. SL seconded. Unanimous.
- 3.3 Review and sign 1 year curbside collection contract with G. W. Shaw & Son: CM moved to sign 1 year curbside collection contract with G. W. Shaw & Son. SL seconded. Unanimous.
 - 3.4 Review and sign collective bargaining agreement with Highway/Water Union: CM moved to sign the agreement with Highway/Water Union. SL seconded. Unanimous.
 - 3.5 Review and approve one day special liquor license for Terri Roy, Townsend VFW Post 6538, for a Jack & Jill Shower on April 5, 2014 from 7-11PM: CM moved to approve. SL seconded. Unanimous.
 - 3.6 Review and approve one day special liquor license for Terri Roy, Townsend VFW Post 6538, for a Wedding Reception on May 17, 2014 from 6-10PM: CM moved to approve. SL seconded. Unanimous.
 - 3.7 Review request from the Cemetery & Parks Commission for a letter of support to apply for a grant to restore the Bernie Blood Monument: CM moved to approve. SL seconded. Unanimous.
 - 3.8 Review request from the Dartmouth Board of Selectmen to send a letter of support to the Legislature to expand the small business tax exemption: Due to the possibility of the change impacting residents neither member of the Board supported this request.
 - 3.9 Review and discuss FY15 operating budget: Mr. Sheehan went over the numbers. SL noted the 5% increase by Nashoba Tech as inconsiderate for any other needs. The general fund budget is approximately \$18.5 million, an overall increase of about \$800,000 of which about \$500,000 is school assessments. CM asked to table this issue as it is likely to change.
 - 3.10 Review and discuss Annual Town Meeting: Town meeting is scheduled for May 6, 2014. Warrant closed March 3rd. Mr. Sheehan explained the breakdown between the Treasurer's office and the Department of Unemployment as largely due to switching to an electronic billing process. The importance of improving IT infrastructure, coordination and communication was discussed. The warrants were reviewed.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Approve the following reappointments to Town Properties Committee for terms from March 1, 2014 to February 28, 2015: Karen Chapman, Laura Shifrin, Kevin Smith, Alice Struthers, Andrea Wood. CM moved to approve. SL seconded. Unanimous.
- 4.2 Reappoint Joseph Mazzola as Veterans' Services Officer for a term from April 1, 2014 to March 31, 2015: CM moved to approve. SL seconded. Unanimous.
- 4.3 Review request from the Conservation Commission to appoint John Hussey to the Conservation Commission for a term from March 18, 2014 to June 30, 2016: CM moved to approve. SL seconded. Unanimous.
- 4.4 Review request from Fire-EMS Chief Don Klein to appoint Kurtis Triehy as a Call Firefighter with a term from March 18, 2014 to June 30, 2014: CM moved to approve. SL seconded. Unanimous.

V WORK SESSION

- 5.1 Board of Selectmen updates and reports: CM expressed the Board's congratulations to the NMRHS hockey team for their State championship victory.
- 5.2 Town Administrator updates and reports: The Highway Department is trying to keep up with the potholes. Their 4-man crew has spread 32 tons of patch this year. The Board and Town Administrator recognized Fire Chief Don Klein for his 44 years on the fire department; 7 as chief.
- 5.3 Review and sign payroll and bills payable warrants: CM moved to sign out of session. SL seconded. Unanimous.

Meeting adjourned at 9:29PM.



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

Sue Lisio, *Chairman*
Andrew J. Sheehan,
Town Administrator

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*
Office (978) 597-1700
Fax (978) 597-1719

SELECTMEN'S MEETING MINUTES
APRIL 8, 2014, 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Chairman called the meeting to order at 7:00PM and roll call showed Sue Lisio, Chairman (SL) and Colin McNabb, Clerk (CM) present.
- 1.2 SL announced that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: SL added VI, 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).
- 3.1 Review referral notice from the Zoning Board of Appeals regarding a Special Permit for Kevin Smith on behalf of George & Hugh McGovern at West Meadow Road, Assessors Map 4, Block 22, Lot 0: SL explained that this is a formality for the Board's information. She confirmed with the Town Administrator that a hearing has been scheduled. The Board thanked the ZBA for the referral.
- 3.2 Review and approve renewal of Junk Dealer's license for MJS Metals: Discussion was had as to the ability of MJS to engage in cash for gold. If they do they will have to abide by the rules set forth by the police department for pawn shops, etc. CM moved to approve the renewal of the Junk Dealer's license for MJS Metals. SL seconded. Unanimous.
- 3.8 Reminder of important upcoming events: SL noted that candidates' night is April 16 at 7PM, Town election is April 28, 7AM-8PM, Annual Town Meeting is May 6, 7PM, and Earth Day is April 26, 10AM-3PM.

II APPOINTMENTS AND HEARINGS

- 2.1 7:05 Review notice of intent to sell land located on Barker Hill Road, shown as Assessors Map 21, Block 1, Lot 2, which land is classified under MGL c. 61B, and consider assigning the right of first to the Commonwealth of Massachusetts, Department of Conservation & Recreation: Mr. Sheehan stated that Massachusetts General Laws C61, 61A and 61B allow the classification of land set aside as forestry, agriculture, or recreation to be taxed at a reduced value. In return the Town receives a right of first refusal if the owner intends to sell it or convert the use. The parcel in question has been in c. 61B for over 20 years. The town has 120 days to exercise its right to purchase the property by meeting the purchase & sale price or assign the right to a non-profit conservation organization or the State. The Mass. Department of Conservation and Recreation (DCR) has expressed interest in receiving the assignment of the land. Christine Barry represented the DCR. Conservation agent Leslie Gabrijska gave an assessment of the parcel adding that the exceptional beauty of this land led the Conservation Commission to strongly endorse protecting it. Discussion continued with input from members of the audience. Brian Mohr, the individual interested in purchasing the land, has spent quite a bit of money on engineering and asked if the Board would consider the option of him retaining 7 acres and selling 12 acres to the DCR. He was thanked for the suggestion and offer, but Ms. Berry said DCR would not be

interested and it would lose a lot of the conservation integrity. SL admitted she is biased toward conservation efforts. This is as close as she can get to buying land for people to picnic on and enjoy. CM understands the cost involved in engineering, etc. but believes this property should be enjoyed by Townsend and the surrounding communities. CM moved to assign the right of first refusal of land located on Barker Hill Road, shown as Assessors Map 21, Block 1, Lot 2, which land is classified under MGL c. 61B to the Commonwealth of Massachusetts, Department of Conservation & Recreation. SL read the 120 Day Waiver In Re Land In Townsend Into the Record. SL seconded. Unanimous.

III MEETING BUSINESS (continued)

- 3.3 Review and approve amendments to Meeting Hall Policy: Mr. Sheehan reminded the Board of the change of the Meeting Hall status and pointed out the differences in the revised policy. In summary, unless it is a library/senior center function or a function conducted during regular hours, it is no longer available to the public. Interested parties can go to either the senior center or the library to schedule an event. Hopefully the venue will be available again in the future. CM moved to adopt the policy as amended. SL seconded. Unanimous.
- 3.4 Review and discuss draft intermunicipal agreement for shared Town Treasurer services with Ashby: Mr. Sheehan explained that this agreement would be similar to the accountant agreement we have with Dunstable. The Town Administrator in Ashby asked to have Kate Stacy remain an employee in Ashby, but Townsend would pay for her time here and apportion of benefits. SL encouraged continuing the conversation.
- 3.5 Discuss implementation of a lock box service to streamline collections: Mr. Sheehan said one recommendation set forth by the DOR review was a lock box service. It is service whereby a bank receives bills and provides payment processing and deposits. It would reduce foot traffic in the building and free up employees to do other things. SL thought it made a lot of sense and asked if it isn't the same thing the DOR recommended for the Water Department. Mr. Sheehan said DOR recommended Water collections be transferred to the Town Hall. Water Superintendent Paul Rafuse got a quote for their collections and would like to either do a lock box or send collections to Town Hall. SL asked that be added to a future agenda and asked what the service would cost. Mr. Sheehan estimates under \$7,000/year plus postage and return envelopes.
- 3.6 Review and discuss Town Administrator's recommended FY15 operating budget: Mr. Sheehan gave an overview of the budget. Highlights included:
- School assessments ate up more than 100% of the proposition 2 ½ increases for the year.
 - Proposing using some free cash to pay off debt; specifically putting it toward the ladder truck which would save \$73,000 from the tax levy.
 - Soliciting quotes for health insurance and will bid on property, casualty and workers' compensation insurance.
 - The importance of investing in MIS, including hardware and software.
 - Facility funds to maintain the infrastructure and keep up building maintenance of buildings.
 - A stand-alone article for road improvements.
 - Capital plan borrowing strategy to pay for many worthy projects.
 - Discussion on budget strategies with regard to salaries in the Town Clerk's office.
 - A 2 ½% increase for stipend employees.
 - The North Middlesex and Nashoba Tech assessments.
- 3.7 Review and discuss Annual Town Meeting and sign Town Meeting warrant: Mr. Sheehan reviewed the warrant. Highlights included:
- #7 – funding for a multipurpose scanner, copier, printer
 - #23 – setting salaries and compensation for elected officials
 - #28 – Nashoba Tech roof project
 - #29 – by law adoption for office hours for certain elected officials

- #30 – amendment to Capital Planning bylaw.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review request from Fire-EMS Captain Michael Grimley to appoint Kathleen Beal, Michael Marchand, and Michael Whittier as On-Call Firefighter Recruits and to appoint Kevin Pena an On-Call Firefighter-EMT with terms from April 8, 2014 to June 30, 2014: CM moved to appoint Kathleen Beal, Michael Marchand, and Michael Whittier as On-Call Firefighter Recruits and to appoint Kevin Pena an On-Call Firefighter-EMT with terms from April 8, 2014 to June 30, 2014. SL seconded. Unanimous.
- 4.2 Review request from Police Chief Erving Marshall to appoint Jessica Fellows as a full time Telecommunicator contingent on a background check, physical and psychological testing, and with a six month probationary period: CM moved to appoint Jessica Fellows as a full time Telecommunicator with the contingencies noted. SL seconded. Unanimous.

V WORK SESSION

- 5.1 Board of Selectmen updates and reports: CM expressed his condolences to the families and colleagues of the firefighters who lost their lives in Boston. SL echoed his sentiments.
- 5.2 Town Administrator updates and reports: None.
- 5.3 Review and sign payroll and bills payable warrants: CM moved to sign out of session. SL seconded. Unanimous.

- VI 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). CM moved to adjourn to Executive Session under G. L. c. 30A, s. 21(a)(2) to discuss strategy in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel and adjourn immediately following. SL seconded. Roll call: CM aye, SL aye. The Board entered into executive session at 9:02PM.

2.1

NOTICE OF VACANCY

**NASHOBA VALLEY TECHNICAL HIGH SCHOOL
DISTRICT COMMITTEE POSITIONS**

April 2, 2014

In accordance with Section 7-10 of the Townsend Charter, Notice is hereby given of the following two (2) vacancies on the NASHOBA VALLEY TECHNICAL HIGH SCHOOL DISTRICT COMMITTEE:

Townsend Representative
Townsend's Alternate Representative.

Job Description and Appointment Criteria are attached.

The term of the Townsend Representative commences upon appointment and expires on March 31, 2017.

The term of the Townsend's Alternate Representative commences upon appointment and expires on March 31, 2017.

Persons who are interested in these positions should obtain and complete a Volunteer Response Form from the Office of the Board of Selectmen and submit the form to the Selectmen by 4:00 PM, on Friday, April 18, 2014.

The Board of Selectmen, the Moderator and Townsend Representatives of the North Middlesex Regional School District comprise the Committee to Appoint Townsend's Representative and Alternate Representative to the Nashoba Valley Technical High School District Committee and the committee will make the appointments to fill the vacancies.

Gene A. Rauhala
Moderator

Posted: April 2, 2014

NASHOBA VALLEY TECHNICAL HIGH SCHOOL
DISTRICT COMMITTEE

Member: The NVTHS District Committee composition is fourteen (14) members with a quorum of nine (9) members comprised as follows: Three Representatives from the Town of Chelmsford, one Representative from the Town of Groton, one Representative from the Town of Littleton, three Representatives from the Town of Pepperell, two Representatives from the Town of Shirley, two Representatives from the Town of Townsend and two Representatives from the Town of Westford.

Each member town shall appoint an alternate member to the Committee for a three-year term.

Appointed by: Appointing Committee consisting of the Moderator, the Board of Selectmen and local school committee members with the Moderator serving as the Chairman of the committee.

Length of Term: Three-year term effective April 1 through March 31

Openings Occur: April 1

Meeting Times: Varied

Purpose: The Committee shall have all the powers and duties conferred and imposed upon school committees by law and imposed upon it by the district agreement, and other such other additional powers and duties as are specified in Sections 16 to 16I, inclusive, of Chapter 71 of the Massachusetts General Laws and any amendments thereof or additions thereto or hereafter enacted, or as may be specified in any other applicable general or special law.

Criteria for membership: Members should:

- ⇒ Be people of competence, goodwill and sound, objective judgment;
- ⇒ Be drawn from new and long-time residents alike;
- ⇒ Be truly interested in the welfare of the town, the school district and all the students alike;
- ⇒ Be sensitive to the long-term as well as the immediate impact of their decisions and recommendations;
- ⇒ Be willing and able to devote the time and energy necessary to fulfill their responsibilities;
- ⇒ Be familiar with the NVTHS district agreement and as amended. A copy is available from the Office of the Town Clerk.

Nashoba Valley

TECHNICAL SCHOOL DISTRICT

100 Littleton Road • Westford, Massachusetts 01886
Telephone: 978.692.4711 • Fax: 978.392.0570 • www.nashobatech.net

Dr. Judith L. Klimkiewicz
Superintendent of Schools

Date: March 21, 2014

MEMORANDUM

To: Mr. Sheldon Chapman
302 Main Street
Townsend, MA 01469

From: Dr. Judith L. Klimkiewicz

RE: Expiration of Term

Attached is a copy of the memorandum sent to the Townsend Town Moderator notifying him/her that your term will expire on March 31, 2014. Copies have been sent to the Selectmen and Local School Committee since both groups comprise the Appointing Committee along with the Moderator as Chairman.

It is recommended, if you are considering reappointment, you send a letter to the Town Moderator apprising him/her of your intention. Copies should also be sent to the Selectmen and Local School Committee.

cc: ✓ Chairman, Board of Selectmen
Chairman, Townsend School Committee

RECEIVED

3.1

APR 14 2014

SELECTMEN'S OFFICE

April 13, 2014

AFSCME Council. #93
Western Office
101 State Street Rm 210
Springfield MA 01103

RE: Contest of Agreement between Council 93, Local 1703 and the Town of Townsend.

Dear Sirs,

By way of background; on March 18, 2014, the Townsend Board of Selectmen and the Union representatives signed the Union Contract for the Highway/Water Department. On March 19, 2104, the Board of Water Commissioners downloaded the agreement from the public web site for review for the first time.

We, the Board of Commissioners are formally contesting the legality and authority granted to the Board of Selectmen in the above referenced agreement by authority granted to said Water Commissioners in Massachusetts General Law Chapter 41, Section 69B; specially "The water commissioners, or the selectmen authorized to act as such, in a town establishing a water supply or water distributing system under authority of section thirty-nine A of chapter forty shall have exclusive charge and control of the water department and water system, subject to all lawful by-laws and to such instructions, rules and regulations as the town may from time to time impose by its vote" and by authority and in accordance with the Acts of 1929.

While the benefits afforded our employees is not in dispute, we the Commissioners who have full control over its revenues by way of an Enterprise Fund created in accordance with Chapter 44, Section 53F1/2 were never consulted nor involved in the negotiation process. We, the Board of Water Commissioners do not feel it is fair to dispute benefits that may or may not have been negotiated in good faith.

With that said; we, the Board of Water Commissioners have never assigned our authority to said Board of Selectmen and are questioning the legality of the contract. Additionally let it be known, we, the Board of Water Commissioners were never consulted or spoken to about any of the process or ground rules, despite repeated attempted to obtain information from the Office of the Board of Selectmen. Without consent, we believe this contract has reassigned the duties as afforded by law to the Board of Water Commissioners over to the Board of Selectmen.

Let it be known that, we, the Board of Water Commissioners were not allowed to read the Memorandum of Agreement until it was publically posted on the public web-site and the same was true of the final agreement.

In understanding this is the Water Department employee's first contract, we realize there maybe confusion on the part of the Union, however, we would like to work cooperatively to resolve these oversights and misunderstandings.

After review of the agreement; the "connective tissue" language used to incorporate Water Department personnel into the Union Contract in many places incorporates the responsibility for Water Department personnel into the hands of the Board of Selectmen without Town vote or authority granted. We, the Board of Water Commissions have developed a list of places where

we feel the wording should be changed.

Please contact us at your earliest convenience, so we can discuss the changes that need to be incorporated into the contract. Thank you for your consideration and we look forward to hearing from you as to what the next step in the process to correct the situation should be. Thank you.

Respectfully submitted by,
FOR THE BOARD OF WATER COMMISSIONERS



Andrea Wood, Clerk

cc: Andrew Sheehan, Town Administrator ✓
Townsend Board of Selectmen
James Blanchard, Union Employee
Ron Eggleston, Union Employee
Paul Rafuse, Water Superintendent
Ed Kukkula, Highway Superintendent
Kopelman & Paige, PC, Town Counsel
Board of Labor Relations, Boston Office
Office of Attorney General Martha Coakley

3.2

Sirs,

Subject: Fire Station Building Committee.

Following the Committee's decision at its last meeting I have been asked to notify you that the Fire Station Building Committee intends to pursue a design-build concept for the fire station building project.

Sincerely,

James A. Normington MA

Distribution List:

The Board of Selectmen

The Capital Planning Committee

Mr A.J. Sheehan, Town Administrator

Mr D. Roy, Fire-EMS Chief (Acting)

MASS HIGHWAY

Chapter 90 Project Request

3.3

Classification:
Primary Road XX
Local Road XX

S00 51002
\$30,000.00

City/Town Townsend
Location(s) All Town roads
Length: _____ Feet Width: _____ Feet

Project Type: Construction _____ Resurfacing _____ Engineering _____
 Equipment _____ Other: XX

TYPICAL SECTION DETAILS: State depths, special treatments, etc., and include sketch for Construction/Improvement Projects.

Surface:
Base Course:
Foundation:
Shoulders/Sidewalks:

SCOPE OF WORK:

Completing a comprehensive town-wide Pavement Management Program which will assist the Town of Townsend in the development of a multi-year roadway Capital Improvement Plan which will provide and prioritize repair strategies and future maintenance of existing town roads

Work to be done: Force Account _____ Advertised Contract _____ Other: XX

Estimated Cost (Attach estimate and list funding sources) \$ 30,000.00

*These funds will pay 100% of Local Road Project costs to the limit of this assignment.

CERTIFICATION

The design, engineering, construction and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering practices and construction methods. I/We certify to the following: that the project is on a public way, and any necessary land takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by the Massachusetts Highway Department or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Prepared and reviewed by: Signed _____ _____ State Aid Engineer - Date
Road Classification Verified _____
Approved for \$ _____ @ 100 % District Highway Director Date

Signed _____

_____ ←

duly authorized

Date: _____

MASS HIGHWAY

Chapter 90 Project Request

Classification:

Primary Road XX
Local Road XX

Chapter 90
INTF00002007
S00 51002
\$30,000.00

City/Town **Townsend**
Location(s) **All Town roads**
Length: _____ Feet

Width: _____ Feet

Project Type: Construction _____ Resurfacing _____ Engineering _____
Equipment _____ Other: XX

TYPICAL SECTION DETAILS: State depths, special treatments, etc., and include sketch for Construction/Improvement Projects.

Surface:

Base Course:

Foundation:

Shoulders/Sidewalks:

SCOPE OF WORK:

Completing a comprehensive town-wide Pavement Management Program which will assist the Town of Townsend in the development of a multi-year roadway Capital Improvement Plan which will provide and prioritize repair strategies and future maintenance of existing town roads

Work to be done: Force Account _____ Advertised Contract _____ Other: XX

Estimated Cost (Attach estimate and list funding sources) \$ 30,000.00

*These funds will pay 100% of Local Road Project costs to the limit of this assignment.

CERTIFICATION

The design, engineering, construction and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering practices and construction methods. I/We certify to the following: that the project is on a public way, and any necessary land takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by the Massachusetts Highway Department or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Prepared and reviewed by:

Signed _____

State Aid Engineer - Date _____

Road Classification Verified _____

Approved for \$ _____ @ 100 %

District Highway Director _____ Date _____

Signed _____

duly authorized

Date: _____

C90PR(2)
Supercedes C90PR(1)



WWW.WORLDTECHENGINEERING.COM

October 29, 2013

Ed Kukkula, Highway Superintendent
Town of Townsend
177 Main Street
Townsend, MA 01469

Re: Town-wide Pavement Management System

Dear Mr. Kukkula:

WorldTech Engineering (WorldTech) is pleased to submit the following Scope of Services and fee for Engineering Services associated with completing a comprehensive town-wide Pavement Management Program, which will assist the Town in the development of a multi-year roadway capital improvement plan (CIP), mapping of roadway condition and repair strategies, and future maintenance of roadway inspection and repair data. The Pavement Management Program will evaluate the current pavement conditions of all Town-accepted roadways in order to provide a tool for the development of a prioritized CIP. The Program will also allow the DPW to interface with the data via ArcMap GIS software.

In general, the intent of this project is to characterize maintenance and rehabilitation deficiencies that would lead to costly reconstruction or replacement if not maintained or repaired in a timely manner. The work will identify and prioritize improvement requirements as they relate to roadway, curbing, and drainage needs. The type of roadway improvements recommended for this project will focus on the preservation of existing pavements through resurfacing, rehabilitation, and preservation maintenance applications in keeping with the goals of the Town.

In order to meet these objectives we propose the following Scope of Services:

Scope of Services

A. Establish Roadway Inventory Database

1. WorldTech will use the MassDOT Road Inventory File (RIF) coupled with GIS data available from the Town to establish the Pavement Management Program Database in Microsoft Access.
2. WorldTech will coordinate with the Town to ensure the list of roadways identified as Town-accepted in the RIF is consistent with the Town's current list of accepted

maintained roadways. According to a review of the RIF, there are approximately 87 centerline miles that are currently maintained by the Town.

3. WorldTech will provide the Town with a report highlighting accepted streets that are not included in the RIF. Since the RIF is used to calculate a percentage of the Chapter 90 funding that is allocated to each municipality, roadway mileage updates are encouraged to ensure that each municipality receives their correct Chapter 90 apportionment. WorldTech will assist the Town in preparing and submitting roadway inventory mileage updates to MassDOT as may be applicable.

B. Field Inspection Program

1. WorldTech will inspect approximately 87 centerline miles of Town-accepted roadway as identified in the MassDOT RIF. Pavement inspections will be completed in the field utilizing a field laptop computer and Microsoft Access database. Applicable attribute data, such as alligator cracking, linear cracking, patching, potholes, utility cuts, etc., identified in the inspection data will be incorporated in to the database by extent and severity for each roadway segment.
2. Attribute data will be used to calculate a Pavement Condition Index (PCI) for each roadway segment based on the procedures outlined in ASTM D6433, *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys*. The PCI is a numerical measure of the pavement's integrity and surface operational condition, ranging from 0 (worst) to 100 (best).
3. WorldTech will work with the Town to establish roadway repair strategies (i.e. Reclamation, Mill and Overlay, Crack Seals) and unit costs using PCI banding to reflect the type and severity of pavement stresses.
4. WorldTech will develop a series of reports and GIS maps representing existing pavement conditions. The maps will be delivered at an appropriate size and scale as requested by the Town.

C. Capital Improvement Planning and Executive Summary

1. WorldTech will work with the Town to develop a multi-year Capital Improvement Program (CIP) including roadway improvement projects consistent with the Town's capital appropriations and priorities. The Proposed CIP will be provided in bound paper format and a series of GIS maps depicting the plan in graphic form.
2. Existing roadway structural conditions and the proposed CIP will be presented to the public in one (1) brief informational session.

D. Database Installation and Training

1. WorldTech will install the pavement management program database and mapping at up to two (2) locations as directed by the Town.
2. WorldTech will conduct up to two (2) training sessions for Town staff, lasting approximately two (2) hours each.

E. Fees

1. The Town will pay WorldTech full compensation for the work as described in the Scope of Services the lump sum amount of **\$29,970.00**.
2. Direct expenses incurred in conjunction with the performance of the work shall include, but are not limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee.

F. Miscellaneous

1. It is understood that all information that the Town has available relative to the project (i.e., existing plans, GIS mapping data, pavement inspection data, etc.) will be provided to WorldTech at no cost so that we may properly review the work.
2. Fees for services as described herein will be paid to WorldTech by the Town as the work progresses, based upon the presentation of a monthly statement for services by WorldTech.
3. Additional Services not otherwise provided herein will be completed by WorldTech at the Town's request in consideration of additional compensation mutually agreed upon.
4. Reimbursable expenses as may be required shall be billed to the Town on a direct expense basis at 1.10 times cost. Reimbursable expenses incurred in conjunction with the performance of the work may include but are not necessarily limited to police details, additional printing costs unless otherwise provided for herein, special equipment, or other additional outside services as may be required and/or requested by the Town. Reimbursable expenses are not included in the lump sum fee. Reimbursable expenses are presently estimated at **\$0.00**.
5. Nothing contained herein shall obligate WorldTech to prepare for, or appear in arbitration or litigation on behalf of the Town, or to undertake additional work on matters not included herein, except in consideration of additional compensation

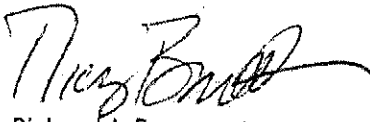
mutually agreed upon.

- 6. Unless otherwise provided for hereinbefore, the attached "General Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this Agreement.
- 7. WorldTech shall furnish three (3) copies of the final report. Additional copies shall be billed to the Town as a reimbursable expense.
- 8. Execution of this letter by a duly authorized official of the Town and the return of one (1) original will be sufficient authorization for WorldTech to proceed immediately with the work involved. One original is also included for the Town's files.

We appreciate this opportunity to be of service to the Town of Townsend. If you have any questions regarding this Agreement, Scope of Services or fees, or require additional information, please do not hesitate to contact me directly.

Sincerely,

WORLDTECH ENGINEERING, LLC



Richard J. Benevento
President

ACCEPTED: TOWN OF TOWNSEND, MA

BY: _____

TITLE: _____

DATE: _____

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS BY PRIOR APPROPRIATION OF FUNDS FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT

By _____

Date _____

Title _____

\$ _____
Amount Certified

Account #

WorldTech Engineering LLC – Standard Terms and Conditions

1. **General:** The following Standard Terms and Conditions, together with the attached Proposal and Standard Fee Schedule constitute the Agreement between WorldTech Engineering, LLC (WorldTech) and the entity or person to whom the proposal is addressed (Client) for the performance of basic or additional services. The Standard Fee Schedule may be omitted for Lump Sum type Agreements.

2. **Standard of Care:** Services provided by WorldTech under this agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession (the generally accepted professional standard care) in the same locale currently practicing under similar circumstances and at the time of the subject services. No warranty, express or implied, is included or intended by this Agreement.

3. **Payments:** Fees for services as described herein will be paid to WorldTech by the Client as the work progresses, based upon the presentation of a monthly statement for services.

Unless otherwise agreed upon, payments are due within thirty days after the rendering of our invoices. Failure of the Client to make payments when due may be cause for suspension of services. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance.

4. **Special Consultants/Subcontractors** are those defined as providing services other than those provided by normal consultants associated with WorldTech.

5. **Insurance:** WorldTech shall obtain and maintain during the performance of this Agreement its standard insurance coverage as follows:

- Professional Liability insurance policy during the performance of this Agreement for negligent acts, errors or omissions arising out of performance of this Agreement in the amount of \$1,000,000.
- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, and general aggregate for bodily injury (including death), which shall include premises, operations, completed operations and contractual liability coverage, and if services include activities below ground surface, then coverage for underground property damage, collapse and explosion hazards.
- Automobile liability coverage in the amount of \$1,000,000, combined single limit for bodily injury (including death) and property damage, including non-owned and hired vehicles.
- Valuable Papers Insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to work covered by this Agreement in the event of loss or destruction until final fee payment is made or all data is turned over to the Client.

WorldTech shall provide Certificates and any renewals substantiating that the required insurance coverage is in effect and will submit said Certificates prior to commencing work associated with this Agreement. WorldTech shall notify the Client should coverage become unavailable.

6. **Indemnification:** WorldTech shall indemnify and hold the Client harmless from and against all damages, loss or expense including reasonable attorney's fees where recoverable by law to the extent caused by the negligence of WorldTech, its employees, or anyone for

whom WorldTech is legally liable in the performance of this Agreement. Nothing contained herein shall obligate WorldTech to prepare for, or appear in arbitration or litigation on behalf of the Client or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.

7. **Electronic Media:** All electronic media shall be the exclusive property of WorldTech unless otherwise stated in WorldTech written agreement. WorldTech may agree to provide materials to Client stored electronically. Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error or human alteration. Accordingly, documents provided to client in electronic media are for informational purposes only and not an end product.

Documents will conform to specifications defined in the scope of services. The documents are submitted to Client for an acceptance period of 30 days. Any defects which Client discovers in that time period shall be reported to WorldTech for correction. WorldTech makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.

The electronic media are instruments of professional service and shall not be used in whole or in part for any other project or extensions on this project other than that for which they were created, without the express written consent of WorldTech and without suitable compensation. Any re-use without written verification or adaptation by WorldTech for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to WorldTech. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify and hold harmless WorldTech from any and against any and all damages, claims and losses of any kind (including defense costs) arising out of or resulting from such unauthorized reuse.

8. **Design Services / Changes to Design:** This contract and associated design fee does not include excessive changes to the working drawings after initial completion or excessive changes during the final design stage. Said changes shall be considered *Additional Services*, and shall be billed on an hourly basis at WorldTech standard billing rates in affect at the time services are performed. When excessive changes occur or are requested by the Client, WorldTech shall notify the Client in writing and request written authorization for Additional Services before proceeding with said services.

Estimates: As WorldTech has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of our firm's experience and judgment as design professionals, but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

9. **Services During Construction:** If WorldTech services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the site, will be to enable WorldTech to better perform the duties and responsibilities assigned to and undertaken by it as a design professional, and to provide the client with a greater degree of confidence that the completed work of contractors will conform generally to the contract documents.

WorldTech shall not, during such visits or as a result of observations of construction, supervise, direct or have control over Contractor's work nor shall WorldTech have authority over, or responsibility for, the

WorldTech Engineering LLC – Standard Terms and Conditions

means, methods, techniques, sequences or procedures of construction selected by the contractors or safety precautions and programs incident to the work of contractors or for any failure of contractors to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors furnishing and performing their work. WorldTech does not guarantee the performance of the construction contract by the contractors and does not assume responsibility for contractors' failure to furnish and perform their work in accordance with the contract documents.

If WorldTech services during construction include shop drawing review, WorldTech will review (or take other appropriate action with respect to) shop drawings, samples and other data which contractors are required to submit, but only for conformance with the design concept of the project and compliance with the design concept of the project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. WorldTech review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

Neither WorldTech's review of Contractor's work for the purposes of recommending payments nor WorldTech's recommendations of any payment (including final payment) will impose on WorldTech's responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work.

It is understood that the contractor, not WorldTech, is responsible for construction of the project and that WorldTech is not responsible for acts or omissions of any contractor, subcontractor or material supplier, for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures, employed by the contractor.

10. Termination: The Client or WorldTech shall have the right to terminate this Agreement for cause or in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon ten (10) days written notice to the party in default and the failure within that time of said party to cure its default. Client agrees to compensate WorldTech for all services performed prior to the effective date of the termination, together with reimbursable expenses including subcontractors, sub-consultants and vendors.

The Client may terminate this Agreement at any time for any reason upon submitting to WorldTech ten (10) days prior written notice of its intention to terminate. Upon receipt of such notice, WorldTech shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Client's termination notice. WorldTech shall promptly notify the Client of costs incurred to the date of termination and the Client shall pay WorldTech all such reasonable and supportable costs incurred to the date of termination.

Upon termination WorldTech shall immediately return to the Client, without limitation, all documents, plans, drawings, tools, correspondence, and items of any nature whatever supplied to WorldTech by the Client or developed by WorldTech in accordance with

this Agreement.

11. Use and Ownership of Documents: It is understood that all information that the Client has available relative to the project (i.e., existing plans, drainage studies, traffic information, etc.) will be made available to WorldTech.

Drawings, estimates, and reports prepared under this Agreement shall become the property of WorldTech.

All documents prepared under this Agreement are confidential and WorldTech agrees that they shall not be made available to any individual or organization without the approval of the Client.

All documents including Drawings and Specifications prepared by WorldTech pursuant to the Agreement are instruments of service with respect to the project and are not intended or represented to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any re-use without written verification or adaptation by WorldTech for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to WorldTech. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify and hold harmless WorldTech from any and against any and all damages, claims and losses of any kind (including defense costs) arising out of or resulting from such unauthorized reuse.

12. Precedence: 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.

13. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the rules and regulations of the Funding Source, as may be applicable.

14. Extent of Agreement: In entering into this Agreement, the Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No verbal warranties, representations, or statements shall be considered as part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between the Client and WorldTech.

This Agreement constitutes the complete and sole agreement between the WorldTech and the Client with respect to the project. This Agreement represents the entire agreement between the Client and WorldTech and supersedes all previous negotiations, proposals, and representations. This Agreement may be amended only by a written amendment signed by both the Client and WorldTech and shall be governed by the laws of the Commonwealth of Massachusetts.

From: "Keegan, Laurence" <keeganl@wseinc.com>
 To: Ed Kukkula <ekukkula@townsend.ma.us>
 CC: "Campbell, Richard" <campbelr@wseinc.com>, "Alcott, Roger" <alcottr@wseinc.com>
 Subject: RE: Townsend Bridge/Culvert
 Thread-Topic: Townsend Bridge/Culvert
 Thread-Index: Ac9FKCc9oEaP0n5tQDGt2dXA06R2uwAAM1nwAr+pvS8AAW2UoA==
 Date: Fri, 4 Apr 2014 17:54:35 +0000
 Accept-Language: en-US
 X-MS-Has-Attach: yes
 X-MS-TNEF-Correlator:
 x-originating-ip: [10.15.85.27]

Ed....looks like spring is finally here. I am putting together a three proposals for Pavement Management, the Culvert Replacement and the Bridge Study. Rick was out sick last week and at a conference this week, so I can give you a price for the Pavement Management of about \$40,500 based on the rough numbers utilized for the Town of Ashby and your 87 miles of road. That includes setting up the model, roadway data collection, Preliminary Reporting and Final Reporting. I can give you a draft of the scope for the culvert replacement project (attached) to follow with the proposed fee early next week and the bridge study scope and fee next week from Rick. Please call with questions and I will scan the final documents next week as they are completed.....Have a great weekend.....Larry

From: Ed Kukkula [mailto:ekukkula@townsend.ma.us]
Sent: Friday, April 04, 2014 1:00 PM
To: Keegan, Laurence
Subject: RE: Townsend Bridge/Culvert

Hi Larry,

Just wondering if you have had a chance to find out about the pavement management quote for me. Thanks.

Ed

At 01:17 PM 3/21/2014, you wrote:

Ed.....as discussed I have attached a copy of the latest Estimate of Probable Construction Cost for the Route 13 project. I misspoke this AM as to the estimated cost. The attached is based on pricing from the MassDOT Average Weighted Bid Prices from August of 2013 and with a 15% contingency the total is estimated to be \$55K. Please call with any questions.....Larry

From: Campbell, Richard
Sent: Friday, March 21, 2014 1:08 PM
To: Ed Kukkula (highway@townsend.ma.us)
Cc: Keegan, Laurence
Subject: Townsend Bridge/Culvert

Ed,

I scanned in the bridge inspection report for your use and will be mailing out the hard copies to you today.

We'll prepare a scope of work and fee proposal for each site, as discussed.

Thanks for taking the time to take us out to each site.

Regards,
Rick

Rick Campbell, PE

Team Leader - Structural

Weston&Sampson®

100 Foxborough Boulevard, Suite 250

Foxborough, MA 02035

978.977.0110 | Ext. 7402

508.838.8337 | Mobile

The contents of this e-mail and any attachments are confidential and the property of the Weston & Sampson companies. The e-mail contents are only to be used by the intended recipient of the e-mail. If you are not the intended recipient then use, disclosure, copying, distribution or reliance on the e-mail is prohibited. All professional advice from us should be obtained in writing (not e-mail).

The contents of this e-mail and any attachments are confidential and the property of the Weston & Sampson companies. The e-mail contents are only to be used by the intended recipient of the e-mail. If you are not the intended recipient then use, disclosure, copying, distribution or reliance on the e-mail is prohibited. All professional advice from us should be obtained in writing (not e-mail).



Townsend Culvert Proposal 4-3-14.docx



March 19, 2014

Ed Kukkula
Highway Superintendent
Town of Townsend
177 Main Street
Townsend, MA 01469

RE: Pavement Management Services (DRAFT – For review and comment only)

Dear Mr. Kukkula:

BETA Group, Inc. (BETA) is pleased to submit this proposal to provide pavement management services to the Town of Townsend. It is our understanding that the Town is seeking to implement a Pavement Management Program (PMP) which will reflect current pavement conditions and provide a tool for developing a prioritized Capital Improvement Plan (CIP). The program is non-proprietary in nature and will be developed in BETA's MS Access based Program. The program also allows the user to interface with the data via GIS Software (ESRI). We have developed the following scope of work and fee for the services required to complete the project.

SCOPE OF WORK

Task 1 – System Configuration

A review of the MassDOT Chapter 90 Apportionment Website currently indicates that the **Town has approximately 87 Town accepted road miles**. The goals of this task are to develop a complete and current road inventory database (including accepted/unaccepted status) and to identify roadways that should be included on the Chapter 90 list.

- BETA will use the MassDOT Chapter 90 Road Inventory File to establish the PMP Database and mapping.
- BETA will compile a draft report which will compare the Chapter 90 data with official street acceptance information provided by the Town, which will be drawn primarily from GIS mapping supplemented by institutional knowledge and limited field investigation.
- BETA will amend the draft report based on feedback and input from the Town, and will provide the Town with a final Roadway Acceptance report highlighting accepted streets that are not currently included in the Chapter 90 Road Inventory File for filing with MassDOT.
- Using existing GIS mapping and working in conjunction with the DPW and applicable utility providers (if necessary); BETA will code existing public utilities (i.e. water, sewer, storm water & gas), traffic volume data and functional classification on accepted roadways.
- This information will be used to assist with the Capital Improvement Plan and prioritization process.

Task 2 – Field Inspection Program and Reporting

All field inspections will be performed in accordance with BETA's MS Access-based Asset Management Program using a tablet laptop. For the purposes of this proposal, it is assumed that all inspections will be performed by a BETA Pavement Inspector and an intern.

- As previously mentioned, it is assumed that **up to 87 centerline miles** of roadways will be inspected.
- Pavement distress data such as alligator cracking, linear cracking, patching, edge cracking, depressions, rutting and potholes will be identified by extent and severity for each paved roadway segment to allow for a Road Surface Rating (RSR) to be calculated. RSR values will range from 0-100 (worst to best).
- As part of this process, BETA will also identify roadway segments on town roadways that have sidewalks. Material type and location will be coded to each respective segment for future use as described below. (Sidewalks located on state routes will be addressed exclusively under Task 2b.)
- BETA will work with the Town to review current roadway repair strategies (i.e. reclamation, mill and overlay, chip seal and crack seal) and current unit costs for each type of treatment.
- BETA will develop a series of reports and GIS maps that represent existing pavement conditions. Backlog reports will also be generated.

Task 3 - Capital Improvement Planning (CIP)

- BETA will develop a Cost Benefit Value (CBV) report which will assist in prioritizing future roadway improvements.
- BETA will develop a CIP which will schedule roadway improvement projects reflecting budgetary allowances (e.g. State grants and other local funding), recommended surface treatments and implementation of planned utility projects.
- BETA will prepare and submit a draft CIP in bound paper format and a series of stand-alone GIS maps that depict the plan in graphic form for review and comment.
- BETA will generate a Final Report and PowerPoint presentation based on comments received.

Task 4 – System Deployment & Support

- BETA will install the PMP database and GIS interface at the DPW and other locations as directed by the Town.
- Once the information is installed, BETA will conduct 2 onsite training sessions.

BETA will provide technical support for a period of 6 months. Technical support will include follow-up site visits and phone support as required.

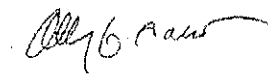
Fee Proposal

The cost to complete the project is estimated to be **\$20,000 to \$25,000** depending upon the final agreed upon scope of work.

Thank you for the opportunity to assist the Town of Townsend with its Asset Management program. If you have any questions or require additional information on this proposal, please feel free to contact myself or Barry Lariviere at (401) 333-2382.

Sincerely,

BETA Group, Inc.



Anthony J. Garro
Vice President



April 14, 2014

Mr. Edward Kukkula, Highway Superintendent
Townsend DPW
177 Main Street
Townsend, MA 01469

**Re: *Townwide Pavement Management Proposal
Townsend, MA***

Dear Mr. Kukkula:

Weston & Sampson is pleased to submit herewith our proposal to provide professional services necessary to assist the Town of Townsend (Town) with the generation of a Pavement Management Program (PMP). We have created a scope of work that will help develop your capability to manage the town's pavement infrastructure and develop a comprehensive Capital Improvement Plan. The following describes our proposed services to complete the project:

Scope of Work:

PMP Database Design

The database will utilize the MassDOT town wide road inventory, which will have the ability to link to the towns Geographic Information System (GIS) now or in the future. Weston & Sampson will meet with the town to establish project goals and deliverables. This meeting will include discussion of system components, reports and software options. This will also provide the opportunity to discuss coordination of the pavement management software and GIS generated mapping. We will also discuss methods to ensure that the most current roadway data is transferred to the system. Road condition ratings will be generated and utilized to provide custom analysis and reports. The ratings will be prepared and stored into a Microsoft Access database, which will be customized to suit the needs of the Town. The database program will allow roadway repairs to be prioritized based on typical roadway management parameters, functional classification, average daily traffic volumes, and distress ratings. The database can also be modified to meet the needs of town Capital Improvement Planning. The system will be generated utilizing Microsoft Access and ArcGIS.

PMP Field Inspection/Data Entry

Weston and Sampson will provide a field crew to evaluate approximately 87 miles of town roadways. We will utilize existing road inventory available through the Town and the Massachusetts Department of Transportation

Massachusetts	Connecticut	Rhode Island	New Hampshire	Maine	Vermont	New York	New Jersey	Pennsylvania	South Carolina	Florida
Peabody (HQ)	Rocky Hill	Coventry	Portsmouth	York	Waterbury	Poughkeepsie	Cinnaminson	Pottstown	Charleston	Fort Myers
Foxborough						Rensselaer	Edison			Sarasota
Woburn										
Bourne										
Chatham										
South Yarmouth										

(MassDOT). Weston and Sampson will work with the town to ensure this list is complete and adjust as needed. The inspection team will document distresses and other parameters such as: longitudinal and transverse cracking; edge cracking; patches/potholes; alligator cracking; differential settlement; and observable drainage issues. We will be documenting these inspections on a field computer, which will allow future access to the inspection report by the town with a simple mouse click on a GIS roadway segment or access database.

We will also review and enter the functional classifications and traffic volumes to the roadway segments. This will be utilized to prioritize roadway improvement projects.

Weston & Sampson will provide quality assurance and quality control through separate field verification of approximately 15% of the road network by experienced pavement management personnel. We will also validate the database entries with visual script routines to flag entry errors.

PMP System Reporting

Weston & Sampson will generate a series of town wide GIS maps to assist in illustrating data in reports or as needed by the town. The inspections will provide a Road Surface Rating (RSR) for each road segment on a scale of 0 to 100, with 0 indicating a surface with exceptionally poor condition.

We will work with the town to establish a systemized priority list and strategy based on the database results and other available information. We will make recommendations for repairs and provide cost considerations to be incorporated in the budgeting process for various improvement projects. These projects will include all current pavement maintenance techniques and will range from crack sealing to full depth reconstruction. The town will have the ability to update the roadway database as improvement projects are completed. The updated roadways will show an improved RSR and reprioritize the street in the priority list.

Weston & Sampson will work with the town in developing a Capital Improvements Plan. This will incorporate available funding sources providing both short and long term plans. We will provide customized reports as needed to meet planning requirements. If desired, we can create a PowerPoint presentation to present the Capital Improvement Plan with tables and figures. Pavement condition mapping illustrating repair strategy will be provided utilizing ArcGIS and the database.

A final report will include conclusions and recommendations for the entire roadway network. The recommendations will include repair strategies, priorities, budget, and a schedule for periodic maintenance for a ten-year period.

PMP System Training

Weston & Sampson will provide on site training to those town employees responsible for maintaining the PMP. For the purpose of this proposal, we have assumed 8 hours for this effort. A user manual will be provided to illustrate the procedures for maintaining the database components as needed.

PMP System Support

Weston & Sampson recommends developing a data maintenance program to ensure that the system has the most current conditions incorporated and provide accurate reports for proper planning. We will provide remote system support for a twelve-month period after installation and training. If additional or on call services are desired a separate agreement could be negotiated.

Fee:

We have prepared the following fee schedule for your consideration. Our schedule is lump sum and broken down in accordance with the basic work efforts described in the Scope of Work. It is our understanding that the Town will utilize Chapter 90 funds to complete this project.

	COST
Pavement Management Program and Setup	\$8,000
Inspection/Data Collection	\$25,665*
Preliminary Reporting/ Capital Improvements Program (CIP)	\$3,000
Final Reporting/Capital Improvements Program (CIP)	\$4,000
Total Fee	\$40,665

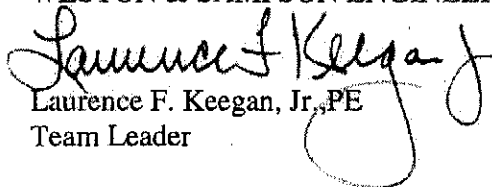
***Based on 87 Miles of Roadway Noted in MassDOT Ch 90 Printout**

Fees for this work shall be billed monthly as they accrue based upon the services performed in accordance with our previous town contracts.

We are available to commence work within one week of acceptance of this proposal. If you have any questions, please contact Don Gallucci or me at (508) 698-3034. We appreciate this opportunity to provide continuing professional assistance to the Town of Townsend.

Very Truly Yours,

WESTON & SAMPSON ENGINEERS, INC.


 Laurence F. Keegan, Jr., PE
 Team Leader

NOTICE TO PROCEED

For: Town of Townsend

By: _____
DATE

z:\ma-foxboro-projects\Townsend\pavement management program\letter of proposal 11-27-13.doc

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated [insert date] is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgement. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not

be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON'S independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this

Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

Approved by:

OWNER Name

Signature Date

Printed Name and Title

Document2

Andy Sheehan

3.4

From: Antonellis, Carly (SEN) <Carly.Antonellis@masenate.gov>
sent: Friday, April 11, 2014 10:21 AM
to: undisclosed-recipients:
Subject: Pothole and Winter Recovery
Attachments: Pothole_Rules_Regulations.docx

Importance: High

Good Morning!

As you've probably heard, MassDOT has recently announced a one-time funding program for pothole and road damage repair caused by this winter's severe weather.

(<http://www.massdot.state.ma.us/highway/main/tabid/1076/ctl/detail/mid/2938/itemid/415/Patrick-Administration-Announces-Pothole-and-Winter-Recovery-Program.aspx>)

The 2014 Pothole and Winter Recovery Program is a \$40 million one-time program that will assist all municipalities and the MassDOT in performing necessary repairs on state and local roadways and facilities.

For your information, I have attached the program rules and regulations. You will be getting a letter and contract from MassDOT explaining the program.

Each city and town in Senator Flanagan's District is listed below with their one-time funding amount, which was based off of the Chapter 90 Formula.

CITY/TOWN	Line Amount
BERLIN	\$ 29,021
BOLTON	\$ 43,329
CLINTON	\$ 49,465
FITCHBURG	\$ 169,369
GARDNER	\$ 90,557
LANCASTER	\$ 46,837
LEOMINSTER	\$ 162,265
LUNENBURG	\$ 63,069
STERLING	\$ 62,718
TOWNSEND	\$ 63,853
WESTMINSTER	\$ 62,944

Please contact me if you have further questions!

Carly

Carly M. Antonellis
District and Communications Director
Office of State Senator Jennifer L. Flanagan
State House Room 208
Boston, MA 02133
617-722-1230

Certificate in Local Government Leadership & Management

3.5



The Massachusetts Municipal Association and Suffolk University's Center for Public Management have collaborated to offer a Certificate in Local Government Leadership & Management. The graduate-level program is designed exclusively for municipal employees interested in furthering their professional career in local government and pursuing a graduate degree.

The MMA and Suffolk University's Moakley Center for Public Management will offer five graduate-level courses during the 2014-2015 academic year. The program builds on the successful programs that ran in the town of Natick in 2011-2012, the town of Reading in 2012-2013, and the towns of Barnstable and Watertown in 2013-2014.

The courses will be taught by Suffolk faculty and will be held on 25 Fridays, from 9 a.m. to 4 p.m., beginning Sept. 12 and ending May 29. Participants should expect six hours of class work each week plus six hours of homework.

Participants will earn a Certificate in Local Government Leadership & Management from the Moakley Center for Public Management. Participants who wish to continue their studies in the MPA program at Suffolk will earn up to 12 graduate credit waivers.

Tuition is \$2,100, and the application deadline is May 15, 2014.



The Certificate in Local Government Leadership & Management program will provide participants with a solid grounding in public management. Certificate program courses are the same curriculum offered at the Boston campus of Suffolk University.

Applicants must be employed in local government and will be judged on their demonstrated interest in continuing to work in public management. Successful applicants will be in or aspire to be in leadership positions in local government. Special consideration will be given to candidates who intend to seek a graduate degree.

Applications require the approval of your community's mayor, town administrator or town manager.

- [Download certificate program application \(47K Word\)](#)
- [Download certificate program brochure \(2.1M PDF\)](#)

Sample Courses

Budgeting and Financial Management

Introduces students to basic financial management concepts as they apply to state and local government and nonprofit organizations.

Administrative Law

Students review the basis for administrative practice. They learn legal interpretation of statutes, regulations, and proposed legislation that impact public administration and public policy representation.

Challenges in Human Resources Management

Explore complex issues in public and nonprofit human resource management (HRM) by examining policies and practices that support and enhance the value and contribution of individuals in these organizations.

Strategic Leadership

Learn how to exercise effective leadership when addressing difficult and interconnected public problems and to expand ways of analyzing and managing individual, institutional, and inter-organizational dynamics.

Administrative Strategies of Local Government

Examine the impact of population growth and shifts on service delivery and be introduced to the new demands and technologies on local management structures.

- [Sample Syllabus: Administrative Strategies of Local Government \(92K PDF\)](#)
- [Sample Syllabus: Strategic Leadership \(223K PDF\)](#)

For more information, contact Paul Bockelman at PBockelman@mma.org.

The Commonwealth of Massachusetts

3.8

MIDDLESEX SS.

To the Constables of the Town of Townsend in the County of Middlesex,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and in Town affairs, to meet at the Memorial Hall, 272 Main Street, on the following date:

TUESDAY, MAY 6, 2014 AT 7:00 PM

for the Annual Town Meeting for then and there to act on the following articles:

APPOINTMENTS AND REPORTS

ARTICLE 1

To see if the Town will vote to authorize the Board of Selectmen to appoint all Town Officers unless other provisions are made by Massachusetts General Law, by Town Charter, or by vote of the Town, or take any other action in relation thereto.

SUBMITTED BY: Town Clerk

ARTICLE 2

To see if the Town will vote to hear reports of any Committees, Boards, Commissions, etc., or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 3

To see if the Town will vote to choose a committee of three (3) West Townsend residents to serve as members of the James H. Tucker Fund in accordance with the bequest, for the sole purpose to keep the curbing, grave stones, and monuments in good order, or take any other action in relation thereto.

SUBMITTED BY: Cemetery & Parks Commission

FINANCIAL – FISCAL YEAR 2014 AND PRIOR

ARTICLE 4

To see if the Town will vote to transfer from available funds in the treasury, the sum of \$_____ for the purpose of offsetting the FY14 Snow and Ice Deficit under the provisions of Massachusetts General Laws, Chapter 44, Section 31D, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 5

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of paying prior fiscal year bills in accordance with the

provisions of Massachusetts General Laws, Chapter 44, Section 64, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 6

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury various sums to supplement the FY14 operating budget, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 7

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of purchasing a new copier/scanner/printer for Town Hall, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 8

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$4,600.00** for the purpose of purchasing and replacing three (3) older model automatic electronic defibrillators (AED's) carried in our front line cruisers, or take any action in relation thereto.

SUBMITTED BY: Police Chief

ARTICLE 9

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$8,100.00** for the purpose of purchasing and replacing the existing Sig Sauer .40 caliber firearms currently carried by the members of the Townsend Police Department, trading in firearms currently carried, or take any action in relation thereto.

SUBMITTED BY: Police Chief

ARTICLE 10

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$5,400.00** for the purpose of refurbishing the existing Sig Sauer .40 caliber firearms currently carried by members of the Townsend Police Department, or take any action in relation thereto.

SUBMITTED BY: Police Chief

ARTICLE 11

To see if the Town will vote to transfer from surplus revenue the amount of \$_____ collected from FY13 Fire Prevention fine receipts pursuant to GL C. 148A, s. 5 to a fund for training for eligible Town personnel, or take any other action in relation thereto.

SUBMITTED BY: Fire Chief

ARTICLE 12

To see if the Town will vote to rescind **\$9,501.00** of the authorized but unissued balance of the **\$200,000.00** borrowing under Article 30 of the Warrant of the Annual Town Meeting held on May 4, 2004, for the purpose of funding septic system repairs under the Massachusetts Water Pollution Abatement Trust (MWPAT), or take any other action in relation thereto.

SUBMITTED BY:

ARTICLE 13

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, the sum of \$ _____ for the purpose of funding road improvements, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 14

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, the sum of **\$5,000.00** for the purpose of supplementing the Conservation Commission's land fund, or take any other action in relation thereto.

SUBMITTED BY: Conservation Commission

ARTICLE 15

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ _____ for the purpose of supplementing the stabilization fund, as allowed under MGL Chapter 40, Section 5B, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 16

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ _____ for the purpose of supplementing the capital stabilization fund, including debt service payments of capital items, as allowed under Massachusetts General Laws, Chapter 40, Section 5B, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

FINANCIAL – FISCAL YEAR 2015

ARTICLE 17

To see if the Town will vote to continue to authorize revolving funds for certain town departments under Massachusetts General Laws, Chapter 44, Section 53E½ for FY2015 beginning July 1, with the specified receipts credited to each fund, the purposes for which each fund may be spent, the amount annual expenditures shall not exceed, and the entity authorized to expend from the fund, as outlined in the following table, or take any other action in relation thereto.

<u>Line</u>	<u>Revolving Fund</u>	<u>Entity Authorized to Spend Fund</u>	<u>Receipts Credited</u>	<u>Spending Purposes</u>	<u>FY Spending Limit</u>
1	Board of Health Revolving Account	Board of Health	Fees from recyclable items	Operating costs for recycling center, landfill, and curbside pick up, and capital needs of the recycling center.	\$ 22,000.00
2	Recreation Revolving Account	Recreation Commission	Fees from recreation programs	Operating costs and capital needs for recreation programs.	\$ 52,000.00
3	Facilities Maintenance Revolving Account	Town Administrator	Fees from rental of the Townsend Meeting Hall	Operating costs and capital needs of the Townsend Meeting Hall	\$ 7,500.00
4	Cemetery Cost of Internment Revolving Account	Cemetery & Park Commissioners	Fees from burials	Operating costs and capital needs of the cemetery department.	\$ 30,000.00
5	Fire Alarm Maintenance Revolving Account	Chief of Fire/EMS Department	Annual fire alarm maintenance fees, connect fees, and fine assessments.	Operating costs and capital needs for the Town's portion of the fire alarm system.	\$ 4,000.00
6	Animal Care Program Revolving Account	Animal Control Officer	Fees and other receipts from pet owners of animals requiring emergency medical treatment while in the care and custody of the Town	Board, care and veterinary expenses associated with animals found abandoned or injured.	\$ 10,000.00

SUBMITTED BY: Board of Selectmen

ARTICLE 18

To see if the Town will vote to appropriate and transfer from receipts reserved for appropriation accounts for FY 2015 beginning July 1, amounts as outlined in the following table, or take any action in relation thereto.

<u>Line</u>	<u>Fund to Transfer From</u>	<u>General Fund Appropriation Made To</u>	<u>Authorized by</u>	<u>Purpose</u>	<u>Amount*</u>
1	Cemetery Sale of Lot Fund	Cemetery Improvement Fund	Cemetery & Parks Commissioners	Supplement operating costs and capital needs of the cemetery department.	\$ _____
2	Comcast Government Access Account	MIS Department Expenses	Board of Selectmen	Supplement funding for operating costs of the MIS department.	\$ _____
3	Title 5 MWPAT Receipts Reserved Account	Debt Service - MWPAT	Treasurer	Supplement funding for repayment of debt owed to the Mass Water Pollution Abatement Trust	\$ _____
4	West Townsend Reading Room Receipts Reserved Account	West Townsend Reading Room Expenses	West Townsend Reading Room Committee	Supplement funding for operating costs of the Reading Room.	\$ _____
5	Ambulance Receipts Reserved Account	Fire/EMS Department Expenses	Chief of Fire/EMS Department	Supplement funding for operating costs of Emergency Medical Services.	\$ _____

* Amounts voted under this article will appear as reductions to requested appropriations within the detailed budget for FY14 Town operations.

SUBMITTED BY: Board of Selectmen

ARTICLE 19

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$4,000.00** for the purpose of funding the Assessors' FY15 periodic Inspections and Property Data Verification Program as mandated by the Massachusetts Department of Revenue, Bureau of Local Assessments, or take any other action in relation thereto.

SUBMITTED BY: Board of Assessors

ARTICLE 20

To see if the Town will vote to transfer from the capital stabilization fund the amount of \$_____ for the purpose of paying the FY15 debt service to the North Middlesex Regional School District for the Town's assessment for the Spaulding Memorial School Roof Replacement Project and the Hawthorne Brook Middle School Septic Replacement Project, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 21

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, such sums that may be necessary to defray the charges and expenses of the Town for Fiscal Year 2015 pursuant to a detailed budget totaling \$_____, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 22

To see if the Town will vote to appropriate the sum of \$_____ to operate the Water Department for Fiscal Year 2015 and that \$_____ of this sum come from Water Enterprise Fund revenues and, in order to fund the cost of inter-municipal expenses, that \$_____ of this sum be appropriated in the general fund and funded from enterprise revenues, or take any other action in relation thereto.

SUBMITTED BY: Water Department

ARTICLE 23

To see if the Town will vote to fix the salaries and compensation of all elected Officers of the Town as provided by M.G.L. Chapter 41, Section 108, as amended, and as appropriated in this warrant, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 24

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$71,000.00** to fund weekly collection of recyclable household materials, such appropriation to be contingent on the passage of an override pursuant to proposition two-and-one-half, so called, or take any other action in relation thereto.

SUBMITTED BY: Board of Health

ARTICLE 25

To see if the Town will vote to appropriate **\$11,313,000.00** for the purpose of acquiring a certain parcel of land by gift, purchase, or eminent domain said land being a portion of Assessors Map 18, Block 65, Lot 0 as shown on a sketch plan on file in the office of the Town Clerk; and designing and building a new central fire headquarters to replace the buildings at 460 Main Street, 8 Elm Street, 13 Elm Street, and 272R Main Street, and as funding therefore to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow said sum and issue bonds and notes therefore, or take any other action in relation thereto.

SUBMITTED BY: Fire Station Building Committee and Fire Chief

ARTICLE 26

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, such sums that may be necessary to fund capital improvements and/or capital equipment for Fiscal Year 2015 pursuant to a detailed budget to be presented to the Town Meeting, totaling \$ _____, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen and Capital Planning Committee

ARTICLE 27

To see if the Town will approve the sum **\$2,802,362 (TWO MILLION EIGHT HUNDRED TWO THOUSAND THREE HUNDRED SIXTY TWO DOLLARS)** borrowing authorized by the Nashoba Valley Technical School District, for the purpose of paying costs of the Accelerated Roof Repair Project at the Nashoba Valley Technical High School, located at 100 Littleton Road, Westford Massachusetts, including the payment of all costs incidental or related thereto (the "Project"), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the Nashoba Valley Technical School Committee. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-two and twenty-six hundredths (52.26%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA. The amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA.

SUBMITTED BY: Nashoba Valley Technical High School Committee

BYLAWS AND ADOPTIONS

ARTICLE 28

To see if the Town will vote to accept Massachusetts General Laws Chapter 41, Section 110A, "Any public office in any city or town may remain closed on any or all Saturdays as may be determined from time to time, in a city by the city council, subject to the provisions of the city charter, or, in a town, by vote of the town at a special or regular town meeting, and the provisions of Section 9 of Chapter 4 shall apply in the case of such closing of any such office on any Saturday to the same extent as if such Saturday were a legal holiday, or take any other action in relation thereto.

SUBMITTED BY: Town Clerk

ARTICLE 29

To see if the Town will vote to amend the second paragraph of Section E of 14-1 Capital Planning Committee by inserting the underlined language:

No appropriation shall be voted for a capital improvement requested by a department, board or commission unless the proposed capital improvement is considered in the Committee's report or determined by the Board of Selectmen, upon recommendation of the Town Administrator, to be of an emergency nature or to be of compelling need. Or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ACQUISITION AND/OR DISPOSITION OF REAL PROPERTY

ARTICLE 30

To see if the Town will vote to transfer the care, custody, management and control of a parcel of land from the Treasurer, held for the purpose of sale at auction as tax title land, to the Board of Selectmen for purposes of conveyance, and to authorize the Board of Selectmen to convey said parcel to the Commonwealth of Massachusetts, Division of Fisheries & Wildlife, on such terms and conditions, and for such consideration as the Board of Selectmen shall determine, said parcel of land known as the Clement Property, located off South Row Road and Emery Road, identified by the Assessors as Map 25, Block 3, Lot 0, and being the same premises as described in an instrument of taking recorded at the Middlesex South District Registry of Deeds at Book 62754, Page 252, said land to be used for open space for the benefit of the public in perpetuity pursuant to Article 97, or take any other action in relation thereto.

SUBMITTED BY: Conservation Commission

ARTICLE 31

To see if the Town will vote to transfer the care, custody, management and control of two parcels of land from the Conservation Commission to the Board of Selectmen for purposes of conveyance, and to authorize the Board of Selectmen to convey said parcels to the Commonwealth of Massachusetts, Division of Fisheries & Wildlife, on such terms and conditions, and for such consideration as the Board of Selectmen shall determine, said parcels of land located on Haynes Road in Townsend, Middlesex County, Massachusetts, and shown as Open Space Area "A" and Open Space Area "B", respectively, on a plan of land entitled "Locke Estates, Townsend, Mass., Prepared for Gerald and Joan Croteau," dated May 25, 1999, amended March 21, 2000, prepared by Ducharme & Wheeler, Inc., Bolton, MA, as described in a deed recorded with the Middlesex South District Registry of Deeds in Book 53439, Page 134 and identified by the Assessors as Map 44, Block 4, Lots 0 and 11, respectively, said properties to be used for open space for the benefit of the public in perpetuity pursuant to Article 97 of the Amendments to the Massachusetts Constitution, and to authorize the Board of Selectmen to petition the Massachusetts General Court for approval of the conveyance of the properties described herein, under said Article 97, and to authorize the Board of Selectmen to file Article 97 legislation with the General Court, or take any other action in relation thereto.

SUBMITTED BY: Conservation Commission

And you are directed to serve this Warrant, by posting up attested copies thereof at **MEMORIAL HALL, 272 MAIN STREET** at the Center, **WEST TOWNSEND FIRE STATION, 460 MAIN STREET** in West Townsend, **POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET,** and **HARBOR CHURCH, 80 MAIN STREET** in said Town, at least **SEVEN (7)** days before the time of holding said meeting.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting, as aforesaid.

Given under our hands this ____ day of _____ in the year **Two Thousand-Fourteen**.

SELECTMEN OF TOWNSEND

Sue Lisio, Chairman

Colin McNabb, Clerk

A true copy. ATTEST:

CONSTABLE

MIDDLESEX, SS.

PURSUANT TO THE WITHIN WARRANT, I have notified and warned the inhabitants of the Town of TOWNSEND by posting up attested copies of the same at: MEMORIAL HALL, 272 MAIN STREET AT THE CENTER, WEST TOWNSEND FIRE STATION, 460 MAIN STREET IN WEST TOWNSEND, POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, and HARBOR CHURCH, 80 MAIN STREET, AT LEAST **SEVEN (7) DAYS** BEFORE THE DATE OF THE MEETING, AS WITHIN DIRECTED.

Constable of **TOWNSEND**

SIGNATURE

LOCATION	TIME	MONTH	DAY	YEAR
MEMORIAL HALL	_____	_____	_____	_____
WEST TOWNSEND FIRE STATION	_____	_____	_____	_____
NORTH MIDDLESEX REGIONAL HIGH SCHOOL	_____	_____	_____	_____
POLICE/COMMUNICATIONS CENTER	_____	_____	_____	_____
HARBOR CHURCH	_____	_____	_____	_____

EARTH DAY EVENTS

Join us April 26, 2014

10am- 3pm

Rain Date: April 27th 12-4pm

Visit www.townsend.ma.us & Townsend Earth Day on Facebook

At the Townsend Common:

Guest appearance - CanaIigator from the Lowell Spinners (12:30-2 pm)

... at the Gazebo

10:00-10:30
10:30-11:00
11:00-11:30
11:30-12:00
12:00-12:30
12:30- 1:00

Route 2 Revolution-band
Howard Brink-vocalist with guitar
Deborahanne Mayer-country singer
Kate Nelson-Zumba with audience
Shane's Anti bullying Program-No Bully Zone dance team
Second Wind Band

...on the Green

11:30-12:00 Pure Energy All Star Cheer Team and
Gymnastics

12:45- 1:00 Nicole of Buddha Belly Hoops-hula hoop
demonstration

1:00-2:00 **Animal Adventures-animal presentation**

2:00-2:30 United Native American Drumming Group-
drumming circle

1:00- 1:30 Michael Longrider & Lester Greenwood -flutists

1:30- 2:00 Mike Meehan- vocalist with acoustic guitar

2:20- 2:30 Judy Lorimer-African dance

2:30- 3:00 Paige Zacharakis- vocalist and acoustic guitar

Visit

Animal Adventures 1-2 pm *Funded by the Townsend Recycling Committee*

Food-Games-Animals-Vendors-Music and lots of FUN

3.9

Bring to the Common:

Returnable bottles/cans



Textiles

Clean and dry

Stuffed Animals,
Sheets, Clothes, Towels
...

Electronics



Used Writing Implements P

✓ Pens
✓ Markers
✓ crayons

Facebook Townsend Earth Day

BACK PARKING LOT of the TOWNSEND TOWN COMMON APRIL 26th, 2014 10-2:30 pm



TEXTILE COMPETITION

Townsend Recycling Committee offering a friendly competition.

What? All types of clothing, footwear and household textiles plus handbags and stuffed animals

How & Where? Bring to the town common

The three winners will receive a cash prize

Elementary schools – winning classroom

Middle schools – winning grade

For the High School – winning grade

1 point for grocery bag, 2 points for kitchen

Bag and 4 points per black bag

What happens to my donation? Items are sorted reused or recycled

Electronics

Recycling For A Cause To benefit Destination ImagiNation

Recycling For A Fee

Household items (stove, refrigerator, freezer, washer, dryer, dishwasher, water heaters) \$15.

TV under 27”-\$15, TV over 27”-\$20, Projection TV-\$30, Wood Console TV-\$25,

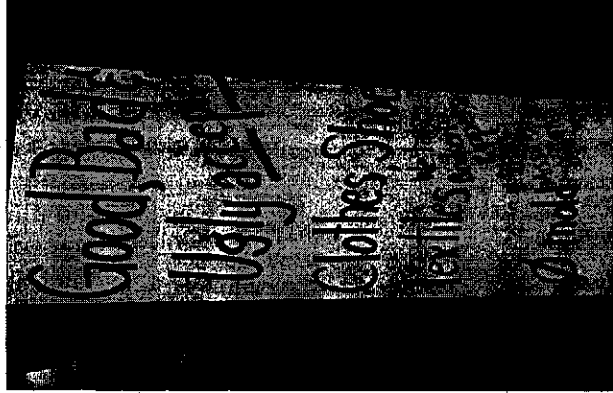
Laptops-\$5, Computer monitors-\$10, CPU boxes-\$5, Keyboard-\$2, Printer-\$2,

Microwave-\$10, Barbeque grill (no propane tanks)-\$5, Metal Desks-\$5,

Metal poles (less than 8 ft. long)-\$2, Toasters-\$1, Irons-\$1, Hairdryers-\$1,

Fax/copy machine \$2, Speakers-\$2/pair, Video systems-\$2 (camera/video/audio equipment)-\$3 each

Cell phones, plugs, mice, wires, drives, cards, servers, video games, metal pots)- fill a bucket for \$3.00



3.12

INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF TOWNSEND
AND
THE TOWN OF ASHBY

Re: Shared Town Treasurer Services

This Intermunicipal Agreement (this "Agreement") is made and entered into as of this ___ day of _____, 2014, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A as amended, by and between the **Town of Townsend** ("Townsend"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, with an address of Memorial Hall, Upper Level, 272 Main Street, Townsend, Massachusetts 01469, and the **Town of Ashby** ("Ashby"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, with an address of 895 Main Street, Ashby, MA 01431.

Recitals

WHEREAS, Ashby employs a Town Treasurer who performs the duties of a Town Treasurer in Massachusetts; and

WHEREAS, Townsend is in need of a Town Treasurer; and

WHEREAS, Townsend has requested of Ashby to share the services of the Town Treasurer; and

WHEREAS, Ashby is amenable to sharing the services of the Town Treasurer; and

WHEREAS, Ashby and Townsend are each duly authorized to enter into this Agreement by votes of the respective Boards of Selectmen, in accordance with G.L. c. 40, §4A.

NOW THEREFORE, in consideration of _____ paid by Townsend to Ashby and the promises and mutual benefits to be derived by the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreements

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.
2. Employment. The Town Treasurer is and will remain an employee of the Town of Ashby. All compensation and benefits will be processed through Ashby's payroll and benefits systems.

3. Townsend's Rights. Townsend hereby agrees to make monthly payments to Ashby, which payment will compensate Ashby for the hours the Town Treasurer devotes to Townsend plus a pro rata share of the benefits the Town Treasurer is entitled to as a full time employee in Ashby. An itemized invoice for services will be issued by Ashby to Townsend by the 5th of each month. Townsend agrees to issue payment to Ashby not later than the last day of the invoiced month.

4. Term. This Agreement shall commence on _____, 2014 and terminate on _____, _____ (the "Term"), unless sooner terminated in accordance with the provisions of Section 6 below. The Parties may extend this agreement for additional terms up to three (3) years each, in the same manner as this Agreement was initially adopted.

5. Scheduling. Ashby and Townsend agree to work cooperatively to ensure the interests of each town are satisfied without detriment to the other. Townsend shall have the right to use the services of the Town Treasurer fifty-two and two-tenths (52.2) weeks per year. At the start of the term of this Agreement the Town Treasurer shall normally work in Ashby on _____ and shall normally work in Townsend on _____. The Towns agree to allow the above noted days and times to change subject to the needs of the Town Treasurer and the Towns, by mutual satisfaction.

6. Withdrawal/Termination. Ashby or Townsend may withdraw or terminate this Agreement at any time by a vote of its respective Board of Selectmen. Either Town may terminate this Agreement if the other has breached any material term hereof and the same has not been remedied within ninety (90) days after receipt of notice from the other Town specifying such breach. Upon any termination of this Agreement, neither party shall be entitled to a return of any funds expended pursuant to this Agreement.

7. Subject to Annual Appropriation. All financial obligations of the parties shall at all times be subject to annual municipal appropriation.

8. Assignment: No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

9. Amendments: This Agreement shall not be modified or amended except by a written document executed by the Board of Selectmen for the Town of Ashby or the Board of Selectmen for the Town of Townsend.

10. Notices: 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 herein 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.

11. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

12. 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.

13. 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. Notwithstanding the foregoing, this Agreement shall be subject to the terms and provisions of the District Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

TOWN OF ASHBY,
By its Board of Selectmen

TOWN OF TOWNSEND,
By its Board of Selectmen
