



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

Gordon Clark, *Chairman*
Andrew J. Sheehan,
Town Administrator

Carolyn Smart, *Vice-Chairman*
Office (978) 597-1701
Fax (978) 597-1719

Revised
AGENDA

SEPTEMBER 15, 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: **Amend 2.1 and 4.2, delete 2.3**
- 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 Approval of meeting minutes. August 18, 2015. Votes may be taken.

II APPOINTMENTS AND HEARINGS

- 2.1 6:10 Review and sign contract with Interim Chief of Police Robert A. DeMoura. The Board may enter Executive session pursuant to GL c. 30A, s. 21(a)(2) to conduct contract negotiations with non-union personnel. Votes may be taken.
- 2.2 6:15 Fire-EMS Chief Mark Boynton to discuss the following. Votes may be taken:
 - Ambulance write-off policy
 - Agreements for Backup Paramedic Intercept Services with the towns of Groton and Lunenburg
- ~~2.3 6:30 Squannacook Rail Trail and Route 119 Sidewalk: Joe Shank requests the opportunity to discuss the project. Votes may be taken.~~
- 2.4 6:45 Treasurer-Collector Deborah Kristoff to provide an update. Votes may be taken.

III MEETING BUSINESS

- 3.1 Review and sign proclamation recognizing Chief of Police Erving M. Marshall, Jr. Votes may be taken.
- 3.2 Review and sign proclamation recognizing Donna Miller for receiving the William E. May Endowment Award. Votes may be taken.
- 3.3 Review request of Kelly McTighe proclaiming October as Dysautonomia Awareness Month. Votes may be taken.
- 3.4 Review posting for a committee to memorialize the former girls' school at 458 Main Street. Votes may be taken.
- 3.5 Review Open Meeting Law complaint against the Board of Selectmen. Votes may be taken.
- 3.6 Review correspondence from Carolyn Sellars requesting that the Board of Selectmen ask the Federal Energy Regulatory Committee (FERC) to look at all gas pipeline projects to identify the project(s) providing gas at the least economic and environmental cost. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review request of John Francis Hughes to be appointed to the West Townsend Reading Room Committee. Votes may be taken.
- 4.2 Review request of Fire-EMS Chief Mark Boynton to appoint the following to the Fire-EMS Department for terms from September 15, 2015 to June 30, 2016, and subject to successful completion of pre-employment physical, CORI check, and probationary period. Votes may be taken.
 - Nicholas Newell, On-Call Firefighter
 - Tabata Costanzo, On-Call and Per Diem EMT
 - Brian Harking, Per Diem Paramedic
 - Robert Hayes, Per Diem Paramedic
 - Ashley Cotter, On-Call and Per Diem EMT

V WORK SESSION

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

VI EXECUTIVE SESSION

- 6.1 Executive session pursuant to GL c. 30A, s. 21(a)(2) to conduct contract negotiations with non-union personnel. Votes may be taken.
- 6.2 Executive session pursuant to GL c. 30A, s. 21(a)(1) to discuss complaints or charges against individuals. Votes may be taken.



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 - Tabata Costanza, On-Call and Per Diem EMT
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 - Robert Hayes, Per Diem Paramedic
 - Amy Cotter, On-Call and Per Diem EMT

V WORK SESSION

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BOARD OF SELECTMEN
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1.7

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

Carolyn Smart, *Vice-Chairman*

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

MINUTES
AUGUST 18, 2015, 5:30 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 5:30PM the Chairman called the meeting to order. Roll call showed Colin McNabb, Chairman (CM), Carolyn Smart, Vice Chairman, and Gordon Clark, Clerk (GC) present.
- 1.2 Pledge of Allegiance observed.
- 1.3 CM 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), heard back from the Dept. of Revenue (DOR) regarding studying a consolidated Public Works Dept. DOR had a project fall through and will be in Town earlier than originally anticipated.
 - Tax Collector/Treasurer, Debbie Kristoff (DK), was at the meeting to discuss what is going on with deferred compensation. DK reported that the monies had been electronically transferred to Great West, everything is now set up and deductions will be taken and sent in going forward. CS asked that notification be sent to employees with the next paystub which DK said she will do. GC asked DK to come to the next meeting for an update.
- 1.6 Board of Selectmen announcements, updates, and reports:
 - CS asked if there could be gathering at next week's meeting for CM, but there is a full schedule.
 - CS asked about having prisoners come out to paint the municipal garage, AS said that the quality of their work is not great and he and Facilities Manager Mark Mercurio do not recommend using the prisoners. Quotes have been obtained and Town Meeting will be asked to reallocate money for the project.
 - CS asked about the West Townsend Reading Room bid for windows and vinyl siding. AS said that no bids were received. CM suggested contacting Nashoba Tech. AS will contact Nashoba Tech. The Historic District also needs to sign off on putting vinyl siding on the historic building.
 - CS asked about the Red Flag Service through Melanson & Heath. AS signed the contract and sent it in. Employee training will be set up as well as contact people once the contract is fully executed.
 - CM announced the Farmers Market would be held on the Common this Saturday from 9A-1P.
- 1.7 Approval of meeting minutes.
 - Executive session: June 23, 2015 and July 14, 2015. AS suggested that the Board could approve the Executive session minutes but not release. CS moved to table approval of the Executive Session meeting minutes June 23, 2015 and July 14, 2015. GC seconded. Unanimous.
 - Open Session: July 14, 2015. CS moved to approve the meeting minutes of July 14, 2015. GC seconded. Unanimous.

II APPOINTMENTS AND HEARINGS

- 2.1 6:00 Meeting with Fire-EMS Chief Mark Boynton to discuss the following:
- Abatement of ambulance bills: Chief Mark Boynton (MB) discussed the bills asking for reduction. CS asked if the Town has a hardship policy, MB said not that he or AS were aware of. CS said she was in favor of writing a policy. CS asked MB if he could research a policy to put in place. GC suggested rejecting the first request and tabling the second request. CS moved to deny the request to abate the ambulance bill for incident dated 1/22/2014. GC seconded. Unanimous.
 - Formation of a committee to consider a monument commemorating the former girls' school at 456 Main Street. Discussed in conjunction with item 2.2
- 2.2 6:15 Meeting with Len Abreu regarding the disposition of the American Legion. Len Abreu, (LA), stated that no one in Town is opposed to a new fire station, but many opposed to knocking down the American Legion, a very historic building. LA suggested a few options on where to relocate the Legion on Town property. LA also suggested leaving the American Legion where it is and build the new fire station where the old station currently is, and storing fire trucks offsite while it is being built. MB explained that the current plan is to do an asbestos removal and tear the building down, which will cost about \$50,000. The Fire Station Committee took all items into consideration when deciding to build a new station, including response time. MB said that storing the trucks offsite is not an option, because the trucks need to be in a climate controlled environment. MB discussed what was on the agenda, forming a committee to consider a monument commemorating the former girls' school at 456 Main Street. CS suggested asking the Veterans Monument Committee to help. GC suggested that some of the residents who voiced concerns about moving the Hall should be on the Committee. CM asked what would happen to the building once it was potentially moved. A resident suggested turning the Legion into apartments. Chairman of the Fire Station Committee, William Elliott, (WE), explained at Town Meeting it was voted to keep the station at its current location. CM said that it was voted on to tear down the building at Town Meeting, so the decision had already been made. Discussed a citizen petition and what would be needed to add an article to Special Town Meeting.
- 2.3 6:30 Joint meeting with the Planning Board to fill a vacancy to serve until the next annual election. CM called the joint meeting to order and called for a nomination; Chris Nocella (planning Board) moved to nominate Kathleen Araujo to fill vacancy on the Planning Board by majority vote and Board of Selectmen's approval. CS seconded. CM called roll call vote, GC aye, CS-aye, CM-aye Laura Shifrin (Planning Board) aye, Chris Nocella aye. CM announced, by majority vote, that Kathleen Araujo will serve until the next annual election.
- 2.4 6:45 Meeting with Town Clerk Kathleen Spofford to discuss the following.
- Posting for an Assistant Town Clerk: Sue Funaiole, the current Assistant Town Clerk, will be retiring as of September 18, 2015. Town Clerk Kathleen Spofford, (KS) will be splitting the current position in to two (2) positions. One will be a benefited 20 hour position and the other will be a part time department assistant. She said it will provide better office coverage. GC said he supports anything that improves customer service.
 - Special election to fill a vacancy on the Board of Selectmen. CM will be leaving August 26, 2015. KS said she will need 65 days to run an election and suggested Tuesday, November 17, 2015. The earliest possible date would be October 27, 2015. GC suggested waiting a week to obtain more information. CS moved to table setting the Special Election date to next week. GC seconded. Unanimous.
- 3.2 Review and discuss Planning Board mandatory referral regarding renewal of a Special Permit for a cell tower at 12 Ball Road. CS moved to sign no comment to the Planning Board mandatory referral regarding renewal of a Special Permit for a cell tower at 12 Ball Road. GC seconded. Unanimous.
- 3.3 Review and discuss Zoning Board of Appeals mandatory referral for Keith & Mary LeTourneau for a Special Permit, Variance, or Appeal to use an existing kennel at 352 Main Street to house stray animals

picked up by the Animal Control Officer. CS voiced concerns about a Town Kennel and the liability, and requested asking for Town Counsel for an opinion. CS moved to table the discussion and contact Town Counsel. GC seconded. GC voted yes, CS voted yes, and CM voted no. Motion passed 2-1.

- 3.8 Review and sign notice to proceed with Weston & Sampson for design of a sidewalk on Main Street from South Street to Harbor Church. Discussed the poor condition of sidewalk on Main Street from South Street to Harbor Church. CS moved to approve and sign notice to proceed with Weston & Sampson for design of a sidewalk on Main Street from South Street to Harbor Church. GC seconded. Unanimous.

CM called a brief recess at 7:02PM

- 2.5 7:00 Meeting with the Conservation Commission to discuss the meeting of May 27, 2015. The discussion may include an executive session pursuant to GL c. 30A, s. 21(a)(1) to discuss discipline or complaints or charges against an individual. At 7:13PM CS moved to enter in to Executive Session pursuant to GL c. 30A, s. 21(a)(1) to discuss discipline or complaints or charges against an individual, and Executive Session pursuant to GL c. 30A, s. 21(a)(2) to conduct contract negotiations with non-union personnel. GC seconded. GC aye, CS aye, CM aye. Unanimous.
- 2.6 7:30 Executive Session pursuant to GL c. 30A, s. 21(a)(2) to conduct contract negotiations with non-union personnel. See above

III MEETING BUSINESS

- 3.1 Discuss formation of a Department of Public Works (DPW) study committee. John Barrett, of the Cemetery and Park Commission requested that this discussion be put off until next week so that he could attend. CS said that she spoke to Mr. Barrett to clarify what would be discussed. CS explained that a DPW exploratory committee would work together with the Dept. of Revenue, meeting with various departments to discuss the pros and cons of a DPW. CS moved to form a DPW exploratory committee with three (3) at large members with a charge to explore whether the formation of a DPW would be beneficial for Townsend and that the highway representative will be the liaison and to ask the Town Administrator to post for the Committee this week. GC seconded. CS yes, GC yes, CM no. Motion passed 2-1.
- 3.4 Review and approve one day liquor license for the Friends of the Townsend Library for a wine tasting/charity pour to be held at the Townsend Meeting Hall, 12 Dudley Road, from 6-9PM on October 3, 2015. GC and CS said the benefactor has indicated that he opposed the serving of alcohol in the building. CS moved to approve the one day liquor license for the Friends of the Townsend Library for a wine tasting/charity pour to be held at the Memorial Hall at 272 Main Street with serving hours from 6-9PM on October 3, 2015. GC seconded. Unanimous. CS moved to waive the normal rental fees for Memorial Hall for the particular event to be held on October 3, 2015 for the Townsend Library Event. GC seconded. Unanimous.
- 3.5 Review and approve request of Rev. Mark Brockmeier to hold the Greg's Run on October 10, 2015 and to close Brookline Street from Main Street to Highland Street. CM thanked Rev. Mark Brockmeier as well as Chip Mann from St. John's to keep the race going. CS moved close Brookline Street from Main Street to Highland Street to hold Greg's Run on October 10, 2015. GC seconded. Unanimous.
- 3.6 Discuss Charter changes recommended by the Charter Committee. Tabled to September 8th meeting.
- 3.7 Review request of Highway Superintendent Ed Kukkula to declare surplus certain Highway Department equipment. CS moved to approve the request of the Highway Superintendent Ed Kukkula to declare surplus certain Highway Department equipment, as incorporated there in with (attached) this list. GC seconded. Unanimous.
- 3.9 Review and discuss report from Human Resources Services, Inc. (HRS) regarding the update to the non-union employee compensation and classification plan, including reclassification of the Facilities Manager from Grade 6 to Grade 7 and creation of Water Technician in Grade 6. AS said that this is the report to update the compensation and classification plan, including the Facilities Manager and Water

Technician update. The plan addresses all non-union employees. CS disclosed that she has submitted a resume for the Assistant Town Clerk position and made a motion that for the purposes of discussion for the comp and class plan that the position of Assistant Town Clerk and the position of Police Department Coordinator be pulled from the discussion and voted on separately. GC seconded. Discussed tabling this until Town Counsel offered opinion. The discussion was tabled to September 8th.

- 3.10 Review and consider adopting a resolution to become an intervener in the Tennessee Gas/Kinder Morgan pipeline project known as Northeast Energy Direct. AS said being an intervener allows the Town to appeal or contest of FERC decisions. CS moved to adopt a resolution to become an intervener in the Tennessee Gas/Kinder Morgan pipeline project known as Northeast Energy Direct. GC seconded. Unanimous.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

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.

GC moved to adjourn at 9:02PM. CS 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.

TOWNSEND FIRE – EMS AMBULANCE BILLING HARDSHIP POLICY

DRAFT

2.2

Purpose:

To establish a policy that allows the modifying of ambulance transport fees based on current year Department of Public Health and Human Service poverty Guidelines.

Scope:

This policy pertains to all patient transported by the Townsend Fire – EMS Ambulance Service. Transported individuals must NOT have been injured while involved in the commission of a felony criminal activity. Each patient as defined above may request one (1) hardship modification per consecutive twelve (12) month period.

Preface:

The charges for transport billing may be modified, based upon financial hardship, as determined by the Townsend Fire – EMS Ambulance Service. These procedures will ensure just and fair evaluation of a hardship waiver request as well as establish an audit trailer for future use.

Procedures

- 1. No one will EVER be denied necessary medical treatment or transport service due to their inability to pay or lack of insurance.**
- The Townsend Board of Selectmen will address cases of financial hardship on an individual basis.
- Patients who are unable to pay their co-pays, deductibles, or who are uninsured, unemployed, homeless, or for other reasons unable to make payments may request a financial hardship review of their transport charges. Patients, or their designee, shall be complete the “Request for Transport Fee Hardship Form”. The form is available on the Townsend Fire Department website (www.townsendfire-ems.org) or can be requested by calling coastal Ambulance Billing office at 1-866-268-5200.
- The Townsend Board of Selectmen will make the final decision. The board may waive all charges, reduce the charges, establish and payment plan or deny the request. All final resolutions will be noted on the form.
- If approved for modification, a copy of all documentation will be made and it will be held in the ambulance service files for a period of seven years. The original form will be submitted to the billing company authorizing changes to the patient’s charges. Coastal Ambulance Billing will notify the patient in writing as to the final disposition of the hardship waiver.

**TOWNSEND FIRE – EMS AMBULANCE BILLING HARDSHIP PROGRAM
APPLICATION**

THIS APPLICATION MUST BE SUBMITTED FOR EACH AMBULANCE FEE ADJUSTMENT REQUESTED.

Patients Name: _____

Address: _____

Telephone # _____ Date of Birth ____/____/____

SS# ____ - ____ - ____ Date of Service ____/____/____ Invoice # _____

Monthly Household Income _____ Number of Dependents living in Household _____

Responsible party completing this application (if different than patient listed above).

_____ Telephone # _____

Relationship to Patient _____

Attached documentation:

_____ W-2 withholding statements or unemployment check stubs for past 90 days.

_____ Paycheck stubs for the past 90 days for all persons employed in the home.

_____ Income Tax Return (most recent and signed)

_____ Any other information you wish to provide that will help in our decision making process.

In your own Words explain why you are requesting a hardship waiver.

DRAFT

TOWN OF

AMBULANCE WRITE OFF POLICY

PURPOSE:

The purpose of this policy is to outline the procedures that will be used to write off ambulance receipts that have not been collected.

POLICY:

The policy of the Town of _____ – EMS Department is to collect all receivables generated by the EMS Department ambulance with the exception of cases where payment would create severe financial hardship. It is with this intent that the following billing policy guidelines are established.

APPLICABILITY

This is applicable to the receipt of fees charged for the provision of EMS services.

IMPLEMENTATION PROCEDURE:

The Town of _____ contracts with Coastal Medical Billing, Inc. (the billing company) to provide ambulance billing and collection for ambulance services provided by the EMS Department ambulance. The Town of _____, as part of an agreement with the billing company, requires a standard method of pursuing collections that ensures payments are received that are owed to the Town, based on established rates set by the Town as allowed under Federal or State medical reimbursement regulations.

POLICIES:

- 1 The Town shall receive and review a monthly balance of accounts, including all aging and current accounts, provided by the billing company. The Town Administrator and EMS Director shall meet on a quarterly basis to reconcile outstanding balances, confirm receivables, review uncollected receivables that the billing company recommends to be written off, and review claims of hardship.
- 2 The Town shall meet with the billing company at least biannually, in January and June to discuss aging receivables that have had no activity within the prior 180 days. The process utilized by the billing company to pursue individual uncollected accounts shall be reviewed. The methods of collection that are considered to be fair and reasonable are: correspondence to the insurance company, that patient was insured for their medical transport, or if uninsured, documented phone calls, emails or fax transmissions to the patient or their insurance company. The final

Commented [DE1]: Or his designee

Commented [DE2]: Add the

Commented [DE3]: Add with

DRAFT

step will be to determine if the patient was reimbursed directly from their insurance company for their medical transport and has not reimbursed the Town of

- 3 The Town Manager, with the recommendation of the EMS Director, after confirming that the above policy has been met, will make a determination that an account is to be written off as an uncollected amount. This determination does not constitute forgiveness of the debt if at a future date payment is received by the billing company, or any agents that they may use, to locate or obtain direct contact with a patient, either by registered letter or some other means.

Commented [DE4]: Administrator

COLLECTION AGENCY:

If the patient has ignored all attempts for reconciliation of their account the billing company will enter the account onto a collection report. This report will be sent to the Town on a quarterly basis when it will be reviewed by the Town Administrator and EMS Director if some or all accounts will go to the collection agency. The EMS Director will return the report to the billing Company and provide them with a list of which of the patient accounts will go to a collection agency.

Commented [DE5]: where

Commented [DE6]: to determine

FINANCIAL HARDSHIP REQUESTS

Requests for a waiver of a portion or all of an ambulance bill shall be submitted by the patient to the billing company; on the billing company's approved form for review and determination of financial conditions of the patient and ability to pay. The request may require documentation, such as hospital free confirmation, a letter from a third party such as a social worker, or a letter from the patient attesting to their hardship that has been signed under the pains and penalties of perjury.

The billing company will review all requests for waivers based upon financial hardship and shall issue a recommendation to the EMS Director. The Director will then review the recommendation from the billing company and make a recommendation to the Town Administrator. The Town Administrator will make the final determination on waivers or hardship requests.

The EMS Director shall notify the billing company of the decision of the Town Administrator relative to the request for a waiver or financial hardship within five (5) days so that it may be documented in the accounts receivable report issued by the billing company.

Commented [DE7]: delete DR

Hardship policy:

Purpose:

To establish a policy that allows the modifying of ambulance transport fees based on current year Department of Public Health and Human Service Poverty Guidelines.

Scope:

This policy pertains to all patients transported by the Fire Department Ambulance Service. Transported individuals must **NOT** have been injured while involved in the commission of a felony criminal activity. Each patient as defined above may request one (1) hardship modification per consecutive twelve (12) month period.

Preface:

The charges for transport billing may be modified, based upon financial hardship, as determined by the Fire Department Ambulance Service. These procedures will ensure just and fair evaluation of a hardship waiver request as well as establish an audit trail for future use.

Procedures:

1. **No one will EVER be denied necessary medical transport service due to either their inability to pay or lack of insurance.**
2. The Fire Department Ambulance Service will address cases of financial hardship on an individual basis.
3. Patients who are unable to pay their co-pays, deductibles, or who are uninsured, unemployed, homeless, or for other reasons unable to make payments may request a financial hardship review of their transport charges. Patients, or their designee, shall complete the "Request for Transport Fee Hardship Form". The form is available on the Fire Department website ([www.fire.org](#)) or can be requested by calling Coastal Ambulance Billing office at **1 (866) 268-5200**.
4. The Prudential Committee for the Fire District will make the final decision. The Prudential Committee may waive all charges, reduce the charges, establish a payment plan or deny the request. All final resolutions will be noted on the form.

If approved for modification, a copy of all documentation will be made and it will be held in the ambulance service files for a period of seven years. The original form will be transmitted to the billing company authorizing changes to the patient's charges. The Fire Department Ambulance Service will notify the patient in writing as to the final disposition of the Hardship Waiver.

Ambulance Transport Billing Hardship Program

**THIS HARDSHIP APPLICATION MUST BE SUBMITTED FOR EACH AMBULANCE
TRANSPORT FEE ADJUSTMENT REQUEST**

Patient Name: _____

Address: _____

Telephone # _____

Date of Birth: ____/____/____ SS# _____

Date of Service ____/____/____

Monthly Household Gross Income: _____ Number of Dependents living in Household: _____

Responsible Party completing this Application (if different than patient listed above)
_____ Telephone # _____

Relationship to Patient: _____

Attached Documentation:

- _____ W-2 withholding statements or unemployment check stubs for past 90 days
- _____ Paycheck stubs for the past 90 days for all persons employed in home
- _____ Income Tax Return (most recent signed)
- _____ Any other information you wish to provide that will help in our decision making process

In your own words explain why you are requesting a Hardship Waiver:

AGREEMENT FOR BACKUP PARAMEDIC INTERCEPT SERVICES

Between the Town of Townsend

dba

Townsend Fire-EMS Department

and

Town of Groton

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 Groton (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:
Groton Fire Department
45 Farmer Row
Groton MA, 01450

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 Groton

By its Board of Selectmen *TOWN MANAGER*

Mark W. Haddad

MARK W. HADDAD
TOWN MANAGER

AGREEMENT FOR BACKUP PARAMEDIC INTERCEPT SERVICES

Between the Town of Townsend

dba

Townsend Fire-EMS Department

and

Town of Lunenburg

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 Lunenburg (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:
Lunenburg Fire Department
655 Massachusetts Avenue
Lunenburg, MA 01462

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.

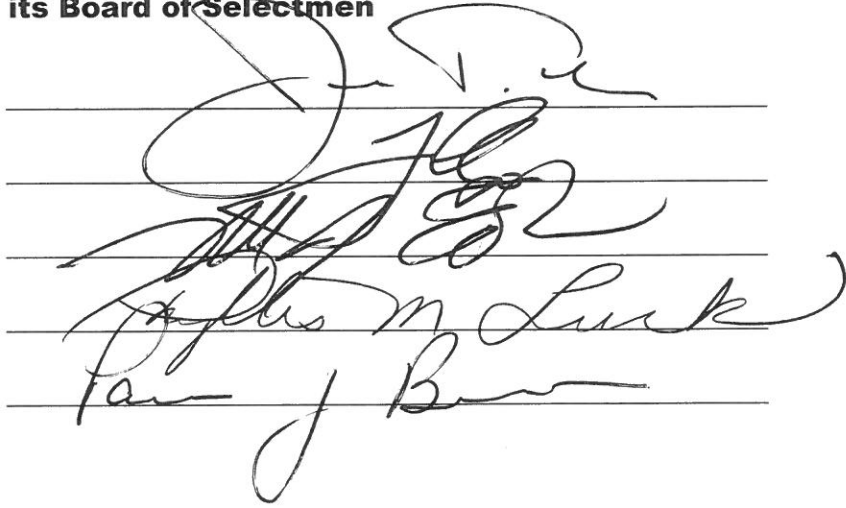
- C. This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- D. This agreement constitutes the entire 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 Lunenburg
By its Board of Selectmen



Handwritten signatures of the Board of Selectmen for the Town of Lunenburg, including names like Philip M. Luck and Paul J. Brown.

Submitted By: Town Clerk
Read By: Daniel J. Murphy
Voice Vote: Majority yes pass
Date: 11/29/05

STM
11/29/05

STM ARTICLE 10:

Moved that the Town vote to raise and appropriate the sum of \$3,300.00 for the purpose of having the Town maps digitalized and updated by MRPC with the future goal of in-house maintenance.

Submitted By: Board of Assessors
Read By: Laura Shifrin
Voice Vote: Unanimous yes pass
Date: 11/29/05

STM ARTICLE 11:

Moved that Town vote to accept the provisions of M.G.L. Chapter 59, Section 5, Clause 54 which allows the Town to establish a minimum fair cash value for personal property accounts to be taxed and to set that minimum fair cash value at \$1,000.00.

Submitted By: Board of Assessors
Read By: Laura Shifrin
Voice Vote: Majority yes pass
Date: 11/29/05

STM ARTICLE 12:

Moved that the Town vote to raise and appropriate the sum of \$125,000.00 for the purpose of purchasing an ambulance.

Submitted By: Ambulance Department
Read By: William Donahue Fire Chief
Voice Vote: Unanimous yes pass
Date: 11/29/05

STM ARTICLE 13:

Moved that the Town vote to transfer from surplus revenue the sum of \$8,600.00 for the purpose of upgrading two LifePak 12 monitor/defibrillators with capnography features.

Submitted By: Ambulance Department
Read By: William Donahue Fire Chief
Voice Vote: Unanimous yes pass
Date: 11/29/05

STM ARTICLE 14:

Moved that the Town vote to appropriate the sum of \$350,000.00 for the purpose of purchasing and equipping a pumper to replace Engine-One, a 1973 Maxim pumper; and further, that to meet this appropriation the Treasurer with the approval of the Board of Selectmen is authorized to borrow \$350,000.00 and issue bonds and notes therefor under M.G.L. Chapter 44, Section 7 or any other enabling authority; provided, however, that said purchase shall be contingent upon the passage of a debt exclusion referendum question pursuant to the provisions of

Section 21C of Chapter 59
General Laws at a special elec
than ninety (90) days after the c

Submitted By: Fire Chief
Read By: William Donahue Fire
Voice Vote: 2/3 declared yes pass
Date: 11/29/05

2.3

STM ARTICLE 15:

Moved that the Town vote to transfer from surplus revenue the sum of \$3,500.00 for the purpose of fixing the roof of the old bank building at 274 Main Street.

Submitted By: Board of Selectmen
Read By: Robert Plamondon
Voice Vote: Unanimous yes pass
Date: 11/29/05

STM ARTICLE 16:

Moved that the Town vote to transfer from surplus revenue the sum of \$7,000.00 for the purpose of purchasing a digital copier with scanning and printing capabilities for the Town Hall.

Submitted By: Board of Selectmen
Read By: Peter H. Collins
Voice Vote: Majority yes pass
Date: 11/29/05

STM ARTICLE 17:

Moved that the Town vote to transfer from surplus revenue the sum of \$2,000.00 for the purpose of hiring a structural engineer to provide a report on the front building at 13 Elm Street.

Submitted By: Board of Selectmen
Read By: Robert Plamondon
Voice Vote: Majority no does not pass
Date: 11/29/05

STM ARTICLE 18:

Moved that the Town vote to transfer from surplus revenue the sum of \$100,000.00 for the purpose of funding the design and engineering of a pedestrian sidewalk along Route 119 from the North Middlesex Regional High School to the Town Common.

Submitted By: Board of Selectmen
Read By: Peter H. Collins
Voice Vote: Majority yes pass
Date: 11/29/05

STM ARTICLE 19:

Moved that the Town vote to transfer from surplus revenue the sum of \$9,000.00 for the purpose of supplementing the 13 Elm Street Expenses Account.

Submitted By: Fire Chief
Read By: William Donahue Fire Chief
Voice Vote: Unanimous yes pass
Date: 11/29/05

3.1

Proclamation

WHEREAS: **ERVING M. MARSHALL, JR.** is a lifelong resident of Townsend, Mass. attended Townsend Schools and graduated from North Middlesex High School in 1972. After graduating high school, he completed his EMT training and volunteered for the Townsend Ambulance Service (then run by the Townsend Police Department). At the same time he joined and volunteered for the Townsend Police Auxiliary where he received his initial police training; and

WHEREAS: **ERVING M MARSHALL, JR.** graduated from Mount Wachusett Community College in 1977, earning an Associate's degree in law enforcement and became a full-time patrolman with the Townsend Police Department that same year. He attended the Massachusetts State Police Academy and graduated in December of 1978. In July of 1986, Chief Marshall was promoted to the rank of Sergeant and was put in charge of investigative services for the department. November of 1999 Marshall was promoted to the rank of Lieutenant, became acting Chief of Police in January of 2002 and permanent Chief of Police in July of that same year. May of 2005, Chief Marshall earned his Bachelor of Science degree in law enforcement from Western New England College. Besides his degree in law enforcement and academy training, Chief Marshall has well over two-thousand hours of training in the law enforcement field. He is the current Chairman of the Standard's Committee for the Northeastern Massachusetts Law Enforcement Council, a consortium of 62 police agencies in Middlesex and Essex Counties; and

WHEREAS: **ERVING M. MARSHALL, JR.** , has decided to retire from the Townsend Police Department and plans to remain active in the community, enjoy spending time with his wife, Janet and his daughter and grandchildren; and

WHEREAS: The Town of Townsend will lose a valuable employee and asset to the community who will be greatly missed;

NOW THEREFORE: We, the Selectmen of the Town of Townsend, Middlesex County, in the Commonwealth of Massachusetts, United States of America do hereby proclaim Friday, October 2, 2015 as:

"ERVING M. MARSHALL, JR. DAY"

in the Town of Townsend and urge all citizens of Townsend together with their family and friends to join us in congratulating **ERVING M. MARSHALL, JR.** on his retirement from the Townsend Police Department.

Gordon Clark, Chairman

Carolyn Smart, Vice-Chairman

3.2

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Proclamation

WHEREAS: Donna Miller, necessitates the qualities deserving of the "William E. May Endowment Award" which recognizes people who don't make the news but make the difference in their communities, businesses, and volunteer endeavors. People who quietly, without fanfare or recognition and usually behind the scenes use their time, talent, spirit and enthusiasm to enrich the lives of others; and

WHEREAS: Donna Miller, has donated countless hours of her time and are considered by many as irreplaceable, assisting organizations such as the Little League, Girl Scouts, and the Fire Department Auxiliary. For years her job was public service, running the dispatch center for fire and police out of her home. The new dispatch center, she designed, was built at the new police station. She served as Past President for the Friends of the Townsend Seniors and Chairperson for the past 10 years for St. John's Bazaar and continues to serve.

WHEREAS: Donna Miller, exemplifies the intent of the award because of her genuine interest and commitment to the town of Townsend. She has worked to promote various organizations, activities and programs to benefit and to improve the lives of citizens of all ages throughout the community and;

NOW THEREFORE, we, Gordon Clark, and Carolyn Smart, Selectmen of the Town of Townsend, Middlesex County, in the Commonwealth of Massachusetts, United States of America do hereby proclaim October 17, 2015 as:

"Donna Miller Day"

in the Town of Townsend and urge all citizens of Townsend together with their family and friends to join us in congratulating Donna Miller for her many years of service.

Gordon Clark

Carolyn Smart

August 21, 2015

3.3

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

Re: Dysautonomia Awareness Month
Proclamation Request

Dear Administrator Sheehan,

I am seeking your assistance in raising awareness of an important public health matter. October is "Dysautonomia Awareness Month" around the world. We're asking the Town of Townsend to help us raise awareness by issuing a Proclamation declaring October to be Dysautonomia Awareness Month in Townsend.

Dysautonomia (pronounced "dis - oughta - know' - me - uh") is an umbrella term used to describe several different neurological conditions caused by a malfunction of the autonomic nervous system. The autonomic nervous system controls all of the involuntary bodily functions that we normally take for granted - regulation of our blood pressure, heart rate, respiratory rate, digestion, kidney function, temperature control, pupil constriction and dilation, etc. When the autonomic nerves are damaged, it can cause very serious problems in one or more of these systems.

In February of 2015, I was diagnosed with a form of dysautonomia known as Postural Orthostatic Tachycardia Syndrome (POTS), although I may have suffered from this condition for over 10 years. While many people have never heard of it, POTS is not rare. Mayo Clinic researchers estimate that POTS impacts 1 out of 100 teens, and a total of 1-3 million Americans including adult onset patients, and millions more around the globe, making POTS more common than well-known conditions like multiple sclerosis and Parkinson's disease. The majority of people living with POTS are young women between ages 12 and 40, although older adults and males can be impacted too. POTS symptoms include tachycardia upon standing, blood pooling in the extremities, blood pressure dysregulation, fainting, dilated pupils which cause a sensitivity to light and frequent migraines, chest pains, fatigue, shortness of breath, gastrointestinal motility problems, peripheral neuropathy, and many other symptoms. Autonomic disorders cause so many symptoms, because the autonomic nervous system controls so many different bodily functions. Experts compare the disability seen in POTS to what is seen in COPD and congestive heart failure. I am one of the 25% of people living with POTS who cannot work or attend school, resulting in a substantial economic and social impact to our families and our country as a whole.

Raising awareness about dysautonomia will help other patients get diagnosed in a more timely manner, as many dysautonomia patients suffer undiagnosed or misdiagnosed for many years due to a lack of public and physician awareness about dysautonomia. With your help, we can change that in Townsend!

I have attached a sample proclamation and some information about dysautonomia for your consideration. The proclamation was drafted by Dysautonomia International, a 501(c)(3) non-profit that is dedicated to improving the lives of individuals living with dysautonomia through research, education, advocacy and awareness. If you are interested, you can learn more about POTS and other forms of dysautonomia on their website, www.dysautonomiainternational.org.

Please let me know if your office is able to help us raise awareness of dysautonomia by issuing the attached proclamation declaring October to be Dysautonomia Awareness Month in Townsend. Ideally, we would like to obtain the proclamation in early October so that we can obtain some press coverage about Dysautonomia Awareness Month after the proclamation is issued.

If there is any other information you need, or if you have any questions, please feel free to contact me.

Respectfully,

Kelly McTighe
(978)407-4111
oncelosthorizon@yahoo.com
4 Eastman St.
Townsend, MA 01469-1014

3.A

PUBLIC NOTICE OF VACANCY

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancy is posted:

GIRLS' SCHOOL COMMEMORATION COMMITTEE

By vote of the Board of Selectmen there is hereby established a Girls' School Commemoration Committee. The Committee shall develop an appropriate means for memorializing the former Girls' School at 458 Main Street, West Townsend. The Committee shall be comprised of three/five/seven members.

Individuals interested in serving should forward a Volunteer Response Form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469. Forms are available at Town Hall or at online

http://www.townsend.ma.us/Pages/TownsendMA_Selectmen/volunteer.pdf

September 16, 2015



TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

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

Mark R. Boynton
Chief of Department

Headquarters: 978-597-8150

Fax: 978-597-2711

MEMORANDUM

To: Andrew Sheehan, Town Administrator

From: Mark R. Boynton, Fire – EMS Chief

MRB

Subject: Monument at the Former Girls School

Date: August 10, 2015

On behalf of the Fire Station Committee we would like to request a committee be formed or an existing committee be assigned the task of considering, designing and fund raising to put a monument on the site of the former girl's school located 456 Main Street in West Townsend. As you know the Town has purchased this site for a new West Townsend Fire Station. The Historic District Committee has approved the demolition and removal of the building formerly known as the Girls School and more recently known as the American Legion.

During the hearing with the Historic District it was suggested a monument be erected to recognize the historic significance of this site. We would also suggest and offer one or two pieces of the granite foundation to be utilized for the monument of the Committee is interested.

3.5

Friday Sept 11, 2015

Re: Fax of Open Meeting Complaint

I have mailed my original and a copy to the Board of Selectmen and the Town Clerk. The faxes are to ensure that I am within the 30-day period from 8-11-15. Hard copies were mailed on the 10th of September.

Thank you,
Laura L. Doell
66 Meadow Rd.

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On August 11, 2015 the Townsend Board of Selectmen appointed Mike Turgeon to the Townsend Conservation Commission. This item had been added to the agenda that day, so 48 hour notice was not given. This may have been done to prevent citizens from objecting to his appointment, as the minutes of the applicable Con. Com. meeting, held 8-11-15 show concern about Mr Turgeon's involvement with a pending case in land court. This case concerns a Con. Comm. decision to enforce the 35-foot "no-disturb" buffer zone for a lot Mr. Turgeon had consulted on (K. Hill's lot on Boutelle Road). The Conservation Commission recommended Mr. Turgeon pending a review of his appointment by the A.G.'s office (later switched to Ethics Commission review). The vote to recommend him was not unanimous. Mr. Turgeon reported that he had communicated with the Ethics Commission & reported to Con. Com. Chair John Deroian only.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

I want the Board of Selectmen to adhere to the Open Meeting Laws, and to monitor Mr. Turgeon's participation in anything which relates to Ms Karen Hill's lot on Boutelle Rd. - including discussions about changes to current practice which would affect her lot - for possible violations of ethics rules.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Karen Hill

Date: 9/10/15

For Use By Public Body

For Use By AGO

Date Received by Public Body:

Date Received by AGO:

Andy Sheehan

3.6

From: Carolyn Sellars <casellars@gmail.com>
Sent: Thursday, September 10, 2015 2:31 PM
To: gnclark613@gmail.com; Carolyn Smart; Andy Sheehan
Cc: deronfieldfarm@yahoo.com; Leslie Gabriliska; Townsend CLT
Subject: Request for consolidated review of all New England pipeline projects
Attachments: Request to FERC for Consolidated Review.pdf; Untitled attachment 00046.htm

Good afternoon,

I'm attaching a request I submitted to the Kinder Morgan FERC docket (PF 14-22) today. These comments call for looking at all the gas pipeline projects proposed for New England together and determining first how much gas (if any) we need and then choosing the project(s) or specific parts of different projects that will provide that gas at the least cost (environmentally and economically). This is exactly what National Environmental Policy Act review is meant to do. It is a concept that all stakeholders should easily get behind and support:

- Not taking sides or playing favorites.
- Not making any judgements now about quantity of gas needed (the review process will do that).

I would like the Board of Selectmen to endorse these comments and send them along to FERC making the same request. As elected officials, your voice will be heard more loudly than mine.

I would be happy to meet with you to provide clarification or answer any questions. I look forward to talking with you about urging FERC to undertake this much-needed comprehensive review.

Thank you for your time.

Best regards,
Carolyn

September 10, 2015

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street NE Room 1 A
Washington, DC 20426

re: Tennessee Gas Pipeline Company, L.L.C., Docket No. PF14-22-000

Dear Secretary Bose:

New England is at a crossroads. Federal and state policies are calling for drastically reducing the use of fossil fuels while five different projects are proposing to almost double the amount of natural gas coming to our region. We know we face some tough energy choices. At the same time many of us face a crisis in trust. Processes that we believed were supposed to ensure that federal actions protected the public end up appearing only as check boxes on a long road toward pre-determined approval of a litany of projects. FERC knows about multiple independent proposals all claiming to meet what they claim is a natural gas capacity constriction. These projects may well be redundant with each other and with existing projects that FERC determined were necessary but now sit underutilized.

One way FERC could re-gain the public's trust is to combine the various proposals from Kinder Morgan, Spectra Energy, Portland Natural Gas, and their various partners into one regional Environmental Impact Statement and one coordinated FERC process. Indeed, National Environmental Policy Act (NEPA) review requires nothing less. Added together, these proposals could almost double the gas supply to New England at a time when the federal Clean Power Plan (CPP) and the MA Global Warming Solutions Act (GWSA) are demanding that we greatly reduce our consumption of fossil fuels.

Kinder Morgan admits that other projects could meet the same needs as their proposed NED project:

"...without the proposed Project, other natural gas transmission companies will be required to increase their capacity and construct new facilities to meet the existing and growing demand for the additional transportation capacity. Such action will only result in the transference of environmental impacts from one project to another but will not eliminate such impacts in their entirety." (Resource Report 10 - Alternatives, July 2015, p. 10-2)

Since Kinder Morgan acknowledges that the alleged need met by NED could be met by the competing projects, it makes sense that all the projects be analyzed together to see which one, if any, or which combinations of projects, would satisfy any demand with least impact to the environment and affected land owners.

A consolidated New England pipeline project analysis is precisely the situation that calls for a comprehensive National Environmental Policy Act (NEPA) review. On December 18, 2014, the Council on Environmental Quality (CEQ) issued guidance on the effective use of "programmatic" NEPA reviews. The guidance recommends agencies consider a programmatic review when "***making decisions on common elements or aspects of a series or suite of closely related projects;***" and, as a way to "***avoid 'segmenting' the overall program from subsequent individual actions and thereby avoid unreasonably constricting the scope of environmental review.***" (December 2014 CEQ Guidance, p.15-16, *emphasis added*)

Specific actions listed in the December guidance as appropriate for a programmatic NEPA review include those that FERC and other Federal Agencies are now considering for several pipeline projects in New England:

Approving Multiple Actions. *Decision to proceed with multiple projects that are temporally or spatially connected and that will have a series of associated concurrent or subsequent decisions. Programmatic examples include:*

- o Several similar actions or projects in a region or nationwide (e.g., a large scale utility corridor project); or*
- o A suite of ongoing, proposed or reasonably foreseeable actions that share a common geography or timing, such as multiple activities within a defined boundary (i.e., Federal land or facility). (December 2014 CEQ Guidance, p.14)*

The Northeast Gas Association (http://www.northeastgas.org/pdf/system_enhance0715.pdf) provides a list of planned pipeline projects in the northeast including the FERC status of each project:

- Tennessee Gas/Kinder Morgan CT Expansion – Application filed with FERC
- Spectra Atlantic Bridge – In FERC pre-filing
- Tennessee Gas/Kinder Morgan Northeast Energy Direct – In FERC pre-filing
- Spectra Access Northeast – Open Season 2015
- Portland Natural Gas “C2C” Project – Open Season 2015

The above pipeline proposals share a common geography and timing. All have potential impacts on a range of resources and involve many local, state and regional stakeholders. Together these projects total 2.66 Bcf/d of increased natural gas capacity. Adding the recently (March 2015) approved Spectra AIM project, the total reaches close to 3 Bcf/d of additional gas capacity into New England. If Kinder Morgan chooses to go back to the 2.2 Bcf/d NED project as originally proposed, it will be close to 4 Bcf/d additional capacity. Clearly the capacity of all these projects taken together far exceeds any potential shortfall in even the most aggressive demand scenario. They are redundant and cannot cite the same “need” or be considered independently. **These projects constitute alternative solutions to the same potential need and must be reviewed as such under NEPA.**

A combined programmatic review would allow the various agencies an opportunity to “*propose standard mitigation protocols and/or operating procedures in a programmatic NEPA review and thereby provide a framework and scope for the subsequent tiered analysis of environmental impacts.*” (December 2014 CEQ Guidance, p.23) As the December 2014 guidance document states:

Programmatic NEPA reviews provide an opportunity for agencies to incorporate comprehensive mitigation planning, best management practices, and standard operating procedures, as well as monitoring strategies into the Federal policymaking process at a broad or strategic level. These analyses can promote sustainability and allow Federal agencies to advance the nation’s environmental policy as articulated in Section 101 of NEPA. (December 2014 CEQ Guidance, p. 35)

Combining the projects in a programmatic review would foster an open and transparent process, not just for the potential environmental impacts, alternatives and mitigation measures but also for the needs analysis critical to understanding and quantifying both the No Build alternative as well as various alternatives by different gas transmission companies.

The FERC NEPA review for these combined projects needs to determine:

1. What amount of gas, if any, is needed to meet the threshold of public convenience and necessity which would most certainly result in takings of hundreds of private properties by eminent domain? Please keep in mind that two offshore LNG “energy bridge” terminals that FERC recently determined were absolutely “necessary” for New England, now sit essentially idle after the costs and environmental impacts associated with their construction have already occurred.
2. What is the best way to meet any gas need while minimizing project impacts? This could be by choosing one particular project or perhaps it is parts of several different proposals that best meets the needs with the least impact.
3. In assessing the needs of the electric generation market, the NEPA review should include the results of the study MA Attorney General Maura Healey is undertaking to determine electric reliability needs including what gas capacity we need for electricity generation through 2030. The results of that study, expected in October, will provide answers to whether or not new pipeline capacity is really needed to serve the electric generation market and if so, will properly define and dimension that need.
4. In assessing the amount of the gas contracted through the various LDC proposals, the review should include an analysis of how much of the LDC demand is currently replacing expiring volumes already under contract? How much is for future demand? How much is to arbitrage?
5. The No Action Alternative should consider whether further investments by LDC's in repairing widespread and long-standing leaks in the distribution systems and providing increased incentives for people with older gas furnaces and appliances to upgrade to more efficient ones would negate the need for any new pipeline, while at the same time help met the state's obligation under the GWSA.
6. The No Action alternative should address the feasibility of increased use of already constructed onshore and offshore LNG facilities to cover any limited shortfalls, which appear to be limited to a few days per year. FERC must contrast the relative environmental impacts of construction of pipelines to this alternative, given that the construction impacts associated with the LNG terminals have already occurred.
7. The EIS for a regional gas transmission study should acknowledge the specific projects proposed in response to the New England Clean Energy Plan RFP (<http://cleanenergyrfp.com/>) and fully consider their timing and future presence in assessing the need for increased natural gas in evaluating the No Action Alternative. The No Action Alternative must also evaluate whether the import of 2400 MW of additional hydroelectric power by 2020 as proposed by Governor Baker fully meets or greatly reduces the need for the project in the No Action Alternative.
8. The role of export in any proposed pipeline capacity expansion needs to explicitly explained. People bearing the impacts and loss of property need to know where the gas is going. If export is identified as a “need” for increasing pipeline capacity to and through New England, an alternative that needs to be considered is serving the export market by sending gas on existing pipelines south to existing export facilities on the Gulf and Mid Atlantic Coasts.
9. In comparing and contrasting the NED project and other natural gas transmission projects, the relative impacts of increased natural gas use on greenhouse gas emissions must be considered. The EIS should specifically address consistency with the federal CPP and MA GWSA. It

should compare and contrast the proposed projects with increased reliance on renewable energy sources, increased efficiency incentives, gas savings from leak repairs, and other ways which may be more consistent with CPP and GWSA.

10. If increased natural gas is primarily a bridge fuel as many of the project proponents are claiming, then these projects should be considered only a potential temporary solution. The temporary nature of increased need, if in fact additional pipeline capacity is needed at all, must be taken into account in comparing the permanent loss of critical forested habitat associated with the projects to other short-term solutions, such as increased use of our currently underutilized LNG terminals using existing infrastructure.

FERC needs to look at the larger picture of natural gas capacity in New England by combining the various proposals into a single, comprehensive NEPA review as suggested. This consolidated review is required for FERC to fulfill its obligation to *“use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Americans”* as specified in Section 101 of the National Environmental Policy Act.

Thank you again for the opportunity to comment. I would be pleased to answer any questions or provide any clarification.

Most sincerely,
Carolyn Sellars

Townsend, MA
casellars@gmail.com

cc: Senator Warren
Senator Markey
Representative Tsongas
Representative McGovern
Governor Baker
Lt. Governor Polito
Attorney General Healy
MA Senate President Rosenberg
MA State Rep. Harrington
MA State Sen. Flanagan
Christy Goldfuss, Managing Director, Council on Environmental Quality
Matthew Beaton, MA Secretary of Energy and Environmental Affairs
Townsend Board of Selectmen

VOLUNTEER RESPONSE FORM

A.1



Town government needs citizens who are willing to give time in the service of their community. The Talent Bank is a means of compiling names of interested citizens to serve, on a voluntary basis, on boards and committees. This file is available for use by the public as well as the Moderator and the Selectmen.

Talent Bank files are being updated to include categories consistent with the changing needs of the town.

Indicate your order of preference and return the form below to:

Talent Bank c/o Board of Selectmen
272 Main Street
Townsend, MA 01469

Name: John Francis Hughes Telephone No. (978) 597-8344
 Work No. () Ret Cell No. () _____ e-mail Hughes John 50@yahoo.com
 Address: 27 Walnut St Townsend, Ma 01469
 Occupation: Retired
 Amount of time available (per week/per month): what ever needed
 Background/Experience worked at M.I.T. as an electronic tech
deacon of my church

LIST ORDER OF PREFERENCE

<i>Land Use and Preservation</i>	<i>Culture/Recreation</i>	<i>Other</i>
Conservation Commission	275th Anniversary Committee	Board of Registrars
*Planning Board	Cultural Council	Election Officials
Development & Industrial Commission	*Amanda E. Dwight Entertain.	Townsend Emergency Mang. Agency
Zoning Board of Appeals	American Flag Committee	Memorial Hall Restoration Committee
Historic District Commission	James H. Tucker Fund Committee	*Water Commission
Master Plan Committee	*Cemetery & Parks Commission	West Townsend Reading Room ✓
Fence Viewer	*Recreation Commission	*Republican Town Committee
	*Library Trustees	*Trust Fund Commissioners
		*Democratic Town Committee
<i>General Government</i>	<i>Other</i>	<i>Human Services</i>
*Board of Selectmen		*Board of Health
Finance Committee		Council On Aging
*Moderator		*Trustees of Soldiers' Memorials
*Assessors		Abram S. French Fund Committee
Town Properties Committee	<i>School Committee Rep</i>	
Constables	Nashoba Valley Tech High School	<i>Housing</i>
Capital Planning Committee	North Middlesex Regional High School	*Housing Authority
Strategic Planning Committee		
Cable Television Advisory Committee		

want to be a committee member of WTRR

**Unless a vacancy exists on an Elected Board prior to an Election, all * (asterisks) positions require nominations papers. Please see the Town Clerk for further information.*



TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

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

4.2

Mark R. Boynton
Chief of Department

Headquarters: 978-597-8150

Fax: 978-597-2711

To: Andrew Sheehan, Town Administrator
From: Mark Boynton, Fire Chief *MRB*
Subject: New Hires
Date: September 4, 2015

Respectfully request the Board of Selectmen approve the hiring of the following personnel to join our team.

All have been recommended by an interview panel consisting of Townsend Fire/EMS Officers or staff and Paramedics.

All have successful completed an pre-employment physical and CORI background check.

Nicholas Newell – 202 Old Meeting House Rd Townsend, MA – On-call Firefighter.
Tabata Costanzo – 32 Ponderosa Drive, Townsend, MA– On-call and Per Diem EMT
Brian Harking – 25 Federal Street, Hudson NH – Per Diem Paramedic
Robert Hayes – 5 Adams Rd, Hubbardston, MA – Per Diem Paramedic
Amy Cotter – 5 Regen Rd, Townsend, MA – On-call and Per Diem EMT

WATER SUPERINTENDENT**Position Purpose:**

Performs professional and management work in directing the operations and maintenance of the Water Department. The Water Superintendent controls and directs the entire water pumping and distribution operation for the Townsend Water Department. The position is responsible for the maintenance, operation, and emergency repair of pumping and related equipment. Responsible for coordinating and the testing of water quality. Manages Water Department staff. Performs all other related work as required.

Supervision:

Supervision Scope: Performs highly responsible duties of both an administrative, supervisory, and technical nature requiring the exercise of independent judgment in the administration, operation, and maintenance of the municipal water system.

Supervision Received: Works under the policy direction of the Water Commissioners.

Supervision Given: Supervises all departmental employees, developing job direction, assigning tasks and instructions, and evaluating personnel performance.

Job Environment:

Occasionally work is performed outdoors, near hazards associated with construction sites, along or across streets and roads, extreme weather conditions and loud noise; The majority of work is spent indoors in an office setting; occasionally is subject to caustic chemicals associated with water treatment; required to attend evening meetings.

Operates automobile, light trucks, backhoe/loader; operates computer and standard office equipment; makes adjustments on chemical feed pumps.

Makes regular contact with other municipal departments, town and state officials, various associations and civic groups, the general public, vendors, regulatory officials, the media, developers, engineering firms, and outside contractors.

Errors could result in danger to public health and safety, time and monetary loss, loss of service, injury to self and/or others, damage to buildings or equipment, and have significant legal repercussions.

Essential Functions:

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

Works with the Board of Water Commissioners to develop department policies and procedures, submit budgets, make recommendations for future projects and improvements to purchases.

GRADE: T-9

Manages and oversees all operations of the department and maintenance tasks in all distribution facilities.

Occasionally assists in work details involving service repair and installation, water-main repair and installation, hydrant repair and installation, chemical feed repairs and installation and other maintenance tasks.

Attends various meetings on behalf of the department, including but not limited to conservation, engineering, various water association meetings, state and federal governmental meetings, chemical consortium meetings, local government town meetings and board of selectmen meetings.

Develops and maintains construction and material specifications.

Processes and maintains up to date knowledge of state and federal rules and regulations pertaining to the distribution, operations, treatment and overall water quality of a public water system.

Enforces compliance with department rules and regulations, and construction specifications. Provides department with leadership, technical and regulatory guidance. Assigns and delegates work assignments.

Ensures employees maintain proper licensing and training and follows proper safety procedures.

Calculates costs for services and maintains up to date costs and inventory for supplies and materials.

Finds solutions to inter-departmental human resource issues.

Interface with other town officials and department heads on a frequent basis.

Works and is available for on-call duties on a rotating schedule with other water technicians.

Maintains basic knowledge of proper public procurement procedures in order to purchase equipment and supplies.

Collects routine water quality samples in accordance with state and federal requirements.

Develop and maintain proper emergency response procedures to address water quality contamination and or supply problems.

Develops and maintains mutual aid contract/agreement to receive, or offer assistance to or from other water suppliers within the State.

GRADE: T-9

Maintains a familiarity with current techniques and state-of-the-art water systems technology by attending professional meetings, seminars and training courses as they are offered and as time and budget limitations allow.

Maintains the overall responsibility for the Department's budget, billing, and collection functions, payroll computation and other administrative tasks and supervise the office personnel who perform said tasks.

May occasionally perform laboring duties incidental to the supervision of on-site work in the field.

Responsible for preparing and submitting state, federal, and town reports as required.

Performs similar or related work as required or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

Associates Degree in water related sciences; four years experience in water systems operation and maintenance, two years of which involve supervisory responsibilities; or High School diploma; Eight years experience in water systems operation and maintenance, two years of which involve supervisory responsibilities

Special Requirements.

Valid Class D Driver's License.

Mass. Drinking Water Grade D2 (distribution) operator certification

Mass. Drinking Water Grade T1 (Treatment) Operator Certification

Restricted 2B Hoisting Engineer license.

Knowledge, Ability and Skill:

Knowledge. Thorough knowledge of the principles, procedures, methods, equipment, materials, and tools employed in the operations and maintenance of the municipal water system; thorough knowledge of the water distribution system; thorough knowledge of the hazards and safety precautions involved in water distribution construction and repair work; thorough knowledge of Massachusetts drinking water regulations, guidelines, and policies for public water systems; requires basic knowledge of basic computer skills in word processing, spreadsheets.

Ability. Ability to plan, assign, supervise, coordinate, and review the work of the Water department; ability to read, interpret, and apply drawings and specifications for work supervised. Ability to enforce regulations firmly, tactfully and impartially. Ability to establish and maintain effective working relationships with subordinates, other personnel, and the general public; requires the ability to communicate with the public with tact in a respectful, patient, and courteous manner in answering questions and or resolving issues. Ability to write contract specifications for equipment and supplies; ability to communicate effectively orally and in writing.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort generally required when working under typical office conditions. More than moderate physical effort demanded during field inspections, may lift/push/move up to 60 pounds occasionally. Ability to operate a motor vehicle. Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

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