



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

Colin McNabb, *Chairman*
Andrew J. Sheehan,
Town Administrator

Carolyn Smart, *Vice-Chairman*

Gordon Clark, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

AGENDA
MAY 26, 2015, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call.
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions:
- 1.5 Town Administrator updates and reports. Votes may be taken.
- 1.6 Board of Selectmen announcements, updates, and reports. Votes may be taken.
- 1.7 Meeting minutes:
 - Vote to approve Open Session minutes of March 24, 2015, April 21, 2015, and May 5, 2015
 - Vote to release Executive Session minutes of March 24, 2015, March 31, 2015, April 7, 2015, and April 14, 2015

II APPOINTMENTS AND HEARINGS

- 2.1 6:10PM Historic District Commission: Eino Kauppi of the Historic District Commission will be present to discuss the historic districts. Votes may be taken.

III MEETING BUSINESS

- 3.1 Complaints against employees: continuation of discussion regarding complaints brought by Selectman Carolyn Smart against Town employees. The Board may enter Executive Session pursuant to GL c. 30A, s. 21(a)(1) to discuss complaints brought against public officers, employees, staff members, or individuals. Votes may be taken.
- 3.2 Review and approve request from Town Administrator Andrew Sheehan to be reimbursed for up to eight (8) unused vacation days. Votes may be taken.
- 3.3 Review and approve permit fee for a Public Regional High School. Votes may be taken.
- 3.4 Review and sign Agreements for Backup Paramedic Intercept Services with the towns of Ashby and Pepperell. Votes may be taken.
- 3.5 Discuss Dept. of Revenue fiscal health review. Votes may be taken.
- 3.6 Review and approve one day special liquor license for Terri Roy, VFW Post 6538 for a Graduation Party from 7-11PM on June 11, 2015. Votes may be taken.
- 3.7

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

None

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. Votes may be taken.



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1.7

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

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*
Office (978) 597-1701
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MINUTES
MARCH 24, 2015, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 6:03PM the chairman called the meeting to order. Roll call showed chairman Sue Lisio (SL), vice chairman Colin McNabb (CM), and clerk Carolyn Smart (CS) present.
- 1.2 The Board observed the Pledge of Allegiance.
- 1.3 ~~Announce that the meeting is being tape recorded.~~
- 1.4 Chairman's Additions or Deletions: None

EXECUTIVE SESSION

Executive Session: pursuant to GL c. 30A, s. 21(a)(1) to discuss complaints brought against public officers, employees, staff members, or individuals. At 6:03PM CS moved to enter executive session pursuant to GL c. 30A, s. 21(a)(1) to discuss complaints brought against public officers, employees, staff members, or individuals and to adjourn from executive session without returning to open session. CM seconded. CS aye, CM aye, SL aye.



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MINUTES
APRIL 21, 2015, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 6:04PM the Chairman called the meeting to order. Roll call showed Sue Lisio, Chairman (SL), and Colin McNabb, Vice Chairman (CM) present. Carolyn Smart, Clerk (CS) was not in attendance.
- 1.2 Pledge of Allegiance observed.
- 1.3 SL announced that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions: None
- 1.5 Town Administrator updates and reports:
 - Town Administrator, Andrew Sheehan (AS), issued a reminder that the Annual Town Election would be held on Monday April 27, 2015 at Town Hall from 8AM-8PM.
 - Town Meeting will be Tuesday May 5, 2015 at North Middlesex Regional High School at 7PM.
- 1.6 Board of Selectmen announcements, updates, and reports:
 - CM repeated the reminder regarding the Annual Election and Town Meeting, as well as a reminder that there is still time to get absentee ballots for residents who will be out of town during those hours.
 - Fines for dog licenses begin on Friday May 1, 2015. The fine is \$25.00 plus a late fee of \$10.00, plus the cost of the license.
 - CM offered his condolences to the family of Ruth Mackey.
- 1.7 Approval of meeting minutes: March 19, 2015
CM moved to approve meeting minutes from March 19, 2015. SL seconded. Unanimous.

II APPOINTMENTS AND HEARINGS

- 2.1 6:15 Pavement Management Plan. BETA Engineering will present the Pavement Management Plan. Barry Larivier, BETA Group Senior Project Analysis, (BL), presented a Power Point presentation with an overview of the pavement maintenance plan. The pavement management plan provides a blue print for the town to prioritize its pavement and road improvement projects in the upcoming years. The plan is updateable and can be adjusted accordingly as things change and progress.
- 2.2 Highway Superintendent Ed Kukkula will be present to discuss the mailbox policy. Ed Kukkula, Highway Superintendent, (EK), reported that the Highway Department does not intentionally hit mailboxes or damage other property, however incidents do occur given the variables when plowing snow. The weight of the snow is usually the culprit. EK also said that some towns have a budget to replace mailboxes and posts up to a certain amount. Currently, Townsend has no funds in the budget to replace mailboxes. Determining fault also becomes an issue. The Board decided to bring this to Town Meeting in the fall.

III MEETING BUSINESS

- 3.2 Review and approve Winter Recovery Assistance Program (WRAP) funding request from Highway Superintendent Ed Kukkula in the amount of \$63,853 to reclaim 1,710 feet of Pierce Road. CM moved to approve Winter Recovery Assistance Program (WRAP) funding request from Highway Superintendent Ed Kukkula in the amount of \$63,853 to reclaim 1,710 feet of Pierce Road. SL seconded. Unanimous.
- 3.3 Review and approve Chapter 90 funding request from Highway Superintendent Ed Kukkula in the amount of \$133,177 to reclaim 3,570 feet of Pierce Road. CM moved to approve Chapter 90 funding request from Highway Superintendent Ed Kukkula in the amount of \$133,177 to reclaim 3,570 feet of Pierce Road. SL seconded. Unanimous.
- 3.1 Report on complaints brought against public officers, employees, staff members, or individuals. SL read a prepared statement and CM read the results of the investigation report. The investigation found that the allegations made by Selectman Carolyn Smart against several employees were unfounded. CM said that he asked Town Counsel how much this investigation cost the Town and the bill is nearly \$6,000.00. CM moved to approve and sign the final report titled "Findings: Employee Complaints Submitted by Carolyn Smart" declaring that these complaints be finally resolved and a closed matter. SL seconded. Unanimous. AS read a brief prepared statement.
- 3.4 Continue review and discussion of the May 5, 2015 Annual Town Meeting Warrant. AS is still working on the motions based on the conversation from last week's meeting. Discussed articles 26 and 27 regarding the West Townsend Fire Station funding. The Board decided it will be presented without the debt exclusion. Discussed solid waste budget as well.
- 3.5 Continue review and discussion of the FY16 operating budget. Discussed a few minor changes and adjustments to the budget.
- 3.6 Continue review and discussion of the FY16 capital budget. No changes from last meeting. CM reported that there will be a capital planning committee to review capital budget on Thursday April 23, 2015.
- 3.7 Review and approve one day special liquor license for Terri Roy, VFW Post 6538 for a 30th Birthday Party on May 16, 2015 from 8PM-12AM. CM moved to approve one day special liquor license for Terri Roy, VFW Post 6538 for a 30th Birthday Party on May 16, 2015 from 8PM-12AM. SL seconded. Unanimous.
- 3.8 Review and approve one day special liquor license for Terri Roy, VFW Post 6538 for a Retirement Party on June 6, 2015 from 7-11PM. Votes may be taken. CM moved to approve one day special liquor license for Terri Roy, VFW Post 6538 for a Retirement Party on June 6, 2015 from 7-11PM. SL seconded. Unanimous.
- 3.9 Review and approve one day special liquor license for Terri Roy, VFW Post 6538 for a College Graduation on June 13, 2015 from 7-11AM. CM moved to approve one day special liquor license for Terri Roy, VFW Post 6538 for a College Graduation on June 13, 2015 from 7-11PM. SL seconded. Unanimous.
- 3.10 Review and approve change order for the Water Department. Paul Rafuse, Water Department Supervisor, (PR) explained what the change. CM moved to approve the change order for the Water Department in the amount of \$1922.59. SL seconded. Unanimous.
- 3.11 Executive Session pursuant to GL c. 30A, s. 21(a)(2) related to contract negotiations with the Town Administrator. Item tabled to next meeting

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review request of the Planning Board to appoint Perry Tomasetti as their representative to the Town Properties Committee. CM moved to approve the request of the Planning Board to appoint Perry Tomasetti as their representative to the Town Properties Committee. SL seconded. Unanimous

- 4.2 Review request of the Conservation Commission to appoint Christine Vitale as their representative to the Town Properties Committee. CM moved to approve the request of the Conservation Commission to appoint Christine Vitale as their representative to the Town Properties Committee. SL seconded. Unanimous.
- 4.3 Review and approve special municipal employee designations for the Alternate Wiring Inspector, Alternate Gas Inspector, and Alternate Plumbing Inspector. CM moved to approve special municipal employee designations for the Alternate Wiring Inspector, Alternate Gas Inspector, and Alternate Plumbing Inspector. SL seconded. Unanimous.

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. CM moved to review and sign payroll and bills payable warrants outside of session. SL seconded. Unanimous

CM moved to adjourn at 7:37PM. SL seconded. Unanimous.

Note: documents used or referenced during the meeting are available at http://www.townsend.ma.us/Pages/TownsendMA_BOSAgenda/ or in the Selectmen's Office.



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Andrew J. Sheehan,
Town Administrator

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Fax (978) 597-1719

MINUTES
MAY 5, 2015, 5:30 P.M.
NORTH MIDDLESEX REGIONAL HIGH SCHOOL
19 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 5:31PM, the Vice Chairman called the meeting to order. Roll call showed Colin McNabb, Vice Chairman (CM), Carolyn Smart, Clerk (CS), and Gordon Clark, Member (GC) present.
- 1.2 Pledge of Allegiance observed
- 1.3 CM announced that the meeting is not being tape recorded.
- 1.4 Chairman's Additions or Deletions: None
- 1.5 Town Administrator updates and reports:
Town Administrator, Andrew Sheehan (AS) reported about the air quality tests to take place in the Annex Building; AS will discuss testing with Mark Mercurio, Facilities Supervisor. AS will also check with Nashoba Board of Health for free testing options.
- 1.6 Board of Selectmen announcements, updates, and reports:
CS requested two items be added to the next agenda:
 - discussion of the investigation that determined allegations of wrongdoing were unfounded
 - Department of Revenue fiscal health assessment.CM discussed the meeting schedule. All agreed on Tuesday, May 12, 2015 at 5:30PM and Tuesday, May 26, 2015 at 6:00PM.
- 1.7 Approval of meeting minutes: March 31, 2015, April 7, 2015, April 14, 2015. CS moved to approve the meeting minutes March 31, 2015, April 7, 2015, and April 14, 2015. GC seconded. Unanimous.

II APPOINTMENTS AND HEARINGS

None

III MEETING BUSINESS

- 3.1 Elect Board of Selectmen chairman, vice chairman, and clerk and make liaison assignments for the coming year.
CS moved to elect Colin McNabb as Chairman and public safety representative. GC seconded.
Unanimous
GC moved to elect Carolyn Smart as Vice Chairman and public works representative. CM seconded.
Unanimous.
CS moved to elect Gordon Clark as Clerk and general government representative. CM seconded.
Unanimous.
- 3.2 Review and approve request of Mark Boynton to be reimbursed for two weeks of unused vacation leave. CS asked why this request was occurring now and not the end of F15, AS said that Fire-EMS Chief Mark Boynton's (MB) contract ends May 18. CS moved to approve the request of Fire-EMS Chief

Mark Boynton to be reimbursed for two weeks of unused vacation leave in the amount of \$3,167.00. GC seconded. Unanimous.

- 3.3 Review correspondence from Building Commissioner Richard Hanks to amend the building permit fee schedule to establish a building permit fee for a Public Safety Building in the amount of \$4,000. AS explained that the permit fees were in relation to the new Fire Station. CS moved to set the building permit fee for a Public Safety Building in the amount of \$4,000. GC seconded. Unanimous.
- 3.4 Discuss and assign motions for the May 5, 2015 Annual Town Meeting. Motions for the May 5, 2015 Annual Town Meeting were assigned.
- 3.5 Review and approve Application for Permit to Cross, Alter and/or Construct Within a Town Way for Unutil to install a gas services at 20 Worcester Road. CS moved to approve Application for Permit to Cross, Alter and/or Construct Within a Town Way for Unutil to install a gas services at 20 Worcester Road contingent on Unutil repairing gas work site on corner of Harbor Trace and Warren Road. CM seconded. Unanimous.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review request of Fire-EMS Chief Mark Boynton to appoint Eric Modica as Assistant EMS Coordinator at the rank of Lieutenant for a term of May 5, 2015 to June 30, 2015. CS moved to approve the request of Fire-EMS Chief Mark Boynton to appoint Eric Modica as Assistant EMS Coordinator at the rank of Lieutenant for a term of May 5, 2015 to June 30, 2015. CM seconded. Unanimous.
- 4.2 Review request of Christopher M. Beausoleil to be appointed as a Constable with a term from May 5, 2015 to June 30, 2017. CS moved to table item 4.2 pending additional information. GC seconded. Unanimous

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. CS moved to review and sign payroll and bills payable warrants outside of session. GC seconded. Unanimous.

CS moved to adjourn at 6:10PM and reconvene at Town Meeting. GC seconded. Unanimous.

Note: documents used or referenced during the meeting are available at http://www.townsend.ma.us/Pages/TownsendMA_BOSAgenda/ or in the Selectmen's Office.

2.1

Chapter 54

HISTORIC DISTRICTS

§ 54-1. Title; authority.

§ 54-2. Purpose.

§ 54-3. Establishment of districts.

§ 54-4. Membership of Historic District Commission.

§ 54-5. Buildings and architectural features not subject to review.

§ 54-6. Severability.

§ 54-7. Statutory powers of historical commissions.

[HISTORY: Adopted by the Annual Town Meeting of the Town of Townsend 4-28-1975 by Art. 46. Amendments noted where applicable.]

§ 54-1. Title; authority.

This by-law shall be known and may be cited as the Townsend Historical District By-law and is adopted pursuant to Chapter 40C of the General Laws of the Commonwealth of Massachusetts as amended.

§ 54-2. Purpose.

The purpose of this by-law is to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of buildings and places significant in the history of the Town of Townsend or their architecture, and through the maintenance and improvement of settings for such buildings and places and the encouragement of design compatible therewith.

§ 54-3. Establishment of districts.

There is hereby established under the provisions of Chapter 40C of the General Laws, historic districts to be known as:

- A. Townsend Historic District I; which district shall include generally the Town Common Area in Townsend Center. Referring to map of proposed Historic District I, starting at the intersection of Route 119 and 13, going northerly on route 13, properties 64 and 58, thence easterly on Highland Street properties 2 and 3, thence southerly on Brookline Street properties 9, 10, 11, 12 and 13 to Route 119, thence westerly on Route 119 properties 19, 20, 21, 22 and 23 to the point of beginning, and including Memorial Hall as indicated on the map of the Historic District as Parcel #34. **[Amended 4-24-1978 ATM by Arts. 20 and 21]**
- B. Historic District II; which district shall include an area of Townsend Harbor at the intersection of Main Street, Spaulding Street and South Street, referring to the map of the

1. Editor's Note: At the Special Town Meeting on 9-8-1998, under Art. 15, the Town voted to include the former bank building and the land therewith, now known as the Town Hall Annex, 274 Main Street, as part of Historic District I.

proposed Historic District II beginning at said intersection going easterly on Main Street, properties 1, 3 and 4; going southerly on South Street, properties 5, 6, 7A, 8, 9, 10, 11 and 12; going westerly on Main Street properties 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22; and going northerly on Spaulding Street property 23. [Added 4-24-1978 ATM by Art. 22]

- C. Historic District III; West Townsend, which includes, starting north on Canal Street, as far as the meeting of Dudley and Mason Road; east as far as 402 Main Street; and west as far as 484 Main Street; and south as far as 4 Elm Street West on the easterly side, and 1 Elm Street West on the westerly side. [Added 4-27-1983 ATM by Art. 46]

§ 54-4. Membership of Historic District Commission. [Amended 11-18-2008 STM by Art. 11]

There is hereby established an Historic District Commission under the provisions of the Historic District Act, General Laws, Chapter 40C, consisting of seven members appointed by the Board of Selectmen, including one member, where possible, from two nominees submitted by the Townsend Historical Society or the Society for the Preservation of New England Antiquities; one member, where possible, from two nominees of the Massachusetts state chapter of the American Institute of Architects; and one member, where possible, from two nominees of the Board of Realtors covering Townsend. One or more shall, where possible, be a resident of an historic district established in Townsend pursuant to the Historic Districts Act. When the Commission is first established, two members shall be appointed for a term of one year; two members shall be appointed for a term of two years, and their successors shall be appointed in like manner for terms of three years. The Board of Selectmen may also appoint two alternate members to the Commission for a term of three years. The alternates need not be from nominees of organizations entitled to nominate members. In case of the absence or inability to act on the part of a member of the Commission, his or her place shall be taken by an alternate member designated by the Chairman.

§ 54-5. Buildings and architectural features not subject to review.

The authority of the Commission shall not extend to the review of the following categories of buildings or structures or exterior architectural features in the Townsend historic districts:

- A. Terraces, walks, driveways, sidewalks and similar structures, or any one or more of them, provided that any such structure is substantially at grade level.
- B. Storm doors and windows, screens, window air conditioners, lighting fixtures, antennae and similar appurtenances, or any one or more of them.
- C. The color of paint.
- D. The color of materials used on roofs.
- E. The reconstruction substantially similar in exterior design of a building, structure or exterior architectural feature damaged or destroyed by fire, storm or other disaster provided such reconstruction is begun within one year thereafter and carried forward with due diligence.

§ 54-6. Severability.

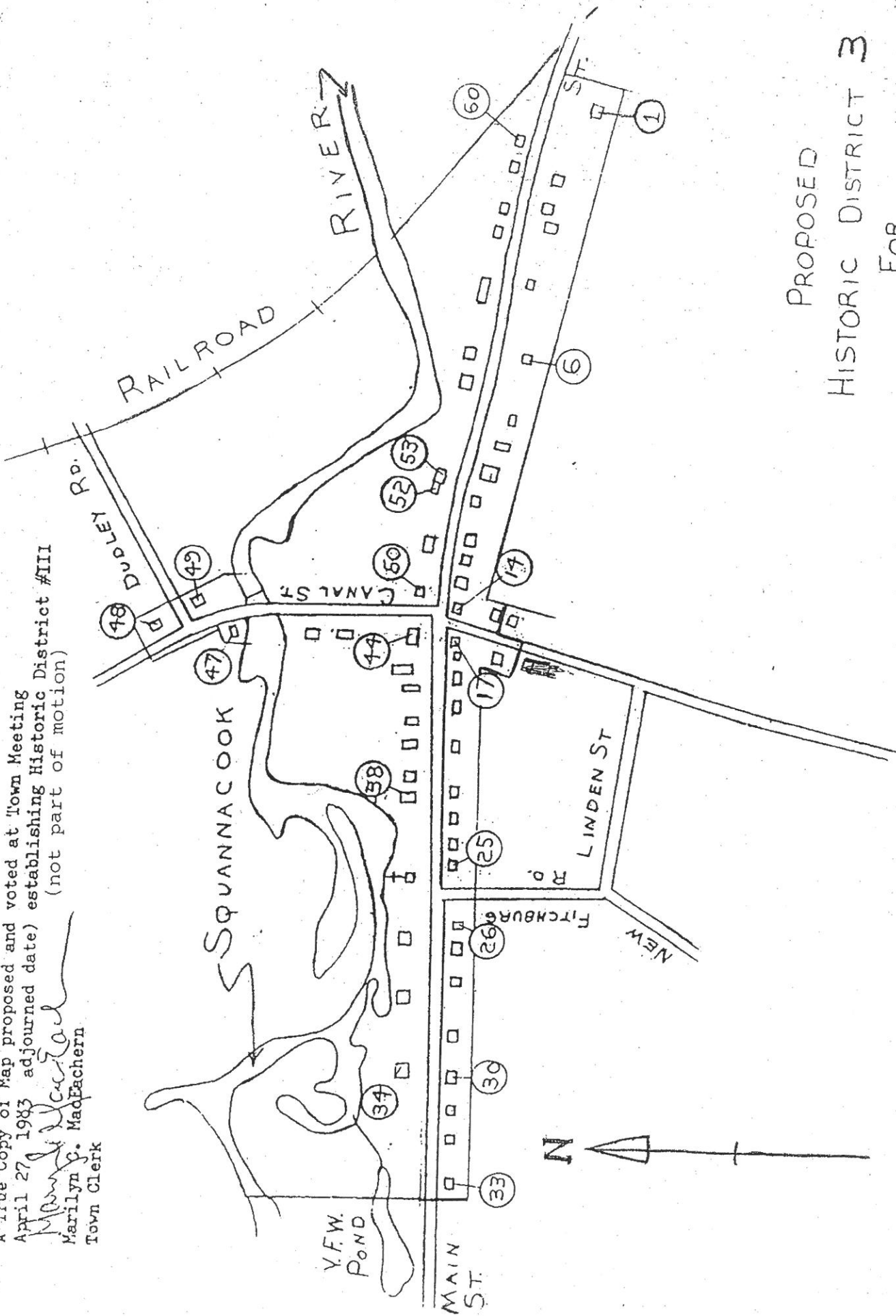
In case any section, paragraph or part of this bylaw be for any reason declared invalid or unconstitutional by any court of competent jurisdiction, every other section, paragraph or part shall continue in full force and effect.

§ 54-7. Statutory powers of historical commissions.

If the Town Meeting so votes, a commission established hereunder, shall have the powers and duties of an historical commission as provided in MGL c. 40C, § 8D and, in this event, a commission may be entitled an historical commission.

A True Copy of Map proposed and voted at Town Meeting
 April 27, 1983 adjourned date) establishing Historic District #III
 (not part of motion)

Marilyn G. MacEachern
 Marilyn G. MacEachern
 Town Clerk



PROPOSED
 HISTORIC DISTRICT 3
 FOR
 TOWN OF TOWNSEND
Actual 1983 1980

SCALE 1"=450'

Findings – Employee Complaints Submitted by Carolyn Smart

Town Counsel Brian Riley submitted to the chairman of the Board of Selectmen several complaints he received from Selectman Carolyn Smart, regarding employees in the Water Department as well as the Animal Control Officer (ACO) and the Town Administrator. The complaints are attached to these findings.

The Board conducted an initial review of said complaints in executive session on March 24, 2015; Selectman Smart recused herself from these proceedings as well as all future executive sessions. Notices had been sent in accordance with the Open Meeting Law to Town Administrator Andrew Sheehan, Water Superintendent Paul Rafuse, Water Department Office Administrator Brenda Boudreau and ACO Mary Letourneau, each of whom was in attendance; Ms. Boudreau was also supported by union representative Jan-Michael DiMaio. The Board heard responses to Sel. Smart's complaints from Mr. Rafuse, Ms. Boudreau and Ms. Letourneau and asked questions of said employees. The Board also asked questions of the Town Administrator regarding the complaints. At the conclusion of said hearing, the Board of Selectmen voted that there was no evidence of wrongdoing, illegal or unethical conduct regarding the Town Administrator. While the Board of Selectmen similarly found no evidence of wrongdoing on the part of Mr. Rafuse or Ms. Boudreau, the Board voted to refer the complaints to the Board of Water Commissioners for hearing and requested a report within two weeks regarding complaints numbered 1, 2, 4 and 6. The Board determined that no action was needed regarding complaints 3 and 5. While the Board of Selectmen similarly found no evidence of wrongdoing on the part of Ms. Letourneau, the Board voted to refer the complaint to Chief of Police Erving Marshall and requested a report within two weeks.

The Board of Water Commissioners met in executive session on Friday, April 3, 2015, and then met in joint executive session with the Board of Selectmen on April 7, 2015. On April 7, the Board of Water Commissioners voted 2-1 to submit a written report, dated April 3, 2015, to the Board of Selectmen in response to the complaints. The report offered explanations and information in response to complaints numbered 1, 2, 4 and 6. Following discussion, the Board of Selectmen voted to accept this report in resolution of these complaints and that no further action was necessary or desirable.

The Board of Selectmen conducted a further executive session on April 14, 2015, which was attended by Ms. Letourneau and Chief Marshall. Chief Marshall stated that he had received Sel. Smart's complaints in November 2014 and had followed up with Ms. Letourneau, changing some practices but finding no cause for any disciplinary action. After discussion, the Board voted to accept Chief Marshall's written report dated April 7, 2014 in resolution of the complaints against Ms. Letourneau.

The Board of Selectmen (members Lisio and McNabb) has therefore determined that no further action is required in response to these complaints. Based on the Board's own information, testimony of the subject employees, and reports and information from the heads of the Water Department and Police Department, the Board finds that the facts alleged in the complaints were either inaccurate or involved issues or policies that were

revised months before the complaints were submitted to Town Counsel. Even where such policies or practices were revised, the Board concludes that none of the allegations involved actions of the employees that were illegal, unethical or inappropriate, and that in any event no further action is called for at this time.

The Board of Selectmen therefore considers these complaints to be finally resolved and a closed matter.

Sue Lesie
Comptroller

519757

1/21/15



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April 22, 2015

Atty. Brian Riley
Kopelman and Paige, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

RE: Employee Complaints Submitted by Carolyn Smart

Dear Atty. Riley:

At its meeting of April 21, 2015, the Townsend Board of Selectmen voted to adopt the attached findings with respect to complaints filed by Carolyn Smart against certain employees or public officials. Members of the Board of Selectmen present and voting were Sue Lisio and Colin McNabb; Selectmen Carolyn Smart was absent from the meeting.

Chairman Sue Lisio read a statement and vice chairman Colin McNabb read the findings into the record. The motion to adopt the findings was made by Colin McNabb and seconded by Sue Lisio. The motion passed unanimously (2-0).

Very truly yours,

Andrew J. Sheehan
Town Administrator



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3.2

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Gordon Clark, *Clerk*
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MEMORANDUM

TO: Board of Selectmen
FROM: Andrew J. Sheehan, Town Administrator
DATE: May 20, 2015
SUBJ.: Vacation Reimbursement

In accordance with section 9 of my contract, I hereby request that the Board of Selectmen reimburse me for unused vacation leave. With planned vacation leave I expect to have a balance of eight vacation days.

Thank you in advance for your consideration.



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3.3


Colin McNabb, *Chairman*
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MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

DATE: May 20, 2015

SUBJ.: Building Permit Fee
North Middlesex Regional High School

The Board asked me to draft an amendment to the Building Department's Fee Schedule to include a category for the new North Middlesex Regional High School. I have discussed this with Building Commissioner Richard Hanks and offer the following. We feel this will be sufficient to allow the Building Department to assess the School Building Committee only what is necessary to cover its actual inspection costs.

Regional Public High School: The normal permit fees are waived and in its place is hereby adopted a fee that is intended to compensate the Town for plan review, inspections, expenses, and administrative services related to the project. An initial fee in the amount of \$75,000 shall be payable at the time of initial permit application. The Town shall periodically assess such additional fees as are sufficient to offset the cost of Building, Electrical, Gas, and Plumbing inspections.

3.4

AGREEMENT FOR BACKUP PARAMEDIC INTERCEPT SERVICES

Between the Town of Townsend

dba

Townsend Fire-EMS Department

and

Town of Ashby

This agreement for Paramedic Intercept Services is entered into between the Town of Townsend, acting through the Townsend Fire-EMS Department (hereinafter referred to as "Townsend Fire-EMS Department"), and the Town of Ashby (hereinafter referred to as "Transport Agency").

Recitals

Townsend Fire-EMS Department is licensed as a provider of advanced life support (ALS Services) that employs certified paramedics to provide such services.

1. Transport Agency is a provider of basic or intermediate life support ambulance services (EMT-B or EMT-I).
2. From time to time, Transport Agency, or an agency that dispatches emergency medical services for and on behalf of the Transport Agency, will request that the Townsend Fire-EMS Department provide paramedic intercept services, as defined below, to augment the EMT-B or EMT-I services rendered by the Transport Agency.
3. The Transport Agency desires that the Townsend Fire-EMS Department perform, and the Townsend Fire-EMS Department is willing to perform, paramedic intercept services pursuant to the terms and conditions of this agreement.

AGREEMENT

1. Paramedic Intercept Services

Upon request, subject to availability of its resources and other terms and conditions of this Agreement, "Paramedic Services" or "Paramedic Intercept Services" as referred to herein shall consist of delivering a paramedic to the scene of an incident or to a reasonable rendezvous point, and the rendering, by such paramedic, of such Advance

Life Support services as the paramedic may deem necessary or appropriate, subject to the applicable "medical control." The Transport Agency recognizes that the Townsend Fire-EMS Department cannot guarantee immediate response to requests in every instance, and that nothing in this Agreement binds the Townsend Fire-EMS Department to do so. Townsend Fire-EMS Department does agree, however, that it will, in accordance with the terms of this Agreement, respond to the Transport Agency's request for assistance with reasonable diligence, and consistent with the manner by which its responds to requests for similar service from others.

2. Services Rendered and Costs

- A. Townsend Fire-EMS Department shall bill the Transport Agency for all Paramedic Intercept Services wherein the paramedic renders care and accompanies the patient to the hospital for a flat fee of two-hundred and seventy five dollars (\$275), or in cases where the patient is assessed or treated but the paramedic does not render care during transport a fee of One-hundred and thirty-seven dollars and fifty cents (\$137.50). Payment will be made by the Transport Agency to the Townsend Fire-EMS Department within Ninety (90) days.
- B. Transport Agency may bill any and all insurance companies or patients covered thereby for ALS Services rendered by Townsend Fire-EMS Department in accordance with all applicable local, state and federal rules and regulations and the rules of the applicable Medicare Program. The Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of claims. The Townsend Fire-EMS Department shall provide Transport Agency such information and paperwork as is reasonable and customary for these purposes. Except to the extent that any incorrect billing to a Medicare Program is caused by the fault of Townsend Fire-EMS Department, the Townsend Fire-EMS Department shall have no responsibility or liability to Transport Agency or any Medicare Program or Medicare Program Patient arising from claims submitted by Transport Agency to the Medicare Program, and Transport Agency agrees to indemnify and hold Townsend Fire-EMS Department harmless from and against any and all costs and expenses, including reasonable attorney's fees arising there from.

3. Limitation of Liability and Indemnification

- A. Townsend Fire-EMS Department obligations hereunder shall be subject to the availability of qualified paramedic personnel, supplies and transportation, as

determined by the Townsend Fire-EMS Department in its reasonable judgment in light of other actual and anticipated needs for its services. In the event the Townsend Fire-EMS Department determines that it lacks qualified paramedic personnel or transportation to deliver such personnel to the scene of an incident or lacks supplies or other resources required for Paramedic Services requested by Transport Agency at any time during the term of this Agreement, it shall have no responsibility or liability to the Transport Agency, the patient or any third party, other than the responsibility to promptly notify the Transport Agency of Townsend Fire-EMS Departments' inability to respond to its request for such services. The Transport Agency shall ensure that it has access to alternative Paramedic Services in the event Townsend Fire-EMS Department is unable to respond to a service request.

- B. In accordance with and subject to G.L. c. 40, § 4A, and to the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other from and against any and all third-party claims, demands, liabilities, actions, causes of actions, costs and expenses to the extent such claims, demands etc. are caused by such Party's negligence or willful misconduct.

4. Insurance

At all times during the term of this agreement each Party shall maintain general and professional liability insurance coverage provided by companies licensed to do business in the Commonwealth of Massachusetts in the minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate, providing coverage for the negligent acts or omissions for such Party and its employees and agents.

5. Term and Termination

- A. The initial term of this agreement shall be two years(s), commencing as of the effective date. Effective will commence on the date all parties involved have both signed this agreement. Thereafter, this Agreement shall automatically renew for subsequent one-year periods unless terminated as set forth below.
- B. This agreement may be terminated by any Party without cause and for any reason upon sixty (60) days written notice.
- C. This Agreement may also be terminated by any Party for cause in the event of material breach by the other Party and failure to cure such breach within ten (10) days of written notice specifying such breach.

- D. This Agreement may also be terminated immediately upon notice by either Party upon the occurrence of any of the following to the other Party.
1. Loss of its license of Medicare or Medicaid certification.
 2. Material diminution or loss of the insurance required.
 3. Filing or a voluntary petition in bankruptcy or assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.
- E. In the event of termination of this agreement, Townsend Fire-EMS Department shall have no further obligation to provide Paramedic Services.

6. No Influence on Referrals

It is not the intent of either Party to this agreement that any remuneration, benefit or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either Party or patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this agreement. Any payments specified in this agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

7. Miscellaneous Provisions

- A. It is mutually agreed that Townsend Fire-EMS Department is and at all times shall be acting as an independent contractor. Transport Agency shall neither have nor exercise any control or direction over the methods by which Townsend Fire-EMS Department and its employees shall perform their duties arising hereunder.
- B. All notices, requests, demands or other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed.

If to:
Townsend Fire-EMS Department
P.O. Box 530
13 Elm Street
Townsend, MA 01469

If to:
Ashby Fire Department
1093 Main Street
Ashby, MA 01431

Any Party may change their address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

- C. This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- D. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the Party or Parties making such amendment.
- E. Nothing in this agreement shall be construed to confer upon any person, any right, remedy or claim as third-party beneficiaries or otherwise.
- F. No waiver of any breach or any provision of this agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligation or acts.
- G. Neither Party may assign, in whole or in part, this agreement or any rights hereunder, nor may they delegate, in whole or in part, any of the duties to be performed hereunder without the prior written consent of the other Party.
- H. Each individual executing this agreement on behalf of any entity, which is a party to this agreement, represents and warrants that he or she is duly authorized to execute and deliver this agreement on behalf of said entity. This agreement may be signed in counterparts.
- I. All laws or regulations applicable to this Agreement or the services contemplated herein shall be deemed incorporated in this Agreement by reference, and in the event of any conflict between such laws or regulations and the provisions of this Agreement, the laws and regulations shall control.

- J. Nothing in this Agreement is intended to waive any of the Parties' rights, defenses and immunities under G.L. c. 258, all of which rights, defenses and immunities are hereby reserved.
- K. The Parties understand and agree that, in performing under this Agreement and furnishing any Paramedic Services, the Town is not engaging in private, business or for-profit activities, and that the amounts charged for such services under this Agreement are a reasonable estimate of the costs incurred by the Town in rendering such services.
- L. In accordance with G.L. c. 40, § 4A, the Parties shall, upon request, share such financial information as reasonably necessary and appropriate to verify services performed and payments made for same; maintain accurate and comprehensive records of the services performed, costs incurred, and reimbursements and contributions received, if any.

(Signatures Follows this Page)

Town of Townsend
By its Board of Selectmen

Town of Ashby
By its Board of Selectmen

Joseph H. Dukett

Mike McCallum

AGREEMENT FOR BACKUP PARAMEDIC INTERCEPT SERVICES

Between the Town of Townsend

dba

Townsend Fire-EMS Department

and

Town of Pepperell

This agreement for Paramedic Intercept Services is entered into between the Town of Townsend, acting through the Townsend Fire-EMS Department (hereinafter referred to as "Townsend Fire-EMS Department"), and the Town of Pepperell (hereinafter referred to as "Transport Agency").

Recitals

Townsend Fire-EMS Department is licensed as a provider of advanced life support (ALS Services) that employs certified paramedics to provide such services.

1. Transport Agency is a provider of basic or intermediate life support ambulance services (EMT-B or EMT-I).
2. From time to time, Transport Agency, or an agency that dispatches emergency medical services for and on behalf of the Transport Agency, will request that the Townsend Fire-EMS Department provide paramedic intercept services, as defined below, to augment the EMT-B or EMT-I services rendered by the Transport Agency.
3. The Transport Agency desires that the Townsend Fire-EMS Department perform, and the Townsend Fire-EMS Department is willing to perform, paramedic intercept services pursuant to the terms and conditions of this agreement.

AGREEMENT

1. Paramedic Intercept Services

Upon request, subject to availability of its resources and other terms and conditions of this Agreement, "Paramedic Services" or "Paramedic Intercept Services" as referred to herein shall consist of delivering a paramedic to the scene of an incident or to a reasonable rendezvous point, and the rendering, by such paramedic, of such Advance

Life Support services as the paramedic may deem necessary or appropriate, subject to the applicable "medical control." The Transport Agency recognizes that the Townsend Fire-EMS Department cannot guarantee immediate response to requests in every instance, and that nothing in this Agreement binds the Townsend Fire-EMS Department to do so. Townsend Fire-EMS Department does agree, however, that it will, in accordance with the terms of this Agreement, respond to the Transport Agency's request for assistance with reasonable diligence, and consistent with the manner by which its responds to requests for similar service from others.

2. Services Rendered and Costs

- A. Townsend Fire-EMS Department shall bill the Transport Agency for all Paramedic Intercept Services wherein the paramedic renders care and accompanies the patient to the hospital for a flat fee of two-hundred and seventy five dollars (\$275), or in cases where the patient is assessed or treated but the paramedic does not render care during transport a fee of One-hundred and thirty-seven dollars and fifty cents (\$137.50). Payment will be made by the Transport Agency to the Townsend Fire-EMS Department within Ninety (90) days.
- B. Transport Agency may bill any and all insurance companies or patients covered thereby for ALS Services rendered by Townsend Fire-EMS Department in accordance with all applicable local, state and federal rules and regulations and the rules of the applicable Medicare Program. The Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of claims. The Townsend Fire-EMS Department shall provide Transport Agency such information and paperwork as is reasonable and customary for these purposes. Except to the extent that any incorrect billing to a Medicare Program is caused by the fault of Townsend Fire-EMS Department, the Townsend Fire-EMS Department shall have no responsibility or liability to Transport Agency or any Medicare Program or Medicare Program Patient arising from claims submitted by Transport Agency to the Medicare Program, and Transport Agency agrees to indemnify and hold Townsend Fire-EMS Department harmless from and against any and all costs and expenses, including reasonable attorney's fees arising there from.

3. Limitation of Liability and Indemnification

- A. Townsend Fire-EMS Department obligations hereunder shall be subject to the availability of qualified paramedic personnel, supplies and transportation, as

determined by the Townsend Fire-EMS Department in its reasonable judgment in light of other actual and anticipated needs for its services. In the event the Townsend Fire-EMS Department determines that it lacks qualified paramedic personnel or transportation to deliver such personnel to the scene of an incident or lacks supplies or other resources required for Paramedic Services requested by Transport Agency at any time during the term of this Agreement, it shall have no responsibility or liability to the Transport Agency, the patient or any third party, other than the responsibility to promptly notify the Transport Agency of Townsend Fire-EMS Departments' inability to respond to its request for such services. The Transport Agency shall ensure that it has access to alternative Paramedic Services in the event Townsend Fire-EMS Department is unable to respond to a service request.

- B. In accordance with and subject to G.L. c. 40, § 4A, and to the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other from and against any and all third-party claims, demands, liabilities, actions, causes of actions, costs and expenses to the extent such claims, demands etc. are caused by such Party's negligence or willful misconduct.

4. Insurance

At all times during the term of this agreement each Party shall maintain general and professional liability insurance coverage provided by companies licensed to do business in the Commonwealth of Massachusetts in the minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate, providing coverage for the negligent acts or omissions for such Party and its employees and agents.

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- C. This Agreement may also be terminated by any Party for cause in the event of material breach by the other Party and failure to cure such breach within ten (10) days of written notice specifying such breach.

- D. This Agreement may also be terminated immediately upon notice by either Party upon the occurrence of any of the following to the other Party.
1. Loss of its license of Medicare or Medicaid certification.
 2. Material diminution or loss of the insurance required.
 3. Filing or a voluntary petition in bankruptcy or assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.
- E. In the event of termination of this agreement, Townsend Fire-EMS Department shall have no further obligation to provide Paramedic Services.

6. No Influence on Referrals

It is not the intent of either Party to this agreement that any remuneration, benefit or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either Party or patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this agreement. Any payments specified in this agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

7. Miscellaneous Provisions

- A. It is mutually agreed that Townsend Fire-EMS Department is and at all times shall be acting as an independent contractor. Transport Agency shall neither have nor exercise any control or direction over the methods by which Townsend Fire-EMS Department and its employees shall perform their duties arising hereunder.
- B. All notices, requests, demands or other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed.

If to:
Townsend Fire-EMS Department
P.O. Box 530
13 Elm Street
Townsend, MA 01469

If to:
Pepperell Fire Department
59 Main Street
Pepperell, MA 01463

Any Party may change their address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

- C. This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- D. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the Party or Parties making such amendment.
- E. Nothing in this agreement shall be construed to confer upon any person, any right, remedy or claim as third-party beneficiaries or otherwise.
- F. No waiver of any breach or any provision of this agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligation or acts.
- G. Neither Party may assign, in whole or in part, this agreement or any rights hereunder, nor may they delegate, in whole or in part, any of the duties to be performed hereunder without the prior written consent of the other Party.
- H. Each individual executing this agreement on behalf of any entity, which is a party to this agreement, represents and warrants that he or she is duly authorized to execute and deliver this agreement on behalf of said entity. This agreement may be signed in counterparts.
- I. All laws or regulations applicable to this Agreement or the services contemplated herein shall be deemed incorporated in this Agreement by reference, and in the event of any conflict between such laws or regulations and the provisions of this Agreement, the laws and regulations shall control.

- J. Nothing in this Agreement is intended to waive any of the Parties' rights, defenses and immunities under G.L. c. 258, all of which rights, defenses and immunities are hereby reserved.
- K. The Parties understand and agree that, in performing under this Agreement and furnishing any Paramedic Services, the Town is not engaging in private, business or for-profit activities, and that the amounts charged for such services under this Agreement are a reasonable estimate of the costs incurred by the Town in rendering such services.
- L. In accordance with G.L. c. 40, § 4A, the Parties shall, upon request, share such financial information as reasonably necessary and appropriate to verify services performed and payments made for same; maintain accurate and comprehensive records of the services performed, costs incurred, and reimbursements and contributions received, if any.

(Signatures Follows this Page)

Town of Townsend
By its Board of Selectmen

Town of Pepperell
By its Board of Selectmen

Jeff
my

3.6

**TOWN OF TOWNSEND
272 MAIN STREET, TOWNSEND, MA 01469**

NOTICE OF APPROVAL OF SPECIAL PERMIT

This is to certify that: **TERRI ROY**

V.F.W.Post #6538 491A Main Street West Townsend, MA

**THE ABOVE NAMED NON PROFIT ORGANIZATION IS HEREBY
GRANTED A SPECIAL LICENSE FOR THE SALE OF ALL ALCOHOLIC
BEVERAGES, TO BE DRUNK ON THE PREMISES**
Under Chapter 138, Section 14, of the Liquor Control Act.

In conjunction with a "Graduation Party" to be held on **June 11, 2015** with sale hours
from **7:00P.M. to 11:00P.M.**

The license is granted in conformity with the Statutes and ordinances relating thereto,
and expires **06/11/2015** unless sooner suspended or revoked.

Date:

THE LOCAL LICENSING AUTHORITIES

SEE ATTACHED CONDITIONS OF LICENSE



The Commonwealth of Massachusetts
The Alcoholic Beverages Control Commission
238 Causeway Street, Suite 200
Boston, MA 02114

Telephone (617) 727-3040
Fax (617) 727-1258

NOTICE OF APPROVAL OF SPECIAL LICENSE

The Local Licensing Authorities of the within named City or Town have approved, pursuant to the provisions of Chapter 138 Section 14, issuance of a Special License as described herein.

City/Town: Townsend
Date of Local Authority Approval:
Name of Licensee: Terri Roy
Address of Licensee: 491A Main Street, Townsend, MA
Effective Date or Dates of License: June 11, 2015
Authorized Hours of Sales: 7:00P.M. to 11:00P.M.
Description of the Licensed Premises: VFW Post 6538, 491A Main Street, West Townsend MA in conjunction with a "College Graduation"

License is for sale of:
All Alcoholic Beverages: X
Wines and Malt Beverages Only:
Wines Only:
Malt Beverages Only:

The Licensed Activity or Enterprise is:
For profit:
Non-profit: X

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? _____.

Restrictions attached to the license by the local authority: SEE ATTACHED

THE LOCAL LICENSING AUTHORITY

By: _____

