



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

Sue Lisio, *Chairman*

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*

Andrew J. Sheehan,

Town Administrator

Office (978) 597-1701

Fax (978) 597-1719

REVISED

AGENDA

FEBRUARY 3, 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: **Add 3.13; amend 3.4, 4.1, and 4.2**
- 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: January 6 and 13, 2015. Votes may be taken.

II APPOINTMENTS AND HEARINGS

- 2.1 6:15 North Middlesex Regional High School inspections: discussion of inspection fees for the High School building project. Votes may be taken.
- 2.2 6:30 Curbside Solid Waste Collection: Discussion of procurement for collection of solid waste. The Board of Health and Finance Committee have been invited to attend. Votes may be taken.
- 2.3 7:00 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint the following to the Townsend Police Department. Votes may be taken.
 - Mark Giancotti as Lieutenant for a term through June 30, 2015, contingent on negotiating a contract;
 - Kimberly Mattson as Sergeant for a term from January 27, 2015 to June 30, 2015;
 - Randy Girard as Sergeant for a term from January 28, 2015 to June 30, 2015.
- 2.4 Executive Session pursuant to GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel. Votes may be taken.

III MEETING BUSINESS

- 3.1 Update on Kinder Morgan gas pipeline project. Votes may be taken.
- 3.2 Discuss the process for Selectmen to follow in requesting information, adding items to the agenda, and providing updates/reports. Votes may be taken.
- 3.3 Townsend Home Rule Charter, s. 3-2(b), Selectmen, Powers and Duties: Discussion of the powers and duties on the Board of Selectmen. Votes may be taken.
- 3.4 Review and approve change orders for Weston & Sampson Engineers for its contract for installation of the SCADA system at the Water Department. Votes may be taken.
 - -\$1,109.49 (credit)
 - ~~\$31,250.00~~
- 3.5 Review and discuss vehicle assignment policy. Votes may be taken.
- 3.6 Review and approve one day liquor license for John King c/o Friends of the Townsend Library for a charity event at the Townsend Public Library/Meeting Hall, 12 Dudley Road, on February 28, 2015 from 6:00-9:00PM. Votes may be taken.
- 3.7 FY16 Capital Budget: review and discuss Selectmen capital budgets. Votes may be taken.
- 3.8 FY16 operating budget: continue to review and discuss Selectmen budgets. Votes may be taken.

- 3.9 Review and approve c. 90 Project Amendment for Mason Road in the amount of \$1,901.90. Votes may be taken.
- 3.10 Review and approve c. 90 Final Report for Emery Road in the amount of \$264,540.50. Votes may be taken.
- 3.11 Review and approve c. 90 Final Report for Spaulding Street in the amount of \$5,784.26. Votes may be taken.
- 3.12 Review request of Town Administrator Andrew Sheehan to enter into a contract to perform a non-union compensation plan update. Votes may be taken.
- 3.13 Authorize deficit spending for snow and ice pursuant to G. L. c. 44, s. 31D. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review and approve request of the Energy Committee to appoint Brent Carney to the Energy Committee for a term from January 27, 2015 to June 30, ~~2017~~ 2015. Votes may be taken.
- 4.2 Review and approve Town Administrator Andrew Sheehan's ~~hiring~~ recommendation ~~for a~~ to hire Kate Stacy as Treasurer-Collector. Votes may be taken.
- 4.3 Review request from the Council on Aging to appoint Cheryl Simoneau to the Council on Aging Board for a term from January 13, 2015 to June 30, 2018. Votes may be taken.

V WORK SESSION

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

- VI EXECUTIVE SESSION:** pursuant to GL c. 30A, s. 21(a)(6) to consider the purchase, exchange, lease, or value of real property. Votes may be taken.



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1.7

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

I PRELIMINARIES

- 1.1 At 6:00PM the Chairman called the meeting to order. Roll call showed Sue Lisio, Chairman (SL), Colin McNabb, Vice Chairman (CM), and Carolyn Smart, Clerk (CS) present.
- 1.2 Pledge of Allegiance observed.
- 1.3 Announcement that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions: Postpone 3.3, move the executive session to the end of the meeting.

II APPOINTMENTS AND HEARINGS

- 2.1 2015 local election: Town Clerk Kathy Spofford was present to discuss the 2015 local election. Open positions will be posted on the Town website under elections. Papers are available January 12, 2015 through March 6, 2015 and must be in by March 9, 2015. 33 signatures of registered voters are needed, KS advised obtaining at least 40. No votes were taken.
- 1.5 Town Administrator updates and reports:
 - Town Administrator Andrew Sheehan (AS) reminded that the Special Town Meeting would be held tomorrow, January 7, 2015 at Hawthorne Brook School at 7:30PM. He instructed the public to go directly to Hawthorne Brook and said parking is available in the back.
 - Library started Sunday hours through March 29, 2015. Open from 1-5PM.
 - Bi-weekly payroll for town employees will begin in April 2015.
- 1.6 Board of Selectmen announcements, updates, and reports:
 - SL received email from BOH re: trash collection meeting-SL, CM, and CS all have prior commitments, SL suggested inviting BOH to come to the next BOS meeting, to include Capital Planning as well as Finance Committee-meeting scheduled for January 27, 2015.
 - CS and Board congratulated firefighters Kathleen Beal, Michael Marchand and Michael Whittier on completing Firefighter level One and Firefighter level Two, as well as firefighter Kathleen Beal receiving Martin McNamara Award.
 - CS alerted the town of the Capital Planning meeting scheduled for February 12, 2015 at 5:30PM
 - CS discussed with AS the audit in the tax collector's office that needs to be done, AS answered that the law is unclear on who is responsible for doing it and it was not something that was budgeted for. CS spoke to DOR and confirmed that the town is responsible. SL asked when the next audit would be, AS said it would be occurring in February or March, SL suggested that the coming audit would rectify CS concerns.

- CS asked that since no Town Meeting had occurred at this point where funds came from to pay for the \$50,000 pay down of debt. AS responded that it came from available funds until such time as the Town Meeting appropriates funds.
- CS brought up Route 13 would fall under Chapter 90 and be fixed.
- CS discussed plans for the annex building.
- CS discussed timesheets and said that all timesheets need to be the same and include a stop/start time. AS to discuss with treasurer.
- CS brought up concerns regarding vehicle assignment and policy-BOS need to sign and approve if vehicles are being brought home. AS to remind department heads of this policy.

- 1.7 Approval of meeting minutes: December 2 and December 9, 2014.
CS found errors in December 2 notes, will send corrections to AS. CS moved to approve the minutes from the December 9, CM seconded. Unanimous.

III MEETING BUSINESS

- 3.1 Kinder-Morgan Northeast Direct Pipeline: Project Update- AS reported that not much has changed since last meeting: the preferred route has been formally changed, a lateral pipeline will most likely still go through Townsend, notifications not sent out as of yet. Kinder Morgan will meet one on one with affected landowners. Same number of landowners being effected as originally anticipated, but now in different locations due to the route change. No votes were taken.
- 3.2 Special Town Meeting: Review and discuss the Special Town Meeting on January 7, 2015. Meeting will commence at 730PM at Hawthorne Brook School. Notices up at the school and one social media. Motions will be distributed before the meeting in Selectmen Chambers. Articles have not changed. No votes were taken.
- ~~3.3 Review guidance document for vacation accruals. Votes may be taken.~~
- 3.4 Discuss adoption of GL c. 32B, s. 9A relative to health insurance benefits for retirees. CM discussed timeframe for presenting at annual Town Meeting, suggested survey be sent out to current employees to find out interest levels. Talked about the benefits working towards retention for employees as well as this being a timely, involved project. CM offered to be point person. SL motioned to authorize CM to work with AS to develop the survey and present to the BOS before being sent out. CS seconded. Unanimous.
- 3.5 FY16 budget: review and discuss Selectmen budgets: AS presented draft budgets for the departments that are under the Board of Selectmen. In the Selectmen's Department he proposed to increase the professional services line by \$3600. He said the additional funds would be used for training and consulting services when unexpected needs come up; he pointed out that the office is still running at a lower staff level than three years ago. CS disagreed with the budget and requested a better understanding of what money would be for. CS said that training funds should be taken out of department budget, as well as the available free training offered through insurance. AS proposes no changes for Legal counsel. He proposes a slight increase to MIS to increase equipment support line, as well as professional services. AS brought up a policy item for the Board to consider: whether to continue to outsource IT or bring it in house. There are benefits to both and it should be discussed further. Other discussion involved expanding facilities to incorporate Fire/EMS. CM agreed that town wide maintenance is a good idea, CS does not agree, believes a better breakdown of current maintenance is needed.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint Michael Marchand as a full time interim Police Officer at recruit rate and placed on a training waiver prior to acceptance at the Police Academy for a term from January 19, 2015 to June 30, 2015. Chief believes Michael Marchand to be a solid choice. CS moved to approve the request of the police Chief Erving Marshall to appoint

Michael Marchand as a full time interim Police Officer at recruitment rate and placed on a training waiver prior to acceptance at the Police Academy for a term effective January 19, 2015 to June 30, 2015. CM seconded. Unanimous.

- 4.2 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint the following Ashby Police Officers as Special Police Officers for a term from January 6, 2015 to June 30, 2015. CM moved to approve the request of Police Chief Erving Marshall to appoint the following Ashby Police Officers as Special Police Officers for a term from January 6, 2015 to June 30, 2015:

Derek J. Pepple, Patrolman

John R. Dillon, Patrolman

Shawn R. McCluskey, Patrolman

Brian F. Vautour, Patrolman

Erik C. Salo, Reserve Officer

Glenn J. Casey, Reserve Officer

Anthony C. Montesion, Reserve Officer

Fred S. Alden, Interim Chief of Police

CS seconded. Unanimous.

V WORK SESSION

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

EXECUTIVE SESSION: Executive Session under the following. Votes may be taken.

- GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and
 - GL c. 30A, s. 21(a)(1) to discuss complaints against a public officer, staff member, or individual.
- CS moved to enter executive session under GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel. CM seconded. CS aye, CM aye, SL aye.

CS moved to enter executive session under GL c. 30A, s. 21(a)(1) to discuss complaints against a public officer, staff member, or individual, and to adjourn without returning to open session. CM seconded. CS aye, CM aye, SL aye.

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



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AGENDA
JANUARY 13, 2015, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 6:00PM the Chairman called the meeting to order and roll call showed Sue Lisio, Chairman (SL), and Carolyn Smart, Clerk (CS) present. Vice Chairman Colin McNabb was absent.
- 1.2 Pledge of Allegiance: The Board observed the Pledge of Allegiance.
- 1.3 SL announced that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions: Item 2.1 was deleted from the agenda.
- 1.7 Approval of meeting minutes: December 2 and 16, 2014, and January 7, 2015. CS moved to approve the minutes from December 2 and 16, 2014 and January 7, 2015. SL seconded. Unanimous.

III MEETING BUSINESS The Board took items out of order until the appointed hour.

- 3.1 Discuss Board of Selectmen member requests for information and process to be followed. SL discussed adopting a policy addressing how member requests are handled in an effort to keep all Board members informed, Town Administrator Andrew Sheehan (AS) offered an example of reports to coincide with the request of information. CS said anyone can ask for information. It was decided to hold off on further discussion until all members of the Board are present and for AS to research options. No votes were taken.
- 3.2 Review request to declare surplus certain office equipment and supplies of the Water Department. CS moved to declare as attached the following computer equipment that have been determined to have little to no value. SL seconded. Unanimous.
- 3.3 Review and approve change orders for Weston & Sampson Engineers for its contract for installation of the SCADA system at the Water Department. CS moved to approve the change order request for the water system SCADA system upgrade in the amount of \$13,765.95. SL seconded. CS added that she is a part-time employee of the Water Department but has no financial interest in the contract and there is a legal opinion on file at the Town Clerk's office. Unanimous.
- 4.1 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint John Morreale as a Special Police Officers for a term from January 13, 2015 to June 30, 2015. CS moved to appoint John Morreale as a Special Police Officer for a term effective January 13, 2015 to June 30, 2015. SL seconded. Unanimous.
- 5.1 Review and sign payroll and bills payable warrants. CS moved to review and sign the payroll and bills payable warrants out of session. SL seconded. Unanimous.
- 3.6 Review and approve one day liquor license from John King c/o Friends of the Townsend Library for a charity event at the Townsend Public Library/Meeting Hall, 12 Dudley Road, on February 28, 2015 from 6:00-9:00PM. CS moved to approve the one day liquor license from John King, care of the Friends

of the Townsend Library for a charity event at the Townsend Public Library/ Meeting Hall, 12 Dudley Road, on February 28, 2015 with serving hours from 6:00-9:00PM. SL seconded. 1-1 motion does not pass.

1.5 Town Administrator updates and reports:

- Chapter 90 authorization has been increased by about \$213,000.
- Route 13 reconstruction: Plans are reaching 25% stage and will be sent to MassDOT for review and to add to the transportation improvement plan (TIP). It could be several years away, but when plans are done it may be able to leapfrog other projects on the TIP list. There is about \$70,000 worth of work the town will have to pick up.

II APPOINTMENTS AND HEARINGS

~~2.1 6:05 Review and approve request of Police Chief Erving M. Marshall, Jr. to appoint the following to the Townsend Police Department. Votes may be taken.~~

- ~~• Mark Giancotti as Lieutenant for a term through June 30, 2015, contingent on negotiating a contract;~~
- ~~• Kimberly Mattson as Sergeant for a term from January 13, 2015 to June 30, 2015;~~
- ~~• Randy Girard as Sergeant for a term from January 14, 2015 to June 30, 2015.~~

2.2 6:15 Cable Television Public Hearing to take public input on whether Comcast is in compliance with its current license and determine the Town's future cable related needs; and determine whether to issue a cable license to Comcast. CS started by reading legal notice. SL opened the hearing, AS introduced William Hewig, (WH) from Kopelman and Paige, the Town's legal counsel. The Cable Advisory Committee was called to order at 6:18PM. Committee members present were Stan Dillis, Steve Cloutier, and John DeAngelillo. WH explained the reasons for having a public hearing regarding the cable television franchise. The Committee believes it is close to coming to an agreement with Comcast. AS reported that a draft of the contract was in the Board's packet. The major items of the negotiations are if Comcast will install cabling to areas of the town that do not currently have access, the takeover of the studio, and the founding of an access corporation. Cable Advisory Committee and WH are both confident the agreement will be reached, costing subscribers a few cents more a month. The studio turnover timeline will be nine (9) months from the signing of a new agreement. WH will work with AS to come up with Not For Profit options to run the local access. SL expressed her appreciation for all the hard work that was put forth. CS moved to close the hearing at 6:50PM, SL seconded. Unanimous.

1.5 Town Administrator updates and reports (cont):

- AS attended an event for the announcement of the Nashua River Wild and Scenic Study Act, which involves a study of segments of the Nashua River, the Nissitissit River and the Squannacook River which is a step on the way to a potential designation of segments of the three (3) rivers as a National Wild and Scenic River.
- Update on the pipeline from Kinder Morgan: open houses from Kinder Morgan will begin January 27, 2015 in Milford NH. Information on the open houses will be available on the Town website. Kinder Morgan has also begun reaching out to home owners being affected. In Townsend, the pipeline will affect the landfill, not clear where exactly it will hit as of yet. Conservation Commission is still involved on all developments of this project.
- The low demand study came out today, and it seems there is a demand for additional gas supplies, AS needs more time to go over the information and will report back.

1.6 Board of Selectmen announcements, updates, and reports:

- CS discussed vehicle assignment, including possibly a policy involving clarification for bringing on-call vehicles home. Policy will be brought up in a future agenda to discuss further.
- CS brought up the Fire Dept. using the annex building for the term of the relocation instead of the trailers. AS said that the Chief had looked at all options and weighed the costs associated. The Chief discussed it with the Finance Committee in the fall and they agreed with his decision to use trailers. The trailers were the most cost effective, however can invite the Chief to a

meeting to explain further, however the trailers had already been ordered. Decided it would be unnecessary to bring the Chief in at this point.

- CS asked about donation agreement for the Fire Station, AS answered that it had been submitted to the donor's representative and should be completed soon.
- CS brought up the additional release of Chapter 90 money and possibly using it to design the sidewalks and rail trail that was discussed in early November. AS said that Ed Kukkula from the Highway Department would be at the next meeting to discuss the pavement management plan. He suggested bringing it up at that time.
- CS questioned the tax collector/treasurer position that was posted and said it did not include a starting salary. Also, discussed the selection process for the position and who would conduct the interviews. It was decided that AS would do the initial screening and forward resumes to Board members.
- SL and CS discussed the inspections for the new High School and requested that AS prepare a recommendation as well as a proposed solution as to how the accounting will work. SL clarified that it was not permit fees being discussed, it was inspection fees. SL requested that AS prepare a document showing permits by type in recent years.
- SL discussed reviewing the Selectmen Policy concerning IT and Town computers being used by employees and requested AS send the Board the most recent policy for review at a future meeting.

3.4 FY16 operating budget: continue to review and discuss Selectmen budgets. CS moved to table item 3.4 until a full board was present. SL seconded. Unanimous.

3.5 FY16 Capital Budget: review and discuss Selectmen capital budgets. CS moved to table item 3.5 until a full board was present. SL seconded. Unanimous.

CS moved to adjourn at 7:45PM. SL seconded. Unanimous.

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



2.1

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MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

DATE: January 22, 2015

SUBJ.: Inspection Costs
North Middlesex Regional High School Building Project

At the direction of the Board, I met recently with Town Accountant Terry Walsh regarding the most appropriate way of accounting for the inspection costs associated with the High School building project. Ms. Walsh contacted the Department of Revenue (DOR) for guidance in this regard. The DOR recommends establishing a departmental revolving fund under MGL c. 44, s. 53E ½. A copy of the statute is attached.

A departmental revolving fund will allow the Town to assess a fee to offset the cost of inspections for the project. The inspection fees would be kept in a separate dedicated account; they would not be deposited into the general fund. Inspectors can be paid from the revolving fund. As the fund becomes depleted the Town can assess additional fees to cover the costs of inspections. In this way the Town will not "make money" off the project and the project will be assessed only for the Town's actual inspection costs.

Establishing the revolving fund requires a vote of Town Meeting and annual reauthorization. This is the process we follow with other revolving funds, such as the Recreation, Recycling Center, and others. At the conclusion of the project the account will simply not be reauthorized and will be closed out.

Another question is whether to pay the inspectors on a stipend or hourly basis. It is my recommendation that they be paid hourly. While a stipend provides budget certainty, paying according to hours worked is more widely accepted. Furthermore, it provides protection for the employees and allows us to show the taxpayers of the three communities that compensation is directly related to hours worked.

MUNICIPAL FINANCE

town manager and only for the purpose of operating self-supporting recreation and park services. The city auditor or town accountant shall submit annually a report of said revolving fund to the mayor, city council, city manager, board of selectmen or town manager for their review and a copy of said report shall be submitted to the director of the bureau of accounts; provided, however, that funds in said revolving fund shall not be used for the purpose of paying any wages or salaries for full-time, as defined in the guidelines issued by the director of accounts, recreation and park employees; provided, further, that the unreserved fund balance shall not exceed ten thousand dollars at the close of each fiscal year and any such amount in excess of ten thousand dollars shall be paid into the city or town treasury as provided in section fifty-three.

A city or town which has accepted the provisions of this section may, in like manner, revoke its acceptance; provided, however, that any city or town may require by by-law or ordinance, that the provisions of this section may be subject to annual authorization by a vote of the annual town meeting or city council.

Added by St.1977, c. 665. Amended by St.1986, c. 63; St.1989, c. 223; St.1992, c. 42.

§ 53E. Agencies, boards, etc.; annual operating costs; offset by estimated receipts of user fees

Notwithstanding the provisions of section fifty-three, a city or town which accepts the provisions of this section may specify when making an appropriation for the annual ordinary operating costs of any agency, board, department or office of said city or town that such costs may be offset, in part or in the aggregate, by the estimated receipts from the fees charged to users of the services provided by such agency, board, department or office.

The use of such fees shall be limited to an amount not to exceed the actual amounts received during the previous fiscal year or such other estimated amount as may be approved, in advance of appropriation, by the commissioner of revenue or his designee, and which is based upon adequate documented material supporting such estimated amounts.

Receipts so allocated shall be deposited in a special account by the city or town treasurer or otherwise specifically identified and may be expended for the purpose allocated without further

appropriation. Any balance in such accounts at the end of the fiscal year shall be deposited into the general treasury of the city or town.

Any deficit resulting from any city or town acting under the provisions of this section shall be reported by the auditor, accountant or other officer having similar duties, or by the treasurer if there be no such officer, to the assessors, who shall include the amount so reported in the aggregate appropriations to be assessed in the next subsequent annual tax levy, unless the city or town has provided funds to eliminate such deficit. Any deficit so incurred must be raised by taxation and shall be subject to all applicable provisions of chapter fifty-nine.

Each agency, board, department or office shall prepare an annual report of the change in cash balances in such entity which shall detail the cash receipts and disbursements for the year and shall be submitted to the mayor, city council, city manager, board of selectmen or town manager for their review and a copy of said report shall be submitted to the director of the bureau of accounts. Such report shall be prepared and submitted within forty-five days after the close of the fiscal year.

All such sums, so allocated, shall be treated as amounts voted from available funds for the purpose of deduction in accordance with the provisions of section twenty-three of chapter fifty-nine. All amounts voted from available funds shall be itemized in a schedule, on a form approved by the commissioner of revenue, prepared by the city or town clerk and included with the submission for approval of the tax rate by the commissioner of revenue as provided in section twenty-three of chapter fifty-nine. The assessor shall further attest, on said schedule, that the receipts itemized therein have not been included in any other deduction from the gross amounts to be raised.

Added by St.1981, c. 339, § 1.

§ 53E½. Revolving funds

Notwithstanding the provisions of section fifty-three, a city or town may annually authorize the use of one or more revolving funds by one or more municipal agency, board, department or office which shall be accounted for separately from all other monies in such city or town and to which shall be credited only the departmental receipts received in connection with the programs supported by such revolving fund. Expenditures may be made from such revolving fund without further appropriation, subject to the provisions of this sec-

tion; provided, however, that expenditures shall not be made or liabilities incurred from any such revolving fund in excess of the balance of the fund nor in excess of the total authorized expenditures from such fund, nor shall any expenditures be made unless approved in accordance with sections forty-one, forty-two, fifty-two and fifty-six of chapter forty-one.

Interest earned on any revolving fund balance shall be treated as general fund revenue of the city or town. No revolving fund may be established pursuant to this section for receipts of a municipal water or sewer department or of a municipal hospital. No such revolving fund may be established if the aggregate limit of all revolving funds authorized under this section exceeds ten percent of the amount raised by taxation by the city or town in the most recent fiscal year for which a tax rate has been certified under section twenty-three of chapter fifty-nine. No revolving fund expenditures shall be made for the purpose of paying any wages or salaries for full time employees unless such revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid; provided, however, that such prohibition shall not apply to wages or salaries paid to full or part-time employees who are employed as drivers providing transportation for public school students; provided further, that only that portion of a revolving fund which is attributable to transportation fees may be used to pay such wages or salaries and provided, further, that any such wages or salaries so paid shall be reported in the budget submitted for the next fiscal year.

A revolving fund established under the provisions of this section shall be by vote of the annual town meeting in a town, upon recommendation of the board of selectmen, and by vote of the city council in a city, upon recommendation of the mayor or city manager, in Plan E cities, and in any other city or town by vote of the legislative body upon the recommendation of the chief administrative or executive officer. Such authorization shall be made annually prior to each respective fiscal year; provided, however, that each authorization for a revolving fund shall specify: (1) the programs and purposes for which the revolving fund may be expended; (2) the departmental receipts which shall be credited to the revolving fund; (3) the board, department or officer authorized to expend from such fund; (4) a limit on the total amount which may be expended from such fund in the ensuing fiscal year; and, provided, further, that no

board, department or officer shall be authorized to expend in any one fiscal year from all revolving funds under its direct control more than one percent of the amount raised by taxation by the city or town in the most recent fiscal year for which a tax rate has been certified under section twenty-three of chapter fifty-nine. Notwithstanding the provisions of this section, whenever, during the course of any fiscal year, any new revenue source becomes available for the establishment of a revolving fund under this section, such a fund may be established in accordance with this section upon certification by the city auditor, town accountant, or other officer having similar duties, that the revenue source was not used in computing the most recent tax levy.

In any fiscal year the limit on the amount that may be spent from a revolving fund may be increased with the approval of the city council and mayor in a city, or with the approval of the selectmen and finance committee, if any, in a town; provided, however, that the one percent limit established by clause (4) of the third paragraph is not exceeded.

The board, department or officer having charge of such revolving fund shall report to the annual town meeting or to the city council and the board of selectmen, the mayor of a city or city manager in a Plan E city or in any other city or town to the legislative body and the chief administrative or executive officer, the total amount of receipts and expenditures for each revolving fund under its control for the prior fiscal year and for the current fiscal year through December thirty-first, or such later date as the town meeting or city council may, by vote determine, and the amount of any increases in spending authority granted during the prior and current fiscal years, together with such other information as the town meeting or city council may by vote require.

At the close of a fiscal year in which a revolving fund is not reauthorized for the following year, or in which a city or town changes the purposes for which money in a revolving fund may be spent in the following year, the balance in the fund at the end of the fiscal year shall revert to surplus revenue unless the annual town meeting or the city council and mayor or city manager in a Plan E city and in any other city or town the legislative body vote to transfer such balance to another revolving fund established under this section.

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Added by St
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§ 53E¾.

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The director of accounts may issue guidelines further regulating revolving funds established under this section.

Added by St.1990, c. 275, § 1. Amended by St.1992, c. 224, § 1; St.1994, c. 60, §§ 72, 73.

§ 53E¾. Energy Revolving Loan Fund

(a) Notwithstanding section 53 to the contrary, a city or town may establish an Energy Revolving Loan Fund to provide loans to owners of privately-held real property in the city or town for energy conservation and renewable energy projects on their properties so as to prioritize energy efficiency as the first step toward reducing greenhouse gas emissions associated with buildings.

(b) The fund shall be established by ordinance or by-law. Before adoption of the ordinance or by-law, the board of selectmen, town council or the city council, as the case may be, shall conduct a public hearing on the question of its adoption. The ordinance or by-law shall designate an administrator for the fund and may provide for rules, regulations and procedures for administration of the fund and eligibility for loans the city or town considers necessary or proper to carry out this section. The administrator may consult with the division of green communities established in section 10 of chapter 25A in developing such regulations, rules and procedures for administration of the fund. The fund administrator may be a board, department or officer, or may consist of 1 or more members from 1 or more boards, departments or officers, of the city or town. A city or town which is a member of a regional planning commission may enter into a cooperative agreement with that commission to perform as administrator for the fund. A regional governmental entity or county, if the county may incur debt under chapter 35 or any other general or special law extending a county's debt limit, may establish a fund subject to this section and may appoint a person to be the administrator of the fund.

(c) As authorized by section 4A of chapter 40, 2 or more municipalities may, in a city by vote of the city council, or, in a town by vote of the board of selectmen, enter into an agreement to jointly establish and administer a common fund.

(d) The fund administrator shall have the following powers and duties:

(1) to make loans to owners of real property to finance or refinance the costs of energy conservation and renewable energy projects on their prop-

erties; provided, however, that no loan shall be made unless an energy audit of the property has been conducted on or after July 2, 2008, and any energy conservation measures established by the fund administrator for participation in the program have been implemented;

(2) to execute and deliver on behalf of the city or town all loan agreements and other instruments necessary or proper to make the loan and secure its repayment;

(3) to record the notice of the agreement required by subsection (f) and any other loan instruments;

(4) to apply for and accept grants or gifts for purposes of the fund; and

(5) to exercise any other powers or perform any other duties that the city or town may grant by ordinance or by-law to carry out this section.

(e) The city or town treasurer shall be the custodian of the fund, which shall be maintained as a separate account and into which shall be deposited:

(1) all monies appropriated and all proceeds from bonds issued under clause (3C) of the first paragraph of section 7 for purpose of providing loans to private property owners for energy conservation and renewable energy projects;

(2) all funds received from the commonwealth or any other source for those purposes;

(3) all repayments of the loans made by property owners under this section and any reserve or other required payments made by the owners in connection with the loans; and

(4) any other amounts required to be credited to the fund by any law.

The city or town treasurer may invest the monies in the manner authorized in section 55 and any interest earned thereon shall be credited to and become part of the fund.

The city or town treasurer shall annually certify, not later than June 30, in writing to the fund administrator and auditor or similar officer in cities or the town accountant in towns having a town accountant, the principal and interest due in the next fiscal year on any bonds issued under clause (3C) of the first paragraph of section 7 and not otherwise provided for, and the amount certified shall be reserved for payment of that debt service without further appropriation. Loans may be made from the fund by the fund administrator

Permit Activity

Building Commissioner	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000
Year															
Type															
Single Family Dwelling		10	7	9	4	11	12	23	24	30	28	19	37	35	19
Multi Family Dwelling		1	1	0	0	1	0	0	0	0	0	0	0	0	0
Remodel/Addition		51	50	51	39	40	27	53	72	63	73	72	65	68	100
Accessory Building		9	6	11	16	27	15	24	23	21	35	26	26	28	21
Swimming Pool/Hot Tub		5	14	10	11	13	13	15	16	19	16	35	33	28	35
Commercial & Ind'l Building		3	3	1	2	6	4	1	1	5	2	1	2	2	3
Commercial & Ind'l Renov.		7	4	2	7	5	3	0	14	6	3	3	8	7	0
Solid Fuel Appliances		33	15	20	24	43	72	18	26	39	25	27	21	26	31
Demolition		10	10	6	5	8	7	3	11	11	8	12	11	9	12
Siding, Roofing, Repl. Windows		72	43	60	67	91	73	85	89	88	90	96	57	63	30
Decks & Porches		27	19	27	21	27	43	33	27	16	23	29	29	38	0
Signs		12	7	4	9	9	5	5	16	13	8	5	2	7	0
Business Permits		36	29	25	19	29	36	40	47	59	47	48	36	32	0
Weatherization		20	12	13	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal		29	1	9	0	0	0	0	0	0	0	0	0	0	0
Solar		16	21	3	0	0	0	0	0	0	0	0	0	0	0
Safety Inspections		20	16	25	0	0	0	0	0	0	0	0	0	0	0
Demolition		6	0	0	0	0	0	0	0	0	0	0	0	0	0
Other		15	15	13	15	25	20	20	27	23	31	10	25	33	37
Total Permits		382	273	289	239	335	330	320	399	393	389	383	352	376	282
Total Increase in Valuation	\$ 5,054,164	\$ 3,957,935	\$ 4,555,812	\$ 4,555,812	\$ 2,736,995	\$ 10,736,396	\$ 30,581,655	\$ 7,341,823	\$ 12,384,624	\$ 9,775,724	\$ 10,554,284	\$ 6,963,238	\$ 8,636,172	\$ 8,428,283	\$ 5,893,905
Total Fees Collected	\$ 99,637	\$ 89,589	\$ 75,575	\$ 75,575	\$ 71,418	\$ 95,173	\$ 41,500	\$ 44,413	\$ 74,204	\$ 67,339	\$ 72,077	\$ 58,119	\$ 68,761	\$ 56,290	\$ 30,911

Inspector of Wires

Permits Issued	229	202	189	185	158	225	200	200	225	214	219	283	218	228	209
Fees Received	\$ 22,479	\$ 12,783	\$ 15,140	\$ 11,085	\$ 12,740	\$ 12,128	\$ 11,600	\$ 11,600	\$ 15,030	\$ 13,360	\$ 14,460	\$ 17,550	\$ 12,370	\$ 11,550	\$ 9,502
Plumbing Inspector															
Permits Issued	153	116	109	108	142	108	123	123	134	144	166	147	134	138	116
Fees Received	\$ 11,256	\$ 7,012	\$ 5,678	\$ 4,939	\$ 9,351	\$ 5,753	\$ 6,498	\$ 6,498	\$ 8,742	\$ 7,160	\$ 8,190	\$ 7,114	\$ 6,993	\$ 7,071	\$ 4,962
Gas Inspector															
Permits Issued	191	146	132	129	141	143	164	164	127	148	166	161	137	144	132
Fees Received	\$ 9,147	\$ 7,221	\$ 5,172	\$ 4,858	\$ 5,699	\$ 5,642	\$ 6,360	\$ 6,360	\$ 4,973	\$ 6,824	\$ 6,259	\$ 6,356	\$ 4,802	\$ 5,274	\$ 4,878

REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIAL
COLLECTION AND DISPOSAL

Town of Townsend

February 24, 2015

DRAFT

2.2

Released by:

Townsend Board of Health
272 Main St
Townsend, MA 01469

and

MassToss
North Central Regional Solid Waste Cooperative
Tessa David, Director

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**REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AND
DISPOSAL**

TOWN OF TOWNSEND

**PART 1
REQUEST FOR PROPOSALS AND INSTRUCTIONS TO CONTRACTORS**

1.1 Introduction

The Town of Townsend, Massachusetts (referred to as the “Town”) currently contracts for weekly curbside refuse collection. Recyclables are collected curbside on an every other week basis, paper and containers separated.

1.2 General

The Town is requesting proposals for 3, 5 and 10 year options for collection, hauling and disposal contracts beginning July 1, 2015. This Request for Proposal (RFP) document, which will form the contract, consists of the following (including all modifications thereof, incorporated in any of the documents before the execution of the contract):

- Part 1 Request For Proposals and Instructions to CONTRACTORS
- Part 2 Specifications
- Part 3 Proposed Contract
- Part 4 Attachments
- Part 5 Proposal Sheets

1.3 Exemption from Commonwealth of Massachusetts, General Laws Chapter 30 B

The provision of solid waste and recyclables collection services are exempt from the 30 B bid process and this document, while resembling certain portions of the 30 B process, is not intended to comply with the 30 B process. Furthermore, the Town reserves the right to offer contracts to other than the lowest bidder and to negotiate contract prices with any bidder. The Town also reserves the right to reject any and all bids if it is in their interest, and to cancel this procurement at any time.

1.4 Preparation and Submission of Proposals

A CONTRACTOR who desires to submit a proposal for the tasks specified in this RFP shall thoroughly review and be familiar with the Specifications, Informational Materials/Special Conditions, and Contract (all included as part of this RFP) before submitting the Proposal. While the Town has made every effort to ensure that the information presented in this RFP is accurate, CONTRACTORS are warned that they rely on this information at their risk and they are urged to verify any and all information, which they believe, is crucial to their Proposal.

CONTRACTORS shall provide five complete copies of their proposals and one unbound additional copy.

1.5 Proposals

Proposals are due by 12:00 Noon, March 9, 2015, to Townsend Board of Health. The Town, at its sole discretion, may refuse to consider a Proposal that is not in the possession of an authorized representative by the deadline given here.

Each Proposal shall conform to the following:

- (a) It shall be placed and delivered in an opaque sealed envelope, labeled **“PROPOSAL - Refuse and Recycling Collection”**. It will be addressed as follows:

Board of Health
Attn: RFP
272 Main Street
Townsend MA 01469

- (b) A Proposal must be signed, as follows: (1) if the CONTRACTOR is an individual, by him personally; (2) if the CONTRACTOR is a partnership, by the name of the partnership, followed by the signature of each partner; (3) if the CONTRACTOR operates under the Fictitious Names Act, by the name of fictitious identity, followed by the signature of each owner; or (4) if a CONTRACTOR is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.

- (c) A CONTRACTOR may withdraw his Proposal at any time up to one (1) hour prior to the time set for the opening of the Proposals, provided the request for withdrawal is presented in writing, signed by the CONTRACTOR in the manner required for submitting of a Proposal.

- (d) Each Proposal must contain the following:

1. Evidence of Ability to Obtain Performance Bond
2. Bank Reference
3. Financial Statements
4. Description of Existing Business and CONTRACTOR Experience
5. Organization Chart
6. Name and Resume of Contract Manager
7. References from Other Municipalities
8. List of Vehicles and Equipment
9. Non-Collusion Statement
10. Completed and Signed Price Proposal Forms
11. Evidence of Insurance

1.6 Opening and Consideration of Proposals

- (a) **Each Proposal shall be received by 12:00 Noon, March 9, 2015.**
- (b) Consideration and acceptance of all proposals shall be based on the ability of the CONTRACTOR to meet the specifications set forth in the terms, conditions, and specifications of this RFP and contract documents.
- (c) The Town, in considering each Proposal, shall, prior to any determination and a subsequent award, investigate and evaluate the CONTRACTOR using the following criteria:
 - Price;
 - Prior experience in contracts of similar scope;
 - Completeness of the Proposal;
 - Quality of the services proposed;
 - Evaluation of the professional qualifications of the Contract Manager;
 - Proposed equipment used;
 - References from similar municipalities; and
 - Financial strength;
 - Estimated total cost to the Town including the disposal cost for projected tonnage, using professional judgment.
- (d) The Town shall have the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein. **Nothing in this RFP shall require that the Town take the lowest price proposal.** Instead, the Town reserves the right to base their decision on the entirety of the information provided and their sole judgment as to the best service provided.
- (e) No proposals shall be withdrawn within one hundred and twenty (120) days after the opening thereof. The Town shall have the time as indicated in which to investigate and evaluate the proposals. The proposals will be ranked according to the criteria specified above. The Town will then enter into negotiations with the highest ranked CONTRACTOR. If these negotiations fail, then the Town will negotiate with the second highest ranked proposal and so forth, downward, as necessary. No CONTRACTOR shall have the right to withdraw, change or alter his Proposal within the said time.

1.7 Award of One or More Contracts

Preference will be given to CONTRACTORS proposing to perform all services (refuse and recyclables), but the Town reserves the right to award separate contracts for each service if it is found to be clearly in their best interest to do so. The Town reserves the right to award all collection and transport services to a single CONTRACTOR, or to award separate contracts for each component.

Refuse Proposals will include:

- **Residential refuse collection and transport,**
- **Municipal Service and Contractor-Provided Containers for Refuse & Recycling, and**
- **Bulky pick-up twice a year after Memorial Day and Labor Day**

Recycling Proposals will include:

- **Residential recyclables collection, transport and processing.**

For this reason, CONTRACTORS are required to establish prices for each service at their full cost.

1.8 Award of Contracts

Within the time specified in the instructions for contract award, the Town shall either reject all or none of the proposals or award the contract(s) to the responsible CONTRACTOR(S) whose Proposal(s) best meets the criteria specified in 1.6 (c) above. The Town will enter into a contract with the Contractor covering the services provided to that Town.

1.9 Bid Bond

A Bid Bond will not be required for this proposal.

1.10 Performance Bond

The successful CONTRACTOR shall submit at the time of the execution of the Contract, a Performance Bond equivalent to 50% of the first year contract for the faithful performance of the Contract. CONTRACTORS must submit evidence of their ability to acquire such bonding with their Proposal. The bond shall be renewed on an annual basis ninety days prior to the start of each ensuing fiscal year.

1.11 Bank Reference & Audited Financial Statements

Each CONTRACTOR must provide at least two Financial Credit References from banks or other financial institutions dealing with the CONTRACTOR on a regular basis. Each CONTRACTOR must also submit as part of the Proposal the previous two years audited financial statements. The Town will, within the limits of its ability, maintain the confidentiality of all materials labeled as "Confidential" by the CONTRACTOR (See 1.16 below).

1.12 Insurance Verification

Each CONTRACTOR must provide, as part of the Proposal evidence of its ability to provide insurance in the amount stated in Part 3, Art III.

1.13 Non – Collusion Certification

A CONTRACTOR must submit with the Proposal a signed Non-Collusion Certification as if same were required under MGL Chapter 30B, Uniform Procurement Law.

1.14 Contractor Qualifications

The experiences of the CONTRACTOR with curbside material collection, handling and transportation must be fully described. It is desirable that the CONTRACTOR have had at least three such curbside collection contracts in the past three years, one of which is of similar size and characteristics to the one specified herein. The CONTRACTOR must identify the full extent of involvement in the referenced contract by the CONTRACTOR. **CONTRACTORS must provide an organizational chart showing the proposed managerial organization associated with providing collection services to the Town.** This chart should identify by name and title, a Contract Manager to be assigned to the Town Contract. The Town will consider the identification of a specific individual to be a firm commitment on the part of the CONTRACTOR to assign this individual to the position shown. **A resume of the named individual must be included in the Proposal.** Each CONTRACTOR shall provide a list of references as a part of its proposal including:

- (a) References from other municipalities, if any, for whom similar recycling/refuse collection services are, or have been recently, performed under contract.
- (b) Other references relevant to the CONTRACTOR'S character and integrity, record of good business practices, management ability, and experience.

Each reference shall include the name, address, and telephone number of an individual whom the Town may contact to discuss the CONTRACTOR'S managerial ability, financial standing, and/or business experience. Each CONTRACTOR shall fully describe the nature of its existing business, and shall indicate the number and types of vehicles and equipment it intends to utilize in the performance of this Contract as well as where this equipment will be housed and maintained. If the CONTRACTOR intends to purchase new equipment, he must provide a manufacturer delivery guarantee with the Proposal.

1.15 Background Investigation

The Town may investigate the background of each CONTRACTOR to determine its ability to perform the work. The CONTRACTOR shall furnish any information requested for this purpose.

1.16 Confidentiality

The Town shall, as far as possible, maintain the confidentiality of any information provided by the CONTRACTOR if specifically requested to do so in writing and, if allowed by law; however, the Town shall bear no liability arising from the disclosure of such information. CONTRACTORS are advised to consult the public disclosure and public bidding laws of the Commonwealth.

1.17 Questions by CONTRACTORS

Questions regarding clarification of any part of this RFP should be directed to the Town's point of contact for the project: Tessa David, Director, MassToss (North Central Regional Solid

Waste Cooperative) by email at Recycle@charter.net and cwalter@townsend.ma.us. Last resort should be telephoning her at (978) 660-6130.

1.18 Pre-Proposal Meeting

There will not be a pre-proposal meeting.

1.19 Contract Implementation Milestones

The following are the projected milestone dates:

- Advertise and distribute RFP – 2/16/15
- Receive proposals – 3/9/15
- Proposals evaluation –3/16/15– 4/13/15
- Contract negotiations –4/13/15– 4/27/15
- Award contract – 5/11/15
- Start-Up meeting – between 5/11/15 - 5/25/15
- Transition period – 6/22/15 – 6/30/15

PART 2 SPECIFICATIONS

2.1 Refuse Collection

The CONTRACTOR shall provide weekly collection of refuse from every eligible residential dwelling unit in the Town as listed in Attachment A, Part 4. Attachment A provides the current breakdown of residential units by type and provides the definition of “eligible residence” for the town. Attachment A also outlines the current complexes that are not “eligible residences” in the town. The proposal shall be provided in terms of a single lump sum cot for year one to provide services for all residences in the Town. The proposal must include the cost to collect from all eligible residences in the Town throughout the contract period. The CONTRACTOR is expected to provide service to any new eligible residences added during the contract period.

It is also required that the collection for the town be handled separately from any other town. The town is not willing to have the refuse from one town combined with the refuse from other town in any circumstances.

The CONTRACTOR shall also provide weekly collection from all dumpsters as listed in Part 4, Attachment B. Attachment B lists all contractor-provided dumpsters, their size, location and frequency of collection to be included in this contract. Part 4, Attachment C lists the dumpsters that are to be served through this contract but where the dumpsters are either privately owned or rented by the residential complex owners. For complexes listed in Attachment G, complex owners will be responsible for paying the contractor for cost for rental or will provide their own dumpsters. The proposal shall be provided as a lump sum amount to service all dumpsters for the Town, which will be added to the cost for residential collection.

The refuse collection CONTRACTOR shall not pick up as part of the residential refuse:

- Construction and building materials including asphalt, brick, concrete, cement and gravel, clean gypsum wallboard, or metal.
- Leaf and yard waste, sod, landscaping and tree debris and tree stumps as refuse.
- Automobile parts, such as batteries, engines, doors, body pieces, etc.
- Cathode Ray Tubes (CRT's) – TV's, computer monitors;
- Waste Ban materials, including visible recyclable cardboard, paper, and plastic containers, commercial organic material.
- Appliances or White Goods.
- Hazardous Materials, as herein defined, shall not be collected under this contract including:
 - Gasoline and waste oil
 - Oil based paints, turpentine, paint thinners and shellac
 - Oven and drain cleaners, and heavy duty cleansers
 - Pesticide
 - Batteries
 - Explosives
 - Propane tanks and gas cylinders
 - PCB's and radioactive waste
 - Other DEP or EPA designated materials
 - Fluorescent bulbs
 - Any mercury containing item

Any refuse not collected by the CONTRACTOR must be left with a “Rejected Refuse” sticker applied in an obvious location, with the reason for rejection checked or stated on the sticker. Failure to place the “Rejected Refuse” sticker with refuse left at the curb will be treated as a missed collection. CONTRACTOR is responsible for any penalties associated with the collection or disposal of unacceptable refuse, as listed above.

The Town has several annual special events. The CONTRACTOR must provide trash and recycling collection containers and/or dumpsters as requested for these events and collect the materials at the end of the event (within 48 hours). The Town will give the CONTRACTOR 30-days advance notice of the events. The cost of providing this service shall be included in the lump sum costs for refuse collection and transport, and recycling collection and processing. A representative listing of the current special events in the town is provided in Part 4, Attachment F. Additional events may be added from time to time by the Town.

2.2 Bulky Collection

Twice a year the week after Memorial Day and Labor Day a collection of one (1) bulky item collection of refuse from every eligible residential dwelling unit in the Town as listed in Attachment A, Part 4.

2.3 Recyclables Collection Curbside, Paper Dumpsters, and Rebate Formula

The CONTRACTOR shall provide collection of recyclable materials (as defined in Section 2.6) from all residential units that receive refuse collection service as specified in Section 2.1, including eligible multi-family complexes and municipal buildings as defined in Part 4, Attachments B and C.

The proposal shall be provided in terms of a lump sum cost for the Town for year one, assuming weekly collection for the Town.

If requested, the CONTRACTOR shall provide dumpsters for cardboard and/or paper only for locations to be specified by the Appropriate Town Official at no added cost. The tonnage of cardboard and/or paper collected from these dumpsters shall be included in all calculations for reports and for rebates.

As an offset to the cost for recyclables collection, the proposals should incorporate a credit based on the tonnage of recyclable paper. The formula that should be assumed by all CONTRACTORS includes a guaranteed minimum payment of \$5 per ton of paper. The credit will be greater if the price for paper in the preceding month exceeds \$50.00 per ton on the "Yellow Sheet Price, second issue of the month for New England #8 News". In those months, the credit will be calculated assuming that the portion of the total tonnage of recyclables is 60% paper and 40% commingled containers. In months when the paper prices for #8 News exceed \$50.00 per ton, the credit will be calculated as 30% of the amount by which the paper price exceeds \$50 per ton. This will be applied to the total number of tons recycled (including cardboard, paper and all commingled materials). For example, if the paper price per ton is \$100, the formula would indicate a rebate to the Town calculated as:
Single Stream Recycling Credit = $(\$100 - \$50) \times 30\% = \$50 \times 30\% = \15 applied to ALL tons of recyclables.

2.4 Years 2-3, 2-5 and 2-10 Cost Option Calculations

For the purposes of evaluating price proposals equally, the first year proposed cost will be the only cost evaluated. For subsequent years, the contract price will be determined by applying an annual adjustment. The annual total payment will be increased by the increase in the Consumer Price Index (CPI) for the Boston-Brockton-Nashua area for All Items based on a time frame from the November to November. The annual increase shall not exceed a maximum of 3% per year.

2.5 Disposal of Refuse

The town requests proposals for Solid Waste Collection and Disposal in a licensed solid waste disposal facility. Cost quotes for 3, 5 and 10 year terms are requested for Solid Waste Collection and Disposal services. All terms will be for fiscal years and begin July 1, 2015. No minimum or maximum quantities will be guaranteed. Typical annual solid waste volume is 3000 tons.

Solid Waste consists of all rubbish, garbage or refuse normally generated by residential households. Any recyclable materials and hazardous waste are specifically excluded from Solid Waste.

2.6 Transport and Management of Recyclables

CONTRACTOR shall determine the most cost-effective location for delivery of collected recyclables. The delivery point may be a transfer point or a location at which all materials are sorted and prepared for delivery to markets for recycling or reuse. In all cases, the collected materials are to be recycled. If the town determines that there is material not being recycled, the town has the right to require the CONTRACTOR to deliver to a different location.

The CONTRACTOR shall be responsible for assuring that material delivered to the recycling processing facility meets the processing facility specifications. Therefore the CONTRACTOR is responsible for leaving a brightly colored card or sticker, provided by the CONTRACTOR, in any recycling container, which contains non-acceptable materials, stating the reason why the non-acceptable materials were not collected.

Acceptable recyclables include *commingled paper*, as follows:

- Newspaper and inserts
- Magazines, books and catalogs
- Phone books
- Office paper
- Junk Mail
- Chipboard/boxboard
- Corrugated cardboard containers (flattened)

Acceptable commingled containers include:

- All colors of glass food and beverage containers
- Steel, aluminum and bi-metal tin food and beverage containers
- Aluminum pie plates, containers, and
- All plastic #1 - #7
- Styrofoam

The Town reserves the right to change the specifications for recyclables to be collected at no cost to the Town if the change is a result of a change in specifications by the recyclable processing facility. **Any penalties imposed by the processing facility for failure to meet specifications, and any turn-backs of trucks shall be the sole responsibility of the CONTRACTOR.**

All recyclables shall be placed at the curb in recycling containers, or in paper bags immediately adjacent to the recycling containers. The CONTRACTOR shall collect all recyclables properly set out for recycling. Failure to collect material properly set out for recycling as recyclables, or placing properly set-out recyclables in the refuse truck shall be deemed to be non-performance which may, at the Town's sole discretion, result in the Town exercising its right to assess a penalty of \$100 per missed collection, per missed stop, or per time that recyclables were placed in the refuse truck, and/or terminate the Contract after notice of failure to perform, in accordance with the Contract provisions.

The Contractor is responsible for all recyclables disposal cost.

2.7 Transport and Management of Bulk Items

One bulk item per residence can be placed beside trash/recycling for pick up twice a year.

- Upholstered furniture: a couch, loveseat, ottoman, chair
- Wooden furniture: table and chairs, dressers, chest, book shelves (do not break down)
- Bedding: mattresses, box springs, wooden bed frames and headboards
- Rolled carpeting: must be less than 5' long and weigh less than 50 lbs
- This does not include metal or plastic furniture, pieces of wood or other construction and demolition materials.
- A table with chairs is considered to be one item, a mattress and box spring is considered to be one item, a couch, an overstuffed chair, a dresser, are all considered to be one item.

2.8 Hours and Days of Operation

The CONTRACTOR will not begin the collection of residential refuse or recyclables on any given day before 7:00 A.M. and such collection will not be continued after 6:00 P.M., except for occasions when the CONTRACTOR is forced to continue collection due to weather, heavy volumes of waste, or mechanical problems. The CONTRACTOR shall maintain consistency in the pick-up hours for each route in the Town whenever possible.

All refuse and recyclable collection shall be performed from **Tuesday through Friday** only. Collections shall continue on Saturdays with the prior permission of the Town only when a holiday or adverse weather conditions interfere with the normal collection schedule.

2.9 Refuse Container or Receptacle Specifications

Residents are assumed to place at the curb appropriate refuse containers. The CONTRACTOR is required to collect all refuse stored in metal or plastic refuse containers. Refuse in plastic bags shall also be collected. CONTRACTOR is not required to accept refuse in containers or bags weighing more than 50 pounds when full, in accordance with OSHA requirements.

At the Town's option, acceptable containers may be limited to those described above and/or identified by special tag or sticker, and/or colored bags sold or issued by the TOWN.

Refuse containers must not be thrown into the street or sidewalk area. Every effort should be made to place them back on the sidewalk correctly. Care must be taken not to split or destroy containers.

One quote requests CONTRACTOR to include the cost of providing refuse and recycling totes to each residence with 64-gallons in capacity. CONTRACTOR will be responsible for the cost of purchase, assembly, delivery, and maintenance of the barrels at the request of the Appropriate Town Official regardless of cause of the damage for the duration of the contract. The barrels become the property of the Town at the end of a five-year or more contract if selected.

The second quote request requires residents to provide their own appropriate refuse and recycling containers, including either open bins or other containers clearly marked as containing recyclables. The CONTRACTOR is required to collect all recyclable materials set out in bins or other containers. Containers shall not weigh more than 50 pounds when full, in accordance with OSHA requirements. All acceptable recyclable materials immediately adjacent to the container must be collected as well, not including spillage, not caused by the CONTRACTOR.

2.10 Refuse and Recycling Collection Vehicles

All vehicles used in the collection and transportation of refuse, recyclables and yard waste shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the CONTRACTOR to collect residential refuse between the hours specified in Section 2.8 in accordance with the specifications of this RFP, and the collection schedule approved by the Town.

The Town shall have the power, if the CONTRACTOR is habitually (more than one occasion per month, or at the discretion of the Town) collecting waste after the 6:00 PM deadline, to order the CONTRACTOR to increase the number of vehicles, at no additional cost to the Town, if in the Town's judgment such an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the CONTRACTOR fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not necessary, such failure shall constitute a breach of this Contract, and **the CONTRACTOR shall forfeit in the form of liquidated damages the sum of Two Thousand, Five Hundred (\$2500.00) dollars for each day that the CONTRACTOR fails to comply with such order**, said penalty to be imposed for each additional truck ordered by the Town but not placed in service by the CONTRACTOR.

Bodies for the trucks to be used for refuse collection shall be enclosed, with a capacity of not less than sixteen (16) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code.

The CONTRACTOR shall provide a garage and yard for his equipment, which is adequate and sufficient to provide all weather, year-round operation. **Adverse weather, extreme cold temperatures and snow, unless declared state-of-emergency conditions prevail, shall not be considered sufficient reason for not collecting refuse.** The CONTRACTOR shall make adequate provision for maintenance and prompt repair of his equipment. All equipment used for the collection and transportation of refuse shall be thoroughly cleaned both inside and outside, at least once each week and sprayed with such deodorizing material as may be deemed necessary by the Town. **All equipment used by the CONTRACTOR shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by any Town Official at any time.** The CONTRACTOR will replace rejected equipment within 7 days.

For the proposals for single-stream collection of recyclables, the trucks to be used MUST BE CLEARLY MARKED as being recycling collection vehicles. If the trucks used are multi-purpose vehicles, at any time they are being used for recycling collection the contractor MUST PROVIDE and USE an attachable sign that clearly indicates the truck is being used for collection of recyclables. The signs must be large enough to cover more than 50% of side of the truck and be placed on both sides of the vehicle.

2.11 Annual Calendar and Publicity

The CONTRACTOR shall be required to publish and distribute an annual Recycling Guide to all customers of the town. The calendar shall contain the route pick-up schedule, recycling schedule, consumer help-line information and other pertinent data. A sample of the existing Townsend calendar is enclosed with Attachment E. Town may choose to use a different version.

The calendar shall be distributed no later than the last week of June each year of the contract. The expense of producing and mailing an annual calendar will be the responsibility of the Refuse CONTRACTOR.

In order to encourage recycling, the CONTRACTOR shall be required to provide school outreach activities, assemblies, or events for the town at a rate of one per year per 1000 stops. For the purpose of this section, the number of stops is to be rounded to 3,400 in Townsend. In addition, the CONTRACTOR shall provide funding for recycling public outreach at a rate of \$1000 per 1000 stops. The funding for the recycling outreach may be used by the Town to fund a recycling coordinator to be shared among the Town or to fund other forms of public outreach as determined by the Town.

2.12 Private Accounts, Weighing of Trucks

If the CONTRACTOR is to do any private work in the Town, such as commercial or industrial routes, special trucks with an identifying non-removable mark approved by the town Appropriate Town Official must be used. All trucks assigned to pick-up pursuant to this contract shall begin their routes empty and shall pick up no other wastes under private contracts or contracts with other municipalities. Violation of this requirement will be considered a substantial breach of the Contract entitling the Town to cancel the contract and to call upon the Performance Bond under the Contract to cover any additional costs incurred in contracting with and employing a substitute CONTRACTOR.

All trucks used for refuse or recyclables collection under this contract shall enter the Town empty at the beginning of the day. The CONTRACTOR will cause all trucks containing refuse, when the work of filling the vehicle is complete, to be immediately removed outside the limits of the Town to the disposal facility.

2.13 Reports and Billing

The CONTRACTOR must obtain daily weight slips from the refuse facility, recycling facility or transfer facility, and must attach a copy of the weigh slips to the monthly invoice. **The Appropriate Town Official may direct up to ten percent of Contractor's trucks to weigh in and/or out at the beginning/end of the route. The CONTRACTOR must provide monthly reports detailing the tonnage of refuse, white goods, scrap metal, and recyclables collected for the town. Reports must be provided within two weeks of the end of the month. Electronic reports are preferable.** Each month, the CONTRACTOR shall submit an invoice and will also submit a copy of the applicable page of the "Yellow Sheet" as verification of the market rate assumed.

2.14 Spilled Refuse

Refuse shall not be scattered about the street or on private property. Refuse that has accidentally spilled by the CONTRACTOR, shall be immediately picked up by the CONTRACTOR and removed. The CONTRACTOR must carry tools on the truck for the proper removal of spilled debris. **To minimize complaints, the CONTRACTOR shall attach a brightly colored card on any refuse, recyclables, or yard waste not to be collected, with a checklist indicating the reason for not collecting and the toll free telephone number.**

Any questions concerning collection of Refuse shall be directed to the Board of Health office, who shall be the Town's agent to interpret the contents of this contract whose interpretation shall be final and binding.

2.15 Question and Complaint Line Provision

The CONTRACTOR shall provide full customer service refuse and recycling collection, including customer service associated with any questions or complaints. Therefore, the CONTRACTOR shall display the name of the CONTRACTOR, the address of his local office and the toll-free telephone number on each vehicle along with the vehicle number. The CONTRACTOR'S name, address and phone number shall be lettered at least eight (8) inches high and easily visible to the public on each vehicle. The vehicle number shall be at least eight (8) inches high.

The contractor shall maintain adequate personnel at a regional office to answer telephone calls throughout the day between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. These personnel shall receive and log all calls from town departments, residences and establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. A copy of the log must be provided to the Town weekly.

That office shall have a two-way radio or other wireless communication capability to contact the Field Supervisor and/or collection vehicles at all times. The CONTRACTOR shall make one of these communication devices available to the Board of Health Office.

All complaints received by said office before 2:00 p.m. will be acted upon forthwith by the contractor on that day. Subsequent complaints will be acted upon promptly, as determined by

the Appropriate Town Official. The Field Supervisor's vehicle will be equipped with communication capability to ensure efficient communications with collection vehicles at all times.

2.16 Invoicing, Credits and Payment

The CONTRACTOR shall be paid monthly throughout the term of the Contract. Each monthly payment shall be determined in accordance with the methods provided herein. There shall be no other costs or charges for any work performed under this Contract.

The CONTRACTOR shall submit invoices within ten days after the end of the previous month for the work performed during the preceding month and will be paid no later than the fourth Friday of each month (or the next business day thereafter, if a holiday or other circumstances make this necessary).

Rebates for recyclables shall be credited to the invoice in the month after the month in which the recyclables are collected.

Each monthly invoice shall include a copy and summary of all refuse, recyclables, and weight slips, a report of the addresses and number of dumpsters collected under this Contract, and a copy of the log of customer complaints.

2.17 Collection Schedules and Routes

Within thirty (30) business days of notification of award of this Contract, the CONTRACTOR shall prepare and submit to the Town for approval a detailed written collection schedule for refuse, recyclables, and a collection route map, indicating streets, or portions thereof, to be collected on each day of the schedule. Each address shall be scheduled for collection the same day of each week, holidays excepted. The recycling routes will be scheduled on a weekly basis on the same day as Refuse Collection. To the extent practicable, the CONTRACTOR shall attempt to adhere to the existing collection schedule.

Once approved by the Town, the CONTRACTOR shall adhere to the collection schedules and routes and may not change routes or schedules without prior consent of the Town.

The Town shall reserve the right to require the CONTRACTOR to modify the collection schedule and/or routes for the convenience of the Town and the public, provided such change does not result in CONTRACTOR incurring additional costs.

2.18 Weather

Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Permission of the Appropriate Town Official must be obtained before cancellation of collection is allowed. Rain or snow shall not be cause for cancellation of collection.

2.19 Operation of Vehicles

The CONTRACTOR shall ensure that caution is used in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:

- Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a refuse container.
 - Collection vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around.
 - Each vehicle shall be equipped with all safety equipment required by State and Federal law.
 - Backing of vehicles is prohibited if school-age children are in the area.
- Collection vehicles shall be inspected daily by the CONTRACTOR to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.

2.20 Licensing Drivers

The CONTRACTOR shall ensure that all drivers are properly licensed and trained to operate collection vehicles in accordance with State and Federal regulations and shall require that all drivers periodically produce their licenses for examination by the Appropriate Town Official or his/her designee throughout the term of the Contract.

2.21 Employee Conduct

Employees of the CONTRACTOR are a main contact with Town residents and businesses. As such they are **required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or complaints made by residents concerning refuse and recyclables collection.** All employees and subcontractors shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated. The Town may require that an employee behaving inappropriately be removed from employment under this Contract. **The CONTRACTOR must provide each employee with proper training, instructions and hand-outs to assure the employee understands, and can communicate to the residents, acceptable and non-acceptable material for Refuse and Recycling Collection,** including any special preparation requirements for setting out material for recycling. This includes that cardboard must be flattened and set out next to the recycling container.

2.22 Noise

The CONTRACTOR shall avoid excessive noise in the course of its operations. Barrels and containers shall not be banged, thrown, or dropped.

2.23 Salvaging

Salvaging at any time is prohibited without the permission of the Town.

2.24 Care of Personal and Municipal Property

The CONTRACTOR shall handle refuse and recycling receptacles with care so that they will not be damaged, and after they are emptied they should be left right side up and in the approximate place where found.

When in the judgment of the Town, refuse receptacles belonging to residents of the Town are damaged or destroyed by employees of the CONTRACTOR such receptacles shall be replaced forthwith by the CONTRACTOR at the CONTRACTOR'S expense.

The CONTRACTOR will take adequate precautions to protect all residential, municipal, and commercial property, (including building, shrubs, lawn pavement, vehicles or other items or areas that are within school and other public boundaries) from any damage and will be responsible for any such damage caused a result of this service.

2.25 Holidays

Whenever a scheduled collection falls on a legal holiday, the collection schedule will shift one day for all collections so that collection routes will remain the same but residents will have their refuse, and recyclables collection one day later than their normal collection day for that week.

2.26 Directions

The CONTRACTOR shall comply with any and all directions that may from time to time be given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable for the improvement of the refuse collection.

2.28 Board of Health Regulations

The CONTRACTOR shall comply with all applicable rules and regulations issued or that may be issued by the Board of Health of the Town and State Department of Health.

2.29 Additional Services Requested By the Town

The town has refuse and recycling containers that need to be serviced on an on-call basis. A list of the additional services requested by the town is provided in Attachment F.

The town also has private residential complexes that are required to pay for their own trash and recycling collection services. Attachment G lists the residential complexes that would like to receive proposals for refuse and recycling collection services. These proposals will be made available to the complexes for their consideration but will not be included in the contract or in the evaluation process.

2.30 Bag or Barrel Limit Implementation Options

The Town may, at their option, choose to continue to implement a town-wide bag or barrel limit program for all households and small businesses that use the refuse collection contract services.

If approved locally, the town reserves the right to implement a bag or barrel limit program at any time during the contract period. Under the program, all households and small businesses will be required to limit all refuse carts or place into pre-printed program garbage bags or apply stickers. If Townsend continues to implement a bag or barrel limit program, the Town anticipates that the volume of refuse to be collected will be reduced and the volume of recyclables will be increased. If one CONTRACTOR is collecting both refuse and recyclables, no price adjustment is expected. If separate CONTRACTORS collect refuse and recyclables, price adjustments will be negotiated after the first six months of operations based on actual cost impacts and tonnage changes.

The Town has set a limit on the number of barrels allowed per residence. The CONTRACTOR will work with the Town to implement the Town policy or program.

2.31 Special Collections and Disaster Debris

The CONTRACTOR shall make minor special collections whenever required in individual cases arising because of complaints or otherwise. The CONTRACTOR shall be required to make a return trip or special collection to any residence missed through the fault of CONTRACTOR. In addition, **the CONTRACTOR may be required, at the Town's discretion, to make a maximum of 5 special collections or return trips per week at no cost to Town**, which special collection is not fault of CONTRACTOR. Special collections may be made in any collection vehicle deemed appropriate by the CONTRACTOR. **Additional costs for minor special collections beyond 5 per week shall be negotiated annually at the start of each contract year.**

The CONTRACTOR shall also provide prices for roll-offs and disposal for additional tonnage collection, which would reflect services to be requested in the instance of a disaster (flood, fire, weather or other event causing an unusual level of debris and/or refuse.) The contractor will participate with the Town in planning strategies for addressing possible types of disaster events.

PART 3 - CONTRACT

CONTRACT FOR REFUSE COLLECTION AND RECYCLABLES

Between The TOWN OF _____ And

The Town of _____ (Town), a municipal corporation located in the Commonwealth of Massachusetts by its Appropriate Town Official, duly authorized who, however, incurs no personal liability by reason of the execution hereof or anything herein contained, and _____, a corporation, having a usual place of business in _____ hereinafter designated as the CONTRACTOR, agree as follows:

ARTICLE I. DEFINITIONS

CONTRACTOR - Whenever the word "CONTRACTOR" is used in this agreement, it shall be understood to include his, theirs, or its heirs, executors, administrators, successors, and assigns. He shall do all the work and furnish all the material except as herein otherwise specified, necessary or proper for performing and completing the work hereinafter specified.

TOWN - Whenever the word "Town" is used in this agreement, it shall be understood to mean the Town of Townsend, Massachusetts, acting through its Appropriate Town Official, as defined below, or his/her designee.

Appropriate Town Official – The term shall mean be defined by the Town independently to mean the contract awarding authority(ies) or his/her designee and can be changed from time to time.

Refuse - The term "refuse" shall include garbage and rubbish from all municipal establishments and private non-commercial establishments and residences with the exception of sewage, manure, building rubbish, industrial wastes, and materials included in the Town's recycling and yard waste programs.

Rubbish - The term "rubbish" as used herein shall be defined to mean all non-putrescible waste, which is not included in the Town's recycling programs. Rubbish shall exclude all excluded waste per Section 2.1 of the Request for Proposals.

Recyclables - The term "recyclable" shall mean newspaper and inserts, magazines, books and catalogs, junk mail, phone books, office paper, chipboard/boxboard, corrugated containers (if flattened), clear, green, and brown glass, food and beverage containers, steel and aluminum food and beverage containers, aluminum pie plates and trays, Styrofoam, and all plastic bottles, regardless of resin code.

Leaf and yard waste – The term “leaf and yard waste” shall include leaves, grass clippings and tree trimmings, vine cuttings, loose wood and brush when properly tied in bundles or placed in refuse containers not exceeding 50 pounds in weight, 4 feet in length and 30 inches in diameter.

Building Rubbish - The term “building rubbish” shall mean rubbish from construction, remodeling, demolition and repair operations on houses, commercial buildings, and other structures, including but not limited to, excavated earth, stones, brick plaster, lumber, rubble, concrete, and waste parts, occasioned by demolitions, installations and repairs including toilets, windows, doors or other building construction or demolition waste.

Industrial Waste - The term “industrial waste” shall mean the waste from manufacturing processes, manufacturing operations, food processing plants, slaughterhouses and building rubbish.

Single Day – The term “single day” shall mean that all collection of refuse and recyclables will be completed on a single day for the Town.

Multi-Day – The term “multi day” shall mean that collection from one or more Town may be completed in two or more days, but no more than five days.

Conventional Collection – The term “conventional collection” shall mean the currently accepted method of collecting refuse and recyclables by use of no mechanical means.

Automated Refuse Collection – The term “automated refuse collection” shall mean the method of collecting refuse by use of mechanical means.

Single Stream Recycling – The term “single stream recycling” shall mean the method of collecting recyclables by use of a single container where all commingle recyclables are placed.

Holiday - The term “holiday” when used in connection with days of collection, shall include Sundays, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and such other days as shall be mutually agreed upon in writing by the CONTRACTOR and the Appropriate Town Official.

ARTICLE II. AGREEMENT

The CONTRACTOR agrees to, at his own expense, perform all the work and furnish all the vehicles, equipment and labor for collecting and transporting of all the refuse, recyclables, and yard waste collected within the Town of Townsend during the term of this Contract, all in accordance with the terms and provisions of this Contract and in a proper, thorough and workerlike manner; and to the satisfaction of the Appropriate Town Official or his/her designee, whose decision as to matters pertaining to the fulfillment of this Contract shall be conclusive. The Request For Proposal Specifications and Attachments and any Addenda are parts of this Contract and are incorporated herein by reference, and any inconsistency between any of the aforementioned documents and this Contract are to be resolved in favor of those documents.

ARTICLE III. INSURANCE REQUIREMENTS

The CONTRACTOR shall take out and maintain during the life of the Contract, the following insurance in companies and forms acceptable to the Town and in adequate amounts, as shall protect him, performing work covered by this Contract and the Town of Townsend and its employees, agents and officials from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The CONTRACTOR covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from or in connection with operations under this Contract. The Town shall indemnify and hold harmless the CONTRACTOR, its employees, agents, and others from all claims and liability for damages for bodily injury including accidental death, and for property damages which may arise from negligent acts or omissions by the Town, its agents, employees, and officials arising from or in connection with its own operations under this Contract.

Except as otherwise stated, the Amounts of such insurance shall be for each policy, not less than:

- A. Worker's Compensation: as required by the laws of Massachusetts.
- B. General Liability: Bodily injury liability, including death, \$2,000,000 on Account of any one person and \$2,000,000 on account of any one accident and \$2,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
- C. Property damage liability, \$2,000,000 on account of any one accident, and 2,000,000 in the aggregate.
- D. Contingent coverage for subcontractors for B. and C. above.
- E. Automobiles and trucks, including hired vehicles: Bodily injury liability, including death; \$2,000,000 on account of any one person; and \$2,000,000 on account of any one accident. Property damage liability: \$2,000,000.
- F. Excess Umbrella Liability coverage of \$5,000,000.
- G. Insurance in name of Town of Townsend: The Public Liability and Property Damage Insurance and Owner's Contingent Policies, as the case may be, shall show the Contract indemnification clause as set forth in Article XI in the manner spelled out hereinafter.
- H. The Town of Townsend will be named as additional insured on all previously named insurance policies.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

Certificates evidencing such insurance shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The CONTRACTOR shall make no claims against the Town of Townsend or its

officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

ARTICLE IV. GENERAL REQUIREMENTS

- A. **Collection Routes** - The CONTRACTOR shall submit in writing and by a map, a collection schedule for refuse and recyclables. When approved by the Appropriate Town Official, the CONTRACTOR shall strictly adhere to the schedule.
- a. The CONTRACTOR shall make no changes in or deviation from routes and schedules, once established by the Town, without the prior written approval of the Town.
- B. **Other Conditions** - Rain and ordinary snow shall not be cause for omissions of the collection of refuse in accordance with the provisions of these specifications of this contract. Collections may be omitted only under extreme adverse weather conditions such as blanketing snowstorms, hurricanes and the like, and then only with the prior approval of the Town.
- C. **Special Collections** – The CONTRACTOR shall make special collections whenever required by the Town in individual cases arising because of complaints or otherwise in accordance with section 2.29 of these specifications.
- D. **Directions** – The CONTRACTOR shall comply with directions that may from time to time be reasonably given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town deems necessary to protect public health and ensure adequate refuse and recyclables collection services.
- E. **The Town’s Appropriate Officials and the State Department of Health may issue health Regulations – The CONTRACTOR shall comply with all applicable rules and regulations issued or that.**
- F. **Collection Equipment** – All vehicles used in the collection and transportation of refuse, recyclables and yard waste shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the CONTRACTOR to collect residential refuse between the hours specified in Section 2.8 in accordance with the specifications of this RFP, and the collection schedule approved by the Town. The Town shall have the power at any time to order the CONTRACTOR to increase the number of vehicles, at no additional cost to the Town, if in the Town’s judgment such an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the CONTRACTOR fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not well rated, such failure shall constitute a breach of this Contract, and the CONTRACTOR shall forfeit in the form of liquidated damages the sum of Two-Thousand Five Hundred (\$2500.00) dollars for each day that the CONTRACTOR fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town but not placed in service by the CONTRACTOR. Bodies for the trucks to be used for refuse collection shall be enclosed, with a capacity of

not less than sixteen (16) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code. The CONTRACTOR shall provide a garage and yard for his equipment, which is adequate and sufficient to provide all weather, year-round operation. **Adverse weather, extreme cold temperatures and snow, unless declared state-of-emergency conditions prevail, shall not be considered sufficient reason for not collecting refuse.** The CONTRACTOR shall make adequate provision for maintenance and prompt repair of his equipment. All equipment used for the collection and transportation of refuse shall be thoroughly cleaned both inside and outside, at least once each week and sprayed with such deodorizing material as may be deemed necessary by the Town. **All equipment used by the CONTRACTOR shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by the Town at any time.** The CONTRACTOR will replace rejected equipment as soon as reasonably possible

- G. **Care of Citizens and Municipal Property** – When, in the judgment of the Town, refuse receptacles belonging to residents of the Town and used or collection of refuse are damaged or destroyed by employees of the CONTRACTOR such receptacles shall be replaced forthwith by the CONTRACTOR at the Contractor’s expense.
- H. **Level of Service** – The CONTRACTOR shall familiarize itself with all customs and procedures of the Town relative to refuse collection and recyclable collection and hereby agrees to adopt and incorporate these customs and procedures in the performance of its duties hereunder. These procedures include but are not limited to the collection and disposal of all items currently collected by the Town. Notwithstanding anything to the contrary in the provisions of this contract and the specifications, this contract shall be construed to require the CONTRACTOR to provide at least the same level and quality of refuse and recyclables pick-up and disposal services as have previously been provided by the Town of Townsend contractor, as defined by the Appropriate Town Official.
- I. **Non-Performance** – Whenever, in the Town’s judgment, the CONTRACTOR has failed to perform according to this Contract, the Town shall notify the Contract Manager in writing, detailing the non-performance and citing the specific section of the Contract and/or specifications. The Town shall also cite the remedy (daily penalty and/or termination of the Contract).

ARTICLE V. PAYMENTS TO CONTRACTOR

- A. The Town will pay the CONTRACTOR monthly payments based upon 1/12 of the Annual Lump Sum Payment for refuse and/or recyclables components and payment to cover the disposal cost for the refuse tonnage collected, as agreed upon between the

Town and the CONTRACTOR. Payments in whole or in part will be made for the faithful performance of this contract, less, any penalties for noncompliance.

If the Town chooses to implement a Pay-As-Your-Throw (PAYT) program and the CONTRACTOR is collecting both refuse and recyclables prior to the implementation, there will not be a price adjustment to this contract. If separate CONTRACTORs collect refuse and recyclables, price adjustments will be negotiated based on actual cost impacts and tonnage changes after the first six months of operations.

Payment will be made to the CONTRACTOR by the last Friday of the proceeding month, subject to the collection of expenses and/or defaults to be reimbursed to and deducted by the Town, and subject to the Town's right to terminate the Contract. The Town shall pay the CONTRACTOR for its performance of the Contract the following amounts:

For July 1, 2015 through June 30, 2016

CURBSIDE REFUSE COLLECTION AND TRANSPORT	\$ _____
CURBSIDE TWICE A YEAR BULKY COLLECTION	\$ _____
MUNICIPAL SERVICE AND CONTRACTOR-PROVIDED CONTAINERS FOR REFUSE & RECYCLING	\$ _____
CURBSIDE RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING	\$ _____
DISPOSAL TIP FEE, PRICE PER TON	\$ _____

For subsequent years, the contract price will be determined by applying an annual adjustment. The annual total payment will be increased by the increase in the Consumer Price Index (CPI) for the Boston-Brockton-Nashua area for All Items based on a time frame from the November to November. The annual increase shall not exceed a maximum of 3% per year.

ARTICLE VI. CONTRACT EXTENSION

It is not anticipated that this agreement will be extended beyond the period called for in this contract, however this agreement may be extended at the time of expiration with the mutual consent of both parties.

ARTICLE VII. INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the equipment and premises of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the Town. Whenever requested, the CONTRACTOR shall immediately furnish to the Town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

ARTICLE VIII. EMPLOYEES TO BE COMPETENT

The CONTRACTOR shall employ only competent persons to do the work and whenever the Appropriate Town Official shall notify the CONTRACTOR that any person on the work is, in his opinion, incompetent, discourteous, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed under this Contract, except with the consent of the Appropriate Town Official.

ARTICLE IX. PROTECTION AGAINST LIABILITY

The CONTRACTOR acknowledges and agrees that he is responsible, as an independent CONTRACTOR, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify and hold harmless the Town and its officers, board and employees from any loss, damage, cost, charge, expense and claim, which may be made against it or them, or to which they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or his agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney fees and expenses, and if any claim is made, the Town may retain out of any payments, then, or thereafter, due to the CONTRACTOR a sufficient amount to protect itself completely against such claim, cost and expenses.

ARTICLE X. TERMINATION FOR IMPROPER PERFORMANCE

The CONTRACTOR agrees that if at any time during the term of this Contract the Town determines that the CONTRACTOR is negligently or incompetently performing the work, or any part thereof, or is unable to the satisfaction of the Town to perform the same, or is not complying with the direction of the Town, or with the regulations or orders of the Appropriate Town Officials or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, or is disposing of the refuse without a permit therefore in any municipality that requires such a permit the Town may, at its election at any time thereafter, terminate this Contract, by giving written notice thereof to the CONTRACTOR specifying the effective date of such notice and upon the date so specified, Contract shall terminate.

ARTICLE XI. PAYMENT FOR DAMAGES

The CONTRACTOR shall pay to the Town all expenses, losses and damages, as determined by the Town, incurred in consequences of any misfeasance, omission or mistake of the CONTRACTOR or its employees or the making good thereof. It is further agreed that damage to the Town will result from a failure by the CONTRACTOR to collect refuse or recyclables from each building, clean up spilled refuse, maintain clean vehicles, or furnish a collection and disposal schedule, therefore, the CONTRACTOR agrees to pay and the Town agrees to accept the following amounts as liquidated damages as determined by the Town.

- A. Failure to clean up spilled solid waste materials, each instance.....\$100.00
- B. Failure to clean vehicle or conveyances as provided for in the specifications, each instance\$100.00

- C. Failure or neglect to collect refuse, recyclables, and yard waste placed at curbside before the daily collection time as provided by this Contract within twenty-four hours of that collection time, each instance\$100.00
- D. Failure or neglect to furnish a schedule or a revised schedule of collection and disposal, each instance\$100.00
- E. Failure to respond to request for increase in vehicles in accordance with Article IV, Paragraph F, of this contract, per day.....\$2,500.00

The Town may deduct ALL damages referred to in this section from any payment then or thereafter due to the CONTRACTOR.

ARTICLE XII. LAWS AND REGULATIONS

All work done is to comply with all Federal, state laws and local bylaws and regulations. The CONTRACTOR shall keep himself fully informed of all State and Federal Laws, and local bylaws and regulations in any other manner affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications or Contract for this work in relation to any such law, bylaws, regulation, order or decree, he shall forthwith report the same to the Town in writing. The CONTRACTOR shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existent and future laws, bylaws, regulations, orders and decrees; and shall protect and indemnify the Town and the Board of Selectman and their officers and agents against any claim or liability arising from or base on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees.

ARTICLE XIII. RESPONSIBILITY FOR LABOR AND MATERIALS

The CONTRACTOR further agrees that he will pay for all labor performed or furnished, and for all material used or employed, and for the rental or hire of vehicles, power shovel, tools and other appliances and equipment used or employed in the carrying out of this Contract, and shall pay all persons who contract with the principal for labor and materials on account of the work herein contemplated and that he will furnish the Appropriate Town Official at his request with evidence satisfactory to the Appropriate Town Official that all persons who have done work or furnished anything under this contract and all claims of private corporation or individuals for damage of any kind caused by the construction of said work have been fully paid or satisfactorily secured and in case such evidence is not furnished the Town may cause to be retained out of any amount due the CONTRACTOR sums sufficient to cover any such unpaid claims. While it is understood that the security required to be given by the CONTRACTOR to satisfy the condition of statutory law or otherwise is furnished by his giving the bond accompanying this Contract, the Town may nevertheless cause any moneys retained or to become due to be held and applied to the payments for labor or materials for which security is required under the provisions, of law.

ARTICLE XIV. PERFORMANCE BOND

The CONTRACTOR shall furnish for the term of this Contract, a bond in a form approved by the Town and, with a surety company licensed with the Secretary of State, authorized to do business in the Commonwealth of Massachusetts, conditioned upon, the CONTRACTOR fully performing all his obligations under this Contract. The penal sum of the bond shall be 50% of the annual amount of the contract, which shall be renewed, for each of the contract years. The bond shall be delivered to the Town at the time of execution of this contract. Performance bond renewal each year shall be executed 30 days prior to July 1 of that year. Failure to provide performance bond requirements shall be cause to terminate this Contract.

ARTICLE XV. CHANGE IN LAW

Any amendment, modification or supersede of any applicable law, regulation or ordinance affecting CONTRACTOR'S performance under the terms and conditions hereof, and CONTRACTOR'S compliance with such resulting law, regulations, or by laws shall not be deemed breach of this agreement, and any additional costs associated with CONTRACTOR'S compliance therewith shall not be chargeable to and payable by the Town of Townsend.

ARTICLE XVI. FORCE MAJEURE

Neither the CONTRACTOR nor the Town shall be liable for the failure to perform their duties if such is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar or different contingency beyond the reasonable control of the CONTRACTOR or the Town.

ARTICLE XVII. MAINTENANCE OF SERVICE

Notwithstanding anything else to the contrary under this contract if by reason of strike, work stoppage or slowdown, etc., CONTRACTOR shall become hindered, slowed or otherwise unable to perform under this contract, CONTRACTOR, shall assign whatever management or other personnel from CONTRACTOR including but not limited to CONTRACTOR personnel from other districts in Massachusetts to provide sufficient manpower to provide the same/continuing level of refuse collection services as above referenced to the Town.

ARTICLE XVIII. CLARIFICATION OF TERMS

The term "day" or "working day" shall be interpreted to mean Monday, Tuesday, Wednesday, Thursday, Friday, (and Saturdays when a holiday falls on a working day) exclusive of legal holidays and weekends.

ARTICLE XIX. ALL CONTRACTS ARE SUBJECT TO APPROPRIATION

The compensation provided by the Contract for any services to be rendered is subject to the availability and appropriation of funds, provided, however, that in the event that funds for compensation pursuant to this Contract are not available or have not been appropriated, the Town shall cancel this Contract and shall have no further liability to the Contractor under this Contract. The Contractor shall be entitled to compensation for all services satisfactorily

performed prior to the expiration of the last fiscal year for which an appropriation is available for this purpose.

ARTICLE XX. SALES TAX EXEMPTION

The Town of Townsend is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. This may be considered when forming contract prices.

ARTICLE XXI. PREVALING WAGE RATES

The CONTRACTOR shall make himself aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with the Town.

This law refers to the prevail wage rate minimums as set forth by the Massachusetts, Department of Labor and Industries, 100 Cambridge Street, Boston, MA 02202.

The rate schedule and the appropriate regulations relating to the subject law will be upheld and in force for all contracts set by the CONTRACTOR and the Town of Townsend.

The CONTRACTOR shall determine whether or not his business falls under any of the wage rates categories and shall set his contract prices accordingly. The Town will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries.

ARTICLE XXII. ASSIGNMENT AND/OR ORGANIZATION CHANGES

The CONTRACTOR shall not assign the Contract nor sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the Town. The CONTRACTOR shall not assign any monies due, or to become due to him under this Contract, without the previous written consent of the Town.

The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the CONTRACTOR, or any assignment for the benefit of creditors, shall, at the election of the Town:

- (a) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town.
- (b) Fully obligate the newly formed organization, corporation and/or 1 legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.

Failure of any subcontractor to perform shall not relieve the CONTRACTOR of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

ARTICLE XXIII. RECYCLABLE PAPER REBATE

As an offset to the cost for recyclables collection, the CONTRACTOR shall provide a credit based on the tonnage of recyclable paper. The formula includes a guaranteed minimum payment

of \$5 per ton of paper. The credit will be greater if the price for paper in the preceding month exceeds \$50.00 per ton on the "Yellow Sheet Price, second issue of the month for New England #8 News". In those months, the credit will be calculated as 50% of the amount by which the paper price exceeds \$50 per ton. This will be applied to the number of tons of paper and cardboard collected. For example, if the paper price per ton is \$100, the formula would indicate a rebate to the Town calculated as:

$$\text{Recycling Credit} = (\$100 - \$50) \times 50\% = \$25 \text{ per ton applied to all paper and cardboard tons.}$$

For the proposals for "single stream" collection of recyclable materials (i.e., combining fiber and containers), or if at any point in time, recyclables are collected in a single-stream manner, the rebate formula will be different and will be based on the total tonnage. The formula will be calculated assuming that the portion of the total tonnage of recyclables is 60% paper and 40% commingled containers. The rebate formula will include a minimum of \$5 per ton for ALL recyclables. In months when the paper prices for #8 News exceed \$50.00 per ton, the credit will be calculated as 30% of the amount by which the paper price exceeds \$50 per ton. This will be applied to the total number of tons recycled (including cardboard, paper and all commingled materials). For example, if the paper price per ton is \$100, the formula would indicate a rebate to the Town calculated as:

$$\text{Single Stream Recycling Credit} = (\$100 - \$50) \times 30\% = \$50 \times 30\% = \$15 \text{ applied to ALL tons of recyclables.}$$

Each month, the CONTRACTOR shall submit an invoice for payment that includes the Recycling Credit for the tonnage of paper collected in the previous month and will also submit a copy of the applicable page of the "Yellow Sheet" as verification of the market rate assumed.

ARTICLE XXIV. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

IN WITNESS WHEREOF, the parties, to these presents have, caused these presents to be signed and sealed this ____ day of _____ in the year Two Thousand And Fourteen (2015).
The Town of Townsend, Massachusetts:

_____, Appropriate Town Official(s)

Approved As To Form _____, Town Counsel

Availability of Funds _____, Town Finance Official

CONTRACTOR

By: _____

Title: _____

Date: _____

**PART 4 ATTACHMENTS
ATTACHMENT A**

Definition and Approximate Number of Eligible Residences by Type

	Townsend
Definition of Eligible Residences*	1 to 4 family
Number of households	3,400
Single Family	2751
Duplex	46
Triplex	9
Apt Complexes	7
Condominiums	272
Multiple Use (commercial-residential)	122
Public Housing	1
# of Commercial	81
Industrial	26
Population	~9,500
Roadway Miles	134
Sq Miles (Area)	32.83
Solid Waste Annual Tonnage	2500
Cost of Current Contract	\$434,000/year plus \$73 /ton tipping fee
Frequency of Service	Tuesday - Friday
Customer Service (Town provided or Contractor provided)	Contractor
Observed Holidays	All Sundays
	New Year's Day
	Memorial Day
	Independence Day
	Labor Day
	Thanksgiving Day
	Christmas Day

*Generated waste only accepted from eligible occupied residences.

ATTACHMENT B

Locations to Receive Municipal Service and Contractor-Provided Containers for
Refuse & Recycling

Location, Quantity, Size, Frequency of Collection

Townsend

Facility	Location	Trash 64-gallon wheeled toter or dumpsters	Recycling* 64-gallon wheeled toter or rolloff
Memorial Hall Fire Annex	272 Main Street	1 – 10 yard dumpster	4-64 Gallon toters*
Police Station	12 Dudley Road	1 – 10 yard dumpster	1-64 Gallon toters*
Fire/EMS Offices	13 Elm Street	64-gallon wheeled barrel	2-64 Gallon toters*
Center Fire Station	Elm Street	64-gallon wheeled barrel	*
W. Townsend Fire Station	Main Street	64-gallon wheeled barrel	*
Parks & Cemetery Depart.	31 Highland Street	1 – 2 yard dumpster	*
Water Department	540 Main Street	64-gallon wheeled barrel	1-64 Gallon toter*
Recycling Center	33 Greenville Road	1– 10 yard dumpster	2– 10 yards (paper and containers) 2 roll-offs (metal and bulky/furniture)
Highway Department	177 Main Street	1 – 10 yard dumpster	1-64 Gallon toter *
Public Library	12 Dudley Road	1 – 10 yard dumpster	1-64 Gallon toter *
Senior Center	12 Dudley Road	1 – 10 yard dumpster	1-64 Gallon toter *

* = Collection day same as neighborhood

ATTACHMENT C
Multi-Family Complexes to Receive Municipal Service

		Townsend
Definition of Eligible Residences *		1 to 4 family

ATTACHMENT D

Bulky Collection

		Townsend
1 Bulky Item**		Week after Labor Day weekend and Memorial Day weekend

***GENERATED WASTE ONLY ACCEPTED FROM ELIGIBLE OCCUPIED RESIDENCES.**

**** ONE BULK ITEM PER RESIDENCE ACCEPTABLE LIST**

- Upholstered furniture: a couch, loveseat, ottoman, chair
- Wooden furniture: table and chairs, dressers, chest, book shelves (do not break down)
- Bedding: mattresses, box springs, wooden bed frames and headboards
- Rolled carpeting: must be less than 5' long and weigh less than 50 lbs
- This does not include metal or plastic furniture, pieces of wood or other construction and demolition materials.
- A table with chairs is considered to be one item, a mattress and box spring is considered to be one item, a couch, an overstuffed chair, a dresser, are all considered to be one item.

ATTACHMENT E

Sample Annual Calendar

2014 Townsend Curbside Trash & Recycling Schedule

Trash and Recycling Week Paper & Containers, Separated	Trash Only Week	Trash and Recycling Week Paper & Containers, Separated	Trash Only Week
July 1st – July 4th*	July 8 th – July 11	July 15 – July 18	July 22 – July 25
July 29 – August 1 st	August 5 – August 8	August 12 – August 15	August 19 – August 22
August 26 – August 29	Sept 2 – Sept 5	Sept 9 – 12	Sept 16 – Sept 19
Sept 23 – Sept 26	Sept 30 – October 3	Oct 7 – Oct 10	Oct 14 – Oct 17
Oct 21 – Oct 24	Oct 28 – Oct 31	Nov 4 – Nov 7	Nov 11 – Nov 14
Nov 17 – Nov 21	Nov 25 – Nov 28*	Dec 2 – Dec 5	Dec 9 – Dec 12
Dec 16 – Dec 19	Dec 23 – Dec 26*	Dec 30 – January 2, 2015*	

*** INDICATES TRASH WILL BE DELAYED ON A MAJOR HOLIDAY BY ONE DAY. (Tuesday will be Wednesday; Wednesday Thursday; Thursday Friday and Friday a Saturday pickup)**

TRASH: There is a 66-gallon trash bag limit July 1st, 2014 for curbside picked up ONHOLD until the Fall Town Meeting where residents will decide if they want to stay with the 99gallon curbside weekly trash allowance or reduce as previously stated. Recycling saves money; recycle as much as you can! **Recycling is Mandatory** in our town. Acceptable trash: Three (3) 32-gallon bags/barrels, or One (1) bag/barrel NOT TO EXCEED 96gallons. Overflow bags can be obtained at McNabb's Pharmacy, Townsend Memorial Hall, Townsend Recycling Center and the Red Brick Store for \$2.00/bag in packages of five (5).

RECYCLING:

Paper: All recyclable paper (clean and dry). **Yes:** newspaper, mixed paper (magazines, food boxes, junk mail, catalogs, phone books), corrugated paper bags. **NO** soiled items (used paper plates, tissues, paper towels, greasy pizza boxes). **NO** cloth, plastic bags, fabric handles, hardcover books, **NO** Styrofoam **NO** sample products or junk-mailed objects.

Containers: All recyclable co-mingled solid containers (empty and rinsed). **Yes:** Aluminum beverage cans, foil and food cans. Plastics #1-#7. Steel food cans. Glass includes clear and colored bottles & jars; labels & neck rings are okay; remove lids and corks. **NO** bulbs. **NO** pane glass. **NO** drinkware, dishware or cookware and especially **NO** Pyrex. **NO** motor oil containers. **NO** paint cans, spray cans, scrap metal. Take scrap metal to Recycling Center.

Still have things to dispose of? Check out the Recycling Center at 33 Greenville Road. Open every 1st and 3rd Saturday of the month from 7am-2pm. Many items accepted including your scrap metal and yard debris. For more information see the Recycling Center web site under Town Departments.

ATTACHMENT F
Additional Services

Note: The Contractor shall be expected to provide refuse and recycling containers and services for local events, including but not limited to those listed below.

	Townsend
Special & Regular Services Waste & recycling pick up	Earth Day on Common Summer Band Concerts on Common Baseball & Soccer Fields

ATTACHMENT G
List of Additional Price Proposals Requested

There are multi-family complexes that are not included in the municipal residential trash collection system and businesses that the Town would like to request a cost proposal. The refuse collection service proposed for these complexes must take place on a separate day than the rest of the town collection or in the case of multiple day collection, must utilize a separate truck. The refuse must not be combined with the refuse from the municipal residential trash collection system. The cost proposed, therefore must include separate collection, transport **AND DISPOSAL** cost for refuse and the collection and processing for recyclables. The frequency of service is expected to be weekly for refuse and weekly for recyclables.

Townsend	Units	Refuse	Recyclables
West Meadow Estates, Condos, West Townsend	45		
Country Estates, Turnpike Rd,	60		
Pine Ridge Estates Fitchburg Road	120		
Nissitissit Group, 3 Dudley Road	8		
Benjamin's Condos, Main Street	8		

ATTACHMENT H
Prevailing Wages

In accordance with Massachusetts General Law (MGL), Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries.



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
 DIVISION OF OCCUPATIONAL SAFETY

DEVAL L. PATRICK
 Governor
TIMOTHY P. MURRAY
 Lieutenant Governor

SUZANNE M. BUMP
 Secretary of Labor and Workforce Development
GEORGE NOEL
 Director, DOL
LAURA M. MARLIN
 Commissioner

Issue Date: February 27, 2008
Awarding Authority: Town of Townsend
Contract Number:
Description of Work: Solid Waste & Recycling Collection Services

The following prevailing wage rates apply to your upcoming contract for solid waste and recycling collection services. These rates are determined by the Division of Occupational Safety under the provisions of Massachusetts General Laws, chapter 149, sections 26 to 27F.

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>	<u>BASE RATE</u>	<u>HEALTH & WELFARE</u>	<u>TOTAL RATE</u>
Driver	07/01/08	\$19.18	\$6.12	\$25.30
	07/01/09 -	\$19.66	\$6.12	\$25.78
	End of Contract			
Laborer	07/01/08	\$17.08	\$6.12	\$23.20
	07/01/09	\$17.51	\$6.12	\$23.61
	End of Contract			

These rate determinations constitute the minimum wage rates, and do not supersede or preempt higher rates that may result from individual employment contracts. These wage rates shall be made available to all prospective bidders or offerors and shall be made a part of the contract for said services. See M.G.L. c. 149, §27F.

ATTACHMENT I

Recyclables Tonnage

	Townsend
Recyclables (by Category):	
Commingled	300
Paper	375
White Good estimates	

ATTACHMENT J

TAXES, NON-COLLUSION, AND SIGNING AUTHORITY

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that the company named below has filed all Massachusetts State tax returns and paid all State taxes required by Massachusetts.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The undersigned certifies under penalties of perjury that he/she is authorized on behalf of the company named below to bind the bidder contractually. If the bidder is a corporation, a clerk's certificate of vote and minutes of a Director's meeting will be provided.

Social Security Number or Federal Identification Number

Firm Name

Printed Name of Signer

Signature

Date

PART 5- PRICE PROPOSALS

Preference will be given to CONTRACTORS proposing to perform all services (refuse and recyclables), but the Town reserve the right to award separate contracts for refuse and recycling services if it is found to be clearly in the Town's best interest to do so. The Town reserves the right to award all collection, transport and disposal services to a single CONTRACTOR, or to award separate contracts for each component as described in Section 1.7 of the Request for Proposals. The contractor shall collect all materials according to the established collection routes determined by the town and the contractor, which cover the entire town in no more than four days each week between Tuesday and Friday. No deviations from this schedule will be allowed unless a holiday occurs on a scheduled collection day thereby delaying pickup of that route by one day.

Collections shall be made between the hours of 7AM and 4PM. The town limits the number of bags picked up from each residence, currently to three (3), unless specially approved through a town overflow bag. If implemented it shall be the responsibility of the contractor to insure that each bag of waste be in a bag issued by or container approved by the town. Non-conforming bags or containers containing material not included in the definition of household solid waste as specified herein shall not be picked up.

ALL PRICE PROPOSALS ARE TO PROVIDE THE SERVICES AS OUTLINED BELOW AND AS DESCRIBED IN THE RFP AND CONTRACTOR'S PROPOSAL FOR WEEKLY REFUSE AND SINGLESTREAM RECYCLABLES COLLECTION.

PRICE PROPOSAL 1: Contractor provides 64 gallon trash and recycling totes.

PRICE PROPOSAL 2: Residents provide trash and recycling containers (64 gallon curbside trash limit and overflow bags available)

ITEM	DESCRIPTION
1.1.a, 2.1.a	This item should include the full yearly cost to provide curbside refuse collection and transport to a permitted facility for a 3, 5 or 10 year agreement options. Additionally, a twice yearly bulky collection option cost should be listed.
1.1.b, 2.1.b	This item should include the full yearly cost to provide Municipal Service and Contractor-Provided Containers for Refuse & Recycling collection and transport to a permitted facility for a 3, 5 or 10 year agreement options.
1.1.c, 2.1.c	This item should include the total cost per ton to dispose waste materials at a permitted facility for a 3, 5 or 10 year agreement options.
1.2.b, 2.2.b	This item should include the full yearly cost to provide weekly Single-Stream recyclable materials (commingled paper combined with commingled containers) collection, transport and processing to a recycling facility at a location to be determined by the Contractor for a 3, 5 or 10 year agreement options.
1.3.a	This item should include the Contractor delivers 8,000 64 gallon trash and recycling totes to residents.

PRICE PROPOSAL 1

REFUSE AND RECYCLABLES COLLECTION

Contractor provides 64 gallon trash totes and 64 gallon recycling totes

	Agreement period		
	List 1st year amount only		
	3 year	5 year	10 year
Item 1.1			
a. Curbside refuse collection and transport			
First Year Lump Sum – weekly refuse	\$ _____	\$ _____	\$ _____
First Year Lump Sum – twice year bulky	\$ _____	\$ _____	\$ _____
b. Municipal Service and Contractor-Provided Containers for Refuse & Recycling collection and transport			
First Year Lump Sum - Municipal buildings, and grounds	\$ _____	\$ _____	\$ _____
First Year Lump Sum - Recycling Center	\$ _____	\$ _____	\$ _____
c. Disposal (tip fee)			
First Year Lump Sum-- weekly refuse price per ton	\$ _____	\$ _____	\$ _____
First Year Lump Sum – 2x year bulky price per ton	\$ _____	\$ _____	\$ _____

Item 1.2			
a. Single-Stream recyclable materials (commingled paper combined with commingled containers) weekly collection, transport and processing to a recycling facility at a location to be determined by the Contractor.			
First Year Lump Sum for Weekly	\$ _____	\$ _____	\$ _____
First Year Lump Sum for Weekly including Styrofoam	\$ _____	\$ _____	\$ _____

Item 1.3			
a. Contractor delivers 8,000 64 gallon trash and recycling totes to residents			
Lump Sum Total for Assembly and Delivery	\$ _____	\$ _____	\$ _____

I (We) certify that these prices are accurate and shall remain effective for 120 days from the date of signing, and for the duration of the contract, if selected by the Towns.

Company: _____

Signed By: _____

Title: _____ **Date:** _____

PRICE PROPOSAL 2

REFUSE AND RECYCLABLES COLLECTION

Residents provide trash and recycling containers (64 gal curbside trash limit and overflow bags available)

	Agreement period		
	List 1st year amount only		
	3 year	5 year	10 year
Item 2.1			
a. Curbside refuse collection and transport			
First Year Lump Sum – weekly refuse	\$ _____	\$ _____	\$ _____
First Year Lump Sum – twice year bulky	\$ _____	\$ _____	\$ _____
b. Municipal Service and Contractor-Provided Containers for Refuse & Recycling collection and transport			
First Year Lump Sum - Municipal buildings, and grounds	\$ _____	\$ _____	\$ _____
First Year Lump Sum - Recycling Center	\$ _____	\$ _____	\$ _____
c. Disposal (tip fee)			
First Year Lump Sum-weekly refuse price per ton	\$ _____	\$ _____	\$ _____
First Year Lump Sum- 2x year bulky price per ton	\$ _____	\$ _____	\$ _____

Item 2.2

a. **Single-Stream** recyclable materials (commingled paper **combined** with commingled containers) weekly collection, transport and processing to a recycling facility at a location to be determined by the Contractor.

First Year Lump Sum for Weekly	\$ _____	\$ _____	\$ _____
First Year Lump Sum for Weekly including Styrofoam	\$ _____	\$ _____	\$ _____

I (We) certify that these prices are accurate and shall remain effective for 120 days from the date of signing, and for the duration of the contract, if selected by the Town.

Company: _____

Signed By: _____

Title: _____ **Date:** _____

Price Proposal 3 MISCELLANEOUS SERVICES

Price proposal 3 is to provide additional services as outlined below and as described in the request for proposals. Contractors are **requested** to provide these additional price proposals but they will be considered separately from the main proposal.

Item 3.1

Businesses

Payment will be directly from the business to the Contractor:

Solid waste - collection, transportation and disposal

	Year 1	Year 2	Year 3
Price per dumpster, per pickup	\$ _____	\$ _____	\$ _____
Price per toter, per pickup	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

Recyclables --collection, transportation and processing

	Year 1	Year 2	Year 3
Price per cardboard dumpster, per pickup	\$ _____	\$ _____	\$ _____
Price per toter, per pickup	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

Item 3.2

Annual Refuse and Recycling Services for Townsend Multi-family Complexes. **Cost must include collection, transportation and disposal cost for refuse and the collection and processing for recyclables.**

Townsend	Units	Refuse	Recyclables
West Meadow Estates, Condos, West Townsend	45		
Country Estates, Turnpike Rd,	60		
Pine Ridge Estates Fitchburg Road	120		
Nissitissit Group, 3 Dudley Road	8		
Benjamin's Condos, Main Street	8		



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

2.3

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

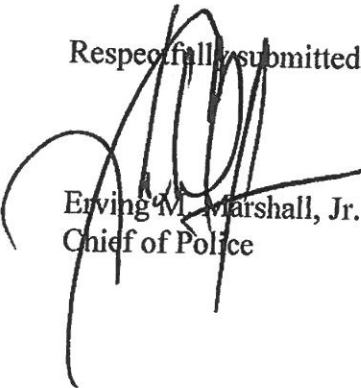
From: Erving M. Marshall, Jr., Chief of Police

Re: Mark Giacotti Request for appointment to Lieutenant

Date: January 20, 2015

In accordance with Chapter 41, Section 97a of the Massachusetts General Laws, I hereby submit that Sergeant Mark Giacotti be promoted and appointed to the rank of Lieutenant contingent upon the settlement of a personnel contract between himself and the Town of Townsend. Said appointment to have a start date upon agreement of the contract through June 30, 2015.

Respectfully submitted:



Erving M. Marshall, Jr.
Chief of Police

Cc: Appointment file
Giacotti file



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

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

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

Re: Kimberly Mattson Request for Promotion to Sergeant

Date: January 20, 2015

In accordance with Chapter 41, Section 97a of the Massachusetts General Laws, I hereby submit that Officer Kimberly Mattson be promoted and appointed to the rank of Sergeant from January 27, 2015 to June 30, 2015.

Respectfully submitted:


Erving M. Marshall, Jr.
Chief of Police

Cc: Appointment file
Mattson file



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

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

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

Re: Randy Girard Request for Promotion to Sergeant

Date: January 20, 2015

In accordance with Chapter 41, Section 97a of the Massachusetts General Laws, I hereby submit that Officer Randy Girard be promoted and appointed to the rank of Sergeant from January 28, 2015 to June 30, 2015.

Respectfully submitted:

Erving M. Marshall, Jr.
Chief of Police

Cc: Appointment file
Girard file



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

RECEIVED
JAN 16 2015
TOWN OF TOWNSEND
TOWN CLERK

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

1/16/15

JOB POSTINGS

The Townsend Police Department is posting positions for Police Lieutenant and Sergeants positions at this time.

These are internal postings for current personnel of the Townsend Police Department only and we will not be accepting candidates outside of the department. They are also based on scoring from an Assessment Center and management prerogative.

The Lieutenant's salary will be based contractual negotiations with the town and the Sergeant's annual and hourly rate of pay will be based on rates of pay contained within the collective bargaining agreement between the Town of Townsend and AFSME Council 93, Local 3470, Police Union.

CHARTER

election the Selectmen may call a special election, however, upon receipt by petition of two hundred (200) or more registered voters the remaining Selectmen will forthwith call a special election.

(g) **Recall Election Procedures** – as per Town By-law pursuant to Chapter 27 of the Acts of 1995.¹

Section 3-2 Selectmen

(a) Composition and Term of office

A Board of Selectmen, three members elected for three years each, arranged so that the term of one member expires each year.

The composition of the Board may change from three (3) to five (5) members as determined by a two-thirds vote of an Annual Town Meeting, provided that such vote is ratified by the voters of the Town at the next Annual Town Election. A five (5) member Board would have three (3) year overlapping terms, so arranged that as nearly an equal number of members as possible shall expire each year.

(b) Powers and Duties

The executive powers of the Town shall be vested in the Board of Selectmen, which shall be deemed the chief executive office of the Town. The Board of Selectmen shall have all of the executive power possible to have and to exercise in accordance with the Constitution and the laws of the Commonwealth and by the charter and by-laws of the Town of Townsend. These powers shall also be extended to any trusts granted to the Board of Selectmen. The Board of Selectmen shall be responsible for the formulation and promulgation of policy directives and guidelines to be followed by all town agencies serving under it and, in conjunction with other elected multiple member bodies to develop and promulgate policy guidelines designed to bring the operation of all town agencies into harmony. Nothing in this section shall be construed to authorize any member of the Board of Selectmen, nor a majority of such members, to become involved in the day-to-day administration of any town agency. It is the intention of this provision that the Board of Selectmen shall act only through the adoption of broad policy guidelines that are to be implemented by officers and employees serving under it.

(c) Licensing Authority

The Board of Selectmen shall be a licensing board for the town and shall have power to issue licenses as otherwise authorized by law, to make all necessary rules and regulations regarding the issuance of such licenses and to attach conditions and to impose restrictions on any such license as it may issue as it deems to be in the public interest and to enforce all laws relating to all businesses for which it issues any licenses.

(d) Appointment Authority

The Board of Selectmen shall appoint a Town Administrator, Town Accountant and an assistant, Constables, the Town Counsel, the Building Commissioner and an alternate, the Zoning Board of Appeals, the Conservation Commission, the Historic Districts Commission, the Personnel Board (Town By-law), the Board of Registrars (except the Town Clerk who serves by law) and other Election Officers, a Police Chief and the Police Department, a Keeper of the Lockup, Crossing Guards, a Fire Chief and the Fire Department, Hazardous Waste

¹ Editor's Note: See Ch. A196, Special Acts.

3.4

Five Centennial Drive
Peabody, MA 01960-7985
532-1900 fax: 978-977-0100
www.westonandsampson.com



January 6, 2015

Townsend, MA
Project No. M2140254

Louis A Soracco, P.E.
Project Manager
Stantec Consulting Services
5 LAN Drive, Suite 300
Westford, MA 01886

Water System SCADA System Upgrade
Project Change Order No. 2

Dear Mr. Soracco:

As requested, **Weston & Sampson CMR, Inc. (W&S CMR)** is pleased to submit this change order to deduct labor for installation of ultrasonic level transmitters at the Highland and Fitchburg Tanks. Both tanks have existing transmitters that are in good condition and compatible with the new units. The new units will be delivered as spares. The Cost for this change order is outlined below:

A. Costs

- Labor
 - 8 man hours x \$59.65 x 1.55 (Direct Payroll Expense) x 1.20 (OH&P.) = \$1,109.49
- **Total Change Order No. 2 Deduct =** **-\$1,109.49**

Please review this submittal and call me at (978) 532-1900 ext 2440 or e-mail me at richards@wseinc.com with any questions.

Sincerely,

Weston & Sampson CMR, Inc.

Stephen J. Richard, P.E., C.P.O.
Vice President

T:\CMR\Townsend Water Dept\SCADA System M2140254\Change Orders\Change Order No. 2 - Level Transmitter Deduct.docx



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

3.5

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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Board of Selectmen
FROM: Andrew J. Sheehan, Town Administrator
DATE: February 3, 2015
SUBJ.: Take-Home Vehicles

Recently the issue of take-home vehicles was raised at a Board of Selectmen meeting. I have consulted with department heads on this issue. I hope the following information will be helpful:

Police Department: Police Chief Erving Marshall is the only current member of the department who takes home a Town vehicle. This is part of the Chief's contract and was in place when I came to Townsend. Historically, the second in command – the Lieutenant or Deputy Chief – has had use of a take home vehicle. This is a subject of negotiation that will be determined after an appointment is made to fill the current vacancy.

Fire Department: Fire Chief Mark Boynton is the only member of the department who takes home a Town vehicle. This is part of the Chief's contract and was negotiated at his time of hire.

Highway Department: Superintendent Ed Kukkula and Foreman Keith Letourneau have use of take home vehicles. This is a longstanding practice that was in place when I came to Townsend.

Water Department: Water Superintendent Paul Rafuse is the only member of the department who takes home a Town vehicle on a regular basis. This is a longstanding practice that was in place when I came to Townsend. The two Water Technicians have access to a Town-owned vehicle when they are on call. According to Superintendent Rafuse, the Water Technicians typically use their personal vehicles and only rarely do they take home a Town vehicle when they are on call.



TOWN OF TOWNSEND VEHICLE ASSIGNMENT POLICY

3.5

Policy #4-05 Vehicle Assignment Policy

The purpose of this policy is to set forth the guidelines under which Town vehicles will be authorized to Town Personnel and the guidelines under which Town vehicles may be used.

The provisions of this policy apply to all general government employees. Employees whose employment is regulated by collective bargaining agreements or personal contract are subject only to those provisions not specifically regulated by agreement.

It is the policy of the Town that certain positions require employee access to municipal vehicles, either during the work shift or on a 24-hour on-call basis. Town vehicles are not personal vehicles and are not for personal use. Town vehicles should be viewed as belonging to the citizens of the Town and are assigned solely for the purposes consistent with providing services to those citizens.

The assignment of municipal vehicles during work time is based upon job description. Appointing authorities who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Board of Selectmen.

The assignment of vehicles for 24-hour use will be made in writing by the Town Administrator, and will only be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions. Criteria which will be used in the determination of eligibility for 24-hour vehicle use include:

- Officially designated on-call status;
- Emergency or other equipment contained in the vehicle; and/or
- No town facility is available for garaging in a safe and convenient location.

Vehicle use is limited to travel to and from the residence and place of work. The vehicle should be driven over the most direct route taking into account road and traffic conditions. The vehicle should not be utilized for travel outside a direct commuting route for personal reasons. Whenever a position becomes vacant, the authorization for 24-hour use shall be re-evaluated.

Employees assigned municipal vehicles on a 24-hour basis will be given a copy of this policy and will be required to sign a confirmation receipt.

Employees authorized to commute in a Town vehicle may be subject to imputed income tax regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. On December 1st of each year, the Treasurer/Collector shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use Town vehicles for commuting purposes, and the normal, one-way commuting distance. Employees who are assigned marked and unmarked police vehicles, and/or marked municipal vehicles carrying tools and meeting certain other eligibility criteria will not be subject to imputed income taxation as a result of the vehicle assignment.

Rules Governing Use:

1. Municipal vehicles will not be used to transport passengers who are not directly or indirectly related to municipal business. Passengers shall be limited to Town employees and individuals who are directly associated with Town work activity (committee members, consultants, contractors, etc.). Family members shall not be transported in Town vehicles.
2. Vehicles should contain only those items for which the vehicle is designed. The Town shall not be liable for the loss or damage of any personal property transported in the vehicle.
3. Employees are expected to keep municipal vehicles clean, and to report any malfunction or damage to their supervisor immediately.
4. Employees assigned vehicles for commuting purposes are expected to park such vehicles in safe locations.
5. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
6. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
7. Employees who operate municipal vehicles must have a valid motor vehicle license issued by the state of their current residence and may be required to provide proof of valid motor vehicle license once every six (6) months.
8. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
 - a) Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines by the town is approved by the Board of Selectmen.
 - b) Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours. Failure to provide such notice may be grounds for disciplinary action.
 - c) An employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his or her personal vehicle or in a municipal vehicle, must notify his or her supervisor immediately when practicable, but in no case later than 24 hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.
9. No employee may use a municipal vehicle for out of state use without advance approval of the Town Administrator.

Mileage Reports

Employees using a municipal vehicle will be required to keep track of business miles with an Assigned Vehicle Log Form. The mileage log will contain the following information:

Date	Business Purpose
Mileage	Personal Use Miles
Starting location	
Destination	

On a monthly basis the employee will be required to submit the mileage log form to the Board of Selectmen's Office.

Mileage reports must be kept up-to-date and maintained by the employee. Failure to submit a report and maintain logs in a timely manner may result in the loss of vehicle privileges.

All Employees will be given a copy of this policy and will be required to sign a confirmation receipt.

Adopted by the Board of Selectmen on October 25, 2005
THE TOWNSEND BOARD OF SELECTMEN

Daniel J. Murphy, *Chairman*

Peter H. Collins, *Vice-Chairman*

Robert Plamondon, *Clerk*



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


Sue Lisio, Chairman
Andrew J. Sheehan,
Town Administrator

Colin McNabb, Vice-Chairman

Carolyn Smart, Clerk
Office (978) 597-1701
Fax (978) 597-1719

MEMORANDUM

TO: Paul Rafuse, Water Superintendent

FROM: Andrew J. Sheehan, Town Administrator 

DATE: November 26, 2014

SUBJ.: Use of Town Vehicles by On-Call Employees

Board of Selectmen Policy #4-05, Vehicle Assignment Policy, governs the use of Town-owned vehicles. The Policy allows for the Town Administrator to assign Town-owned vehicles to employees.

Water Department employees who are serving an on-call rotation are hereby allowed to take home a Town-owned vehicle. This allowance is made in order to ensure that they are able to respond quickly to after-hours events. Employees are not required to take home a Town-owned vehicle. Water Department employees, at their discretion and subject to your approval, may use their personal vehicles while serving an on-call rotation as long as they can respond to after-hours calls.

Please feel free to contact me if you have any questions in this regard.

3.6

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

NOTICE OF APPROVAL OF CHARITY WINE TASTING EVENT

This is to certify that: **JOHN KING**

Friends of the Townsend Library 12 Dudley Road Townsend, MA

**THE ABOVE NAMED NON PROFIT ORGANIZATION IS HEREBY
GRANTED A SPECIAL LICENSE FOR THE SALE OF WINE
BEVERAGES, TO BE DRUNK ON THE PREMISES**

Under Chapter 138, Section 14, of the Liquor Control Act.

In conjunction with a **“Wine Tasting/Charity Event”** to be held on **February 28, 2015** with sale hours from **6:00P.M. to 9:00P.M.**

The license is granted in conformity with the Statutes and ordinances relating thereto, and expires **02/28/2015** unless sooner suspended or revoked.

Date:

THE LOCAL LICENSING AUTHORITIES



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

3.7


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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Capital Planning Committee

FROM: Andrew J. Sheehan, Town Administrator 

DATE: December 1, 2014

SUBJ.: FY16 Capital Planning Request

Attached please find capital requests for placement of two projects on the capital improvement plan, one for FY16 and the other for FY20. The Administration requests funding for two projects:

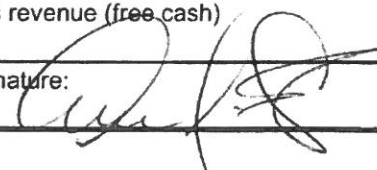
- We request funding to purchase the streetlights from Unitil. This one time purchase is expected to immediately reduce our streetlight costs by \$5,271 per year, resulting in a payback period of 3.9 years.
- Under the Facilities Maintenance Department we request funding in FY2020 for replacement of the Town Hall Roof. The Town Hall roof is about 15 years old and is showing signs of wear.

I look forward to discussing these in more detail with the Committee. Thank you for your consideration.

**TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE
FORM A - CAPITAL PROJECT REQUEST**

1. Department Town Administrator	2. Date: 12/1/2014
3. Contact Person & Title: Andrew Sheehan, Town Administrator	4. Phone: Extension: 978-597-1700 x1701
5. Project Title: Streetlight Purchase	6. Contact Email Address: asheehan@townsend.ma.us
7. Purpose of Project Request Form (check): <input checked="" type="checkbox"/> Add a New Project to the CIP <input type="checkbox"/> Modify a Project Already in the CIP <input type="checkbox"/> Resubmit Previous Project Request If Prior Unfunded Request, What FY 1st Submitted? _____	8. Fiscal Year Requested in CIP: 2016
	9. Department Priority: 1
	10. Estimated Useful Life in Years: 15
11. Description/Justification (attach any relevant background information): There are 111 high pressure sodium (HPS) streetlights in Townsend and the Town budgets \$17,500 annually. We are charged a fixed amount per light by Unitil based on the fixture type. By purchasing the streetlights we can reduce our costs by \$5,271 per year. This results in a payback period of 3.9 years. Once we own the lights we are free to change them from HPS to a more energy efficient fixture, such as light emitting diode (LED). The Energy Committee may be able to secure Green Communities funding for conversion to LEDs. Due to the higher efficiency of LED fixtures this would further reduce the Town's annual costs. Unitil has provided the attached worksheet showing a purchase price of \$20,535. We do not know at this time if there will be additional costs to the Town. For this reason we are requesting \$25,000 to cover any additional costs.	
12. Need for Consultant Advisory Services? (check): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Month & Year Project Will Begin If Funded? <u>July 2015</u> Month & Year Project Will End If Funded <u>January 2016</u>	

14. Estimated Capital Costs:						
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	TOTAL
Planning & Design						
Land Acquisition						
Site Development						
Construction					-	
Other (specify):	25,000					
TOTAL	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000

15. Estimated Net Effects on Operation Costs (+/-): One-Time \$ Annual \$		16. Estimated Net Effects On Municipal Revenue (+/-): None	
Personnel			17. Recommended Financing Source (if known): Surplus revenue (free cash)
Utilities		5,271	
Supplies			
Other (specify):			
TOTAL	\$ -	\$ 5,271	18. Signature:  12/1/14

Notes (reserved):

For Capital Committee Use Only: Recommended Number of Years (if any): Statutory Reference:	Estimated Annual Debt Service (Initial Fiscal Year): Maximum Number of Years Allowed: Date Estimated Provided:
---	--

STREET LIGHTS

111 TOTAL - ALL HPS ^{High Pressure Sodium}

	Cost Per Year
2010	\$ 15,239
2011	\$ 15,831
2012	\$ 16,606
2013	\$ 16,734

- 94 50W - 3300 lumens
- 15 100W - 9500 lumens
- 2 400W - 50,000 lumens

AVE. COST PER YEAR = \$ 16,103 PER MONTH = \$ 1,342

AFTER PURCHASING, UNITIL CHARGES THE FOLLOWING:

- 3,300 lumens = \$ 8.17/mos. OR \$ 98.04/yr.
- 9,500 lumens = \$ 9.73/mos OR \$ 116.76/yr.
- 50,000 lumens = \$ 20.64/mos OR \$ 247.68/yr.

TOWNSENDS COST WOULD BE:

$$\begin{aligned} 94 \times \$98.04 &= \$9,215.76 \\ 15 \times \$116.76 &= \$1,751.40 \\ 2 \times \$247.68 &= \$495.36 \\ \hline &= \$11,462.52/\text{yr.} \end{aligned}$$

$$\begin{aligned} \text{COST/yr. 2013} &= \$16,734 \\ \text{COST/yr. future} &= \$11,463 \\ \hline &= \$5,271 \\ &\text{SAVINGS/yr.} \end{aligned}$$

COST OF PURCHASING ALL 111 LIGHTS = \$ 20,535

$$5271 \overline{) 20535} = 3.9 \text{ year payback without changing to LED}$$

**TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE
FORM A - CAPITAL PROJECT REQUEST**

1. Department Facilities Maintenance Dept.	2. Date: 12/1/2014
3. Contact Person & Title: Andrew Sheehan, Town Administrator	4. Phone: Extension: 978-597-1700 x1701
5. Project Title: Town Hall Roof	6. Contact Email Address: asheehan@townsend.ma.us
7. Purpose of Project Request Form (check): (x) Add a New Project to the CIP () Modify a Project Already in the CIP () Resubmit Previous Project Request If Prior Unfunded Request, What FY 1st Submitted? _____	8. Fiscal Year Requested in CIP: 2020
	9. Department Priority: 2
	10. Estimated Useful Life in Years: 25

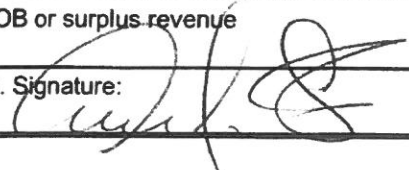
11. Description/Justification (attach any relevant background information):
 The Town Hall roof was replaced as part of the Town Hall renovation project around 1999. Over the years there have been occasional isolated leaks in the roof. Also, the roofing material was part of a class action suit due to a deficiency in production, thereby shortening the expected useful life of the roof.

In anticipation of the eventual failure of the roof we propose to include roof replacement on the capital plan. We have procured the attached estimate from Viking Roofing, Inc. in the amount of \$120,680. Because this project is five years out fifteen percent has been added to the estimated price: ten percent for contingency and five percent for inflation. For simplicity, the total request has been rounded to the nearest ten thousand dollars, resulting in a request of \$140,000. As we get closer we will further refine the number.

12. Need for Consultant Advisory Services? (check): () Yes (x) No

13. Month & Year Project Will Begin If Funded? July 2019 Month & Year Project Will End If Funded Sept. 2019

14. Estimated Capital Costs:	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	TOTAL
Planning & Design						
Land Acquisition						
Site Development						
Construction					140,000	
Other (specify):						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 140,000

15. Estimated Net Effects on Operation Costs (+/-):		16. Estimated Net Effects On Municipal Revenue (+/-):	
One-Time \$	Annual \$	None	
Personnel		17. Recommended Financing Source (if known):	
Utilities		GOB or surplus revenue	
Supplies		18. Signature: 	
Other (specify):		12/1/14	
TOTAL	\$ -	\$ -	

Notes (reserved):

For Capital Committee Use Only:	Estimated Annual Debt Service (Initial Fiscal Year):
Recommended Number of Years (if any):	Maximum Number of Years Allowed:
Statutory Reference:	Date Estimated Provided:

VIKING ROOFING, INC.



19B CLINTON DRIVE
HOLLIS, NH 03049

Estimate

Date
11/11/2014

Town of Townsend
177 Main St.
Townsend, MA 01469

Estimate #	PROJECT
3552	Town Hall
DESCRIPTION	AMOUNT
<p>Work to be performed for new Certainteed landmark premium architectural asphalt roofing system:</p> <p>Supply and install all required staging and safety systems to accommodate existing roof elevations and pitches.</p> <p>Supply and install temporary ground and building protection as needed to accommodate renovations.</p> <p>Remove and dispose of existing asphalt shingles, perimeter metals, pipe flashings, and un-adhered underlayments as needed down to original roof deck system.</p> <p>Remove and dispose of existing side wall step flashings as needed to incorporate new roofing leaving existing siding in place. If siding removal is needed it can be priced separately.</p> <p>Prep, broom clean, and inspect roof deck for insufficient substrates.</p> <p>Supply and install new self adhered ice and water shield a minimum of 5' up eave into heated interior space of building and 1.5' up check walls and each side of valleys as per manufactures specifications.</p> <p>Supply and install new synthetic felt underlayments to be mechanically attached over the remaining exposed roof deck surfaces.</p> <p>Supply, fabricate, and install new pre finished residential style perimeter drip edge metal with continuous nail flange anchoring for concealed fastening at eave and rake locations using the recommended nail fasteners.</p> <p>Supply and install new starter strip shingles to be pneumatically attached at eave and rake locations using regulated air pressures and the recommended nail fasteners of sufficient length to insure proper fastener depth.</p> <p>Supply and install new Certainteed landmark premium architectural asphalt shingles to be pneumatically attached to roof deck using regulated air pressures and the recommended nail fasteners of sufficient length to insure proper fastener depth.</p> <p>Supply and install new side wall step flashings at side cheek wall locations to incorporate new asphalt shingle coursing as per manufactures specifications.</p> <p>Supply and install new color matched cap shingles over new vent system to be mechanically attached to substrates using the required nail fasteners of sufficient length.</p> <p>Please feel free to call the office with any questions or concerns. (603) 883-6642.</p>	\$120,680.00
Total	

Phone #603-883-6642 Fax #603-883-6645 Cindi@vikingroofingnh.com www.vikingroofingnh.com

VIKING ROOFING, INC.



19B CLINTON DRIVE
HOLLIS, NH 03049

Estimate

Date
11/11/2014

Town of Townsend
177 Main St.
Townsend, MA 01469

Estimate #	PROJECT
3552	Town Hall

DESCRIPTION	AMOUNT
Final clean up and demobilization. Dump truck for waste to be provided by town. Material delivery and hoisting charges. 2 yr. workmanship guarantee. Permits and fees supplied by town. ***** Estimate excludes: Rear flat roofing replacement. Ice belt systems. Roof deck overlay or replacement. Metal Valley systems. Unforeseen conditions. Winter conditions. Snow removal. Removal and disposal of organic landscape debris. Soffit systems. Fascia cladding. Wood trim replacement. Snow retention systems. Gutter systems. *****	
Please feel free to call the office with any questions or concerns. (603) 883-6642.	Total \$120,680.00

Phone #503-883-6642 Fax #603-883-6645 Cindi@vikingroofingnh.com www.vikingroofingnh.com



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

3.8


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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

DATE: December 31, 2014

SUBJ.: FY16 Selectmen Budgets

I have prepared the attached first drafts of the budgets that fall under the Board of Selectmen. This memo briefly describes my recommendations and some proposed changes for the Board's consideration.

Board of Selectmen, Department 122: The proposed changes in this budget are minimal. I propose increasing the purchase of services line from \$1,450 to \$5,000. From time to time we need to retain the services of consultants or other professionals and often find ourselves unable to do so due to a lack of funds. This nominal amount will give us flexibility to act quickly to unexpected needs.

Legal, Department 151: At this time I am not proposing any increase in the legal budget.

Management Information Systems, Department 155: A couple of increases are proposed in the MIS budget. I recommend increasing the replacement equipment line item from \$8,000 to \$10,000. This is to allow us to continue to invest in the Town's critical IT infrastructure. I also increased the professional services line item from \$46,000 to \$50,000. Our contract with Townsend Technologies runs through the end of FY15 and we should anticipate that this cost will increase. This is an opportune time to discuss whether to continue with outsourced IT or bring IT in-house as a staff position.

Facility Maintenance, Department 191:

Over the past several months I have had discussions with staff about expanding the scope of the Facility Maintenance Department. The Town will soon have a new Fire-EMS headquarters and hopefully a new West Townsend Fire Station. These new facilities provide a perfect opportunity to revisit how Fire-EMS maintenance is handled. Chief Boynton is agreeable to relinquishing building maintenance so his department

can focus on its mission of delivering fire and emergency medical services. If we move in this direction I propose increasing the Facilities Manager from 35 to 40 hours per week and adding a Maintenance Technician. We have not yet determined the appropriate number of hours for the Maintenance Technician. Before investing additional time on this issue I need to know if the Board supports the change. If so, the enclosed Facilities budget as well as the Fire-EMS budget will change. Expanding the scope of the Facilities Department appears to also require Town Meeting approval. I will explore all of these issues after I receive direction from the Board.

On the expense side, there are just a couple of minor increases. The janitorial contract increases slightly in FY16 and \$5,000 has been added to the building maintenance and repairs line item to fund a balancing of the HVAC system at the Senior Center. As noted above, if we incorporate Fire-EMS into Facilities the expense budgets of both departments will change.

Memorial Hall, Department 192: No changes are proposed to the Memorial Hall budget.

I look forward to discussing the budget in greater detail.

Expense Worksheet

Object #	Description	Department Name	Department Number	Fiscal Year
		Board of Selectmen	122	FY16
		FY15 Budget	FY16 Department Proposed	% Change
5210	Energy			
5320	Non-Energy Utility - Water			
5240	Repairs and Maintenance - Bldg.			
5245	Repairs and Maintenance - Equip.			
5300	Professional & Technical Services	1,300.00	5,000.00	
5340	Communication	150.00	150.00	
5380	Other Purchased Services			
	Total Purchase of Services	1,450.00	5,150.00	0%
5420	Office Supplies			
5430	Building Supplies	1,150.00	1,150.00	
5435	Equipment Maintenance Supplies			
5480	Vehicular Supplies			
5580	Other Supplies	300.00	300.00	
	Total Supplies	1,450.00	1,450.00	0%
5710	Travel, Mileage - In State	200.00	200.00	
5730	Dues and Memberships	5,000.00	5,000.00	
5780	Other Charges	3,100.00	3,100.00	
	Total Other Charges & Expenses	8,300.00	8,300.00	0%
5850	New Equipment			
5860	Capital Lease of Equipment			
5870	Replacement Equipment			
	Total Capital Outlay	0.00	0.00	0%
	Grand Total Expenses	11,200.00	14,900.00	33%

Budget Worksheet

Department Name		Department Number	Fiscal Year
Management Information Systems		155	FY16
FY15 Budget		FY16 Department Proposed	% Change
Personal Services			
Purchase of Services	60,200.00	65,000	
Supplies		4,000	
Other Charges & Expenses			
Capital Outlay	8,000	10,000	
Total Department Operating Budget	68,200	79,000	15.84%

Object #	Expenditure Object Description		#DIV/0!
5100	Salaries & Wages - Department Head		
5110	Salaries & Wages - Operational Staff		
5112	Salaries & Wages - Support Staff(Admin)		
5120	Salaries & Wages - Temp. Help		
5130	Additional Gross -		
5131	Additional Gross -		
5132	Additional Gross -		
5190	Other - Longevity		
5191	Other -		
5195	Other -		
	Other -		
	Total Personal Services	-	

Submitted by: _____

Date: _____

Expense Worksheet

Object #	Description	Department Name		Department Number		Fiscal Year	
		Management Information	Systems	155	FY16	FY16	FY16
		FY15	FY16				
		Budget	Department Proposed			%	Change
5210	Energy						
5320	Non-Energy Utility - Water						
5240	Repairs and Maintenance - Bldg.						
5245	Repairs and Maintenance - Equip.						
5300	Professional & Technical Services	46,000.00	50,000.00				
5340	Communication	1,200.00	2,000.00				
5380	Other Purchased Services	13,000.00	13,000.00				
	Total Purchase of Services	60,200.00	65,000.00			0%	
5420	Office Supplies						
5430	Building Supplies						
5460	Groundskeeping Supplies						
5480	Vehicular Supplies						
5580	Other Supplies						
	Total Supplies	0.00	0.00			0%	
5710	Travel, Mileage - In State						
5730	Dues and Memberships						
5780	Other Charges						
	Total Other Charges & Expenses	0.00	0.00			0%	
5850	New Equipment						
5860	Capital Lease of Equipment						
5870	Replacement Equipment	8,000.00	10,000.00				
	Total Capital Outlay	8,000.00	10,000.00			0%	
	Grand Total Expenses	68,200.00	75,000.00			10%	

Expense Worksheet

Object #	Description	Department Name		Department Number		Fiscal Year	
		FY15	FY16	191	FY16	FY16	FY16
		Budget	Department Proposed				% Change
5210	Energy	90,000.00	90,000.00				
5320	Non-Energy Utility - Water	3,700.00	3,700.00				
5240	Repairs and Maintenance - Bldg.	30,000.00	35,000.00				
5245	Repairs and Maintenance - Equip.	4,000.00	4,000.00				
5300	Professional & Technical Services	40,025.00	40,825.00				
5340	Communication	1,500.00	1,500.00				
5380	Other Purchased Services						
	Total Purchase of Services	169,225.00	175,025.00				0%
5420	Office Supplies						
5430	Building Supplies						
5460	Groundskeeping Supplies						
5480	Vehicular Supplies	5,000.00	5,000.00				
5580	Other Supplies	1,000.00	1,000.00				
	Total Supplies	6,000.00	6,000.00				0%
5710	Travel, Mileage - In State						
5730	Dues and Memberships	1,200.00	1,200.00				
5780	Other Charges						
	Total Other Charges & Expenses	1,200.00	1,200.00				0%
5850	New Equipment						
5860	Capital Lease of Equipment						
5870	Replacement Equipment						
	Total Capital Outlay	0.00	0.00				0%
	Grand Total Expenses	176,425.00	182,225.00				3%

Add'l funds from Fire-EMS

Budget Worksheet

Description	FY15 Budget	FY16 Department Proposed	% Change
Personal Services			
Purchase of Services	11,000.00	11,000	
Supplies	4,000	4,000	
Other Charges & Expenses			
Capital Outlay			
Total Department Operating Budget	15,000	15,000	0.00%

Object #	Expenditure Object Description		
5100	Salaries & Wages - Department Head		
5110	Salaries & Wages - Operational Staff		
5112	Salaries & Wages - Support Staff(Admin)		
5120	Salaries & Wages - Temp. Help		
5130	Additional Gross -		
5131	Additional Gross -		
5132	Additional Gross -		
5190	Other - Longevity		
5191	Other -		
5195	Other -		
	Total Personal Services	-	#DIV/0!

Submitted by: _____

Date: _____

Expense Worksheet

Object #	Description	Department Name	Department Number	Fiscal Year
		Memorial Hall	192	FY16
		FY15	FY16	%
		Budget	Department Proposed	Change
5210	Energy			
5320	Non-Energy Utility - Water			
5240	Repairs and Maintenance - Bldg.			
5245	Repairs and Maintenance - Equip.	5,000.00	5,000.00	
5300	Professional & Technical Services	200.00	200.00	
5340	Communication	5,800.00	5,800.00	
5380	Other Purchased Services			
	Total Purchase of Services	11,000.00	11,000.00	0%
5420	Office Supplies	4,000.00	4,000.00	
5430	Building Supplies			
5460	Groundskeeping Supplies			
5480	Vehicular Supplies			
5580	Other Supplies			
	Total Supplies	4,000.00	4,000.00	0%
5710	Travel, Mileage - In State			
5730	Dues and Memberships			
5780	Other Charges			
	Total Other Charges & Expenses	0.00	0.00	0%
5850	New Equipment			
5860	Capital Lease of Equipment			
5870	Replacement Equipment			
	Total Capital Outlay	0.00	0.00	0%
	Grand Total Expenses	15,000.00	15,000.00	0%



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


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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Departments, Boards, and Committees

FROM: Andrew J. Sheehan, Town Administrator 

DATE: December 18, 2014

RE: **FY16 BUDGET INSTRUCTIONS AND ANNUAL TOWN MEETING**

As it does every year, the holidays signal the start of our budget process. There are positive signs in the American economy, but these are tempered by warning signs in the world economy. Things at the State level are mixed. Most of you are aware that the State is making some mid-year cuts due to a budget shortfall. These cuts include some local aid accounts, particularly school aid accounts. The Legislature is not expected to approve deeper cuts to the local aid accounts that are most critical to cities and towns. Fortunately, the issues at the State level appear to be one year problems and hopefully will not repeat in FY16. We will approach FY16 cautiously and strive to craft a reasonable and conservative spending plan. As we do every year we will make changes to budgets according to available revenues.

Salaries and Wages

Salaries and wages for union personnel shall be budgeted according to the applicable collective bargaining agreement. Union contracts and memoranda of agreement are on the website on the Contracts tab in the Town Resources column on the left side of the home page. In addition to wages please make sure stipends and other non-wage compensation is budgeted. The Board of Selectmen is discussing compensation for non-union employees. Barring an unexpected change of direction this discussion will continue past the holidays. For now, assume that non-union employees will receive an increase of 2 ½%, either as a step or a cost of living adjustment (COLA). Further refinements can be made after the Board of Selectmen makes a final decision on compensation. Please make sure to budget all wages on the basis of 52.2 weeks in the year.

Expenses

Departments are directed to submit level funded expense budgets. A department head that has an extraordinary need and feels the department cannot manage with level funded expenses shall meet with me to explain and justify the increase. This meeting must occur prior to submitting the department's budget.

Forms

Last year we used the budget spreadsheet from the Vadar financial management software. This seemed to be more work for some people. Feel free to use the forms we used to use. Updated forms are attached and will be put on the common (S:) drive under Budgets. The Excel file is <FY16_Budget_Worksheet_MASTERS> and there are tabs for budget, expense, and labor. Add object numbers and titles as appropriate for your department. If it is easier you can use the forms you used in the past and just update the information. If you prefer the Vadar spreadsheet please let me know and I will provide it to you.

Please complete and return the budget, expense, and labor worksheets to me. These can be submitted by email or hard copy. I will share department budget forms with the Finance Committee as they are received.

Deadlines

Completed budgets are due to me by the end of the day on **Wednesday, January 21, 2015.**

Annual Town Meeting

Warrant articles for the May 5, 2015 Annual Town Meeting are due to the Selectmen's Office by 5PM on March 2, 2015.

As always, please do not hesitate to contact me if you have any questions.

AMENDMENT
CHAPTER 90 – PROJECT REQUEST

3.9

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT

Classification: Local INTF00002007S51002

Primary Road: _____

Local Road: Mason Road

City/Town: Townsend

Location(s): Mason Road

Length: 2,112 feet Width: 26 feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: Milling

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	<u>2"</u>
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

<u>Mill, (approximately 1-1/2") and resurface (approximately 1-1/2") 2,112' x 26' section of Mason Road</u>

WORK TO BE DONE:

Force Account: Advertised Contract: Other: _____

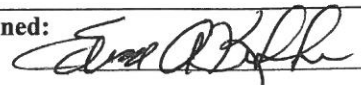
Estimated Cost (Please attach estimate and list funding source(s)): \$ 1,901.90

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

CERTIFICATION

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

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

Signed: <u></u>
<u>Superintendent</u> <u>01/15/15</u> Highway Official's Title Date

Accounting Official's Title Date

Date Duly Authorized Municipal Officials

3.10

CHAPTER 90 – REIMBURSEMENT REQUEST

updated 8/2012

City/Town: Townsend Project: Emery Road Reconstruction

Project request was approved on 08/21/14 for \$ 308,000.00

at 100% Reimbursement Rate = \$ 308,000.00

1) Attached are forms which document payment of approved expenditures totaling \$ 264,540.50 for which we are requesting \$ 264,540.50 at the approved reimbursement rate of 100%.


2) The amount expended to date on this project is \$ 264,540.50

3) Is this request for a FINAL payment on this project? X Yes No

4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

 _____ Superintendent _____ 01/20/2014
(Signed) (Municipal Highway Official Title) (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title)

(Duly Authorized)

DATE _____



3.10

CHAPTER 90 - FINAL REPORT

CONTRACT# INTF00002007S51002

City/Town Townsend Project Emery Road Reconstruction
 Location(s) Emery Road
 Length 7128 Feet Width 25 Feet
 Work was Started 09/30/14 and Completed 11/30/14
 Work was Suspended / / and Resumed / /
 Done by: Force Account Advertised Contract Other

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$ 264,540.50
	Municipal Funds	\$
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	\$ 264,540.50

SCOPE OF WORK:

Reclamation, paving, drainage work and driveway repairs

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY	
<i>Eward A. Keller</i>	
Superintendent 01/20/15	
Highway Officer's Title	Date
Accounting Officer's Title	Date

Signed:	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



3.11

CHAPTER 90 - FINAL REPORT

CONTRACT# INTF00002007S51002

City/Town Townsend Project Spaulding Street Reconstruction
 Location(s) Spaulding Street
 Length 7128 Feet Width 25 Feet
 Work was Started 09/30/14 and Completed 11/30/14
 Work was Suspended / / and Resumed / /
 Done by: Force Account Advertised Contract Other

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$5,784.26
	Municipal Funds	\$
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	<u>\$5,784.26</u>

SCOPE OF WORK:

Reclamation, paving and drainage work

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY	
Superintendent	01/15/15
Highway Officer's Title	Date
Accounting Officer's Title	Date

Signed:	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



CHAPTER 90 – REIMBURSEMENT REQUEST

updated 8/2012

City/Town: Townsend Project: Spaulding Street Reconstruction

Project request was approved on 08/21/14 for \$ 20,000.00

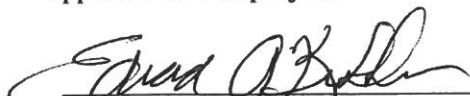
at 100% Reimbursement Rate = \$ 20,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$ 5,784.26 for which we are requesting \$ 5,784.26 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 5,784.26.
- 3) Is this request for a FINAL payment on this project? Yes No

4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.


(Signed)

Superintendent
(Municipal Highway Official Title)

01/20/2014
(Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title)

(Duly Authorized)

DATE _____



3.12

Technical Proposal and Price Quote Compensation Plan Update

Municipal Positions

For the Town of Townsend, MA

Submitted by: Human Resources Services, Inc.

9 Bartlet Street, Suite 186

Andover, MA 01810

Voice: 978-474-0200

Cell: 978-430-2061

Fax: 978-475-7925

Email: hRsconsulting@comcast.net

www.hRsconsultinginc.com

SDO CERTIFIED

November 24, 2014

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2. Methodology and Work Plan	5
3. Timetable	8
4. About Human Resources Services	9
5. Fee for Services	11

Human Resources Services, Inc.

9 Bartlet Street, Suite 186

Andover, MA 01810

Phone: 978-474-0200

November 24, 2014

Mr. Andy Sheehan
Town Administrator
Town of Townsend
Town Hall
272 Main Street
Townsend, MA 01469

Dear Andy,

Human Resources Services, Inc. (HRS) is pleased to submit this proposal and price quotation to the Town of Townsend, MA to provide compensation plan update and maintenance services. Our proposal provides for a continued service and validation to Townsend's compensation and classification plans.

Our scope of services, timetable, and fee are outlined in this proposal. If we can answer any questions, please do not hesitate to contact us at 978-474-0200 or via e-mail at hrsconsulting@comcast.net. Thank you for your consideration.

Sincerely,

Sandy

Aleksandra E. Stapczynski

President

1 General Scope of Services

Human Resources Services, Inc. (HRS) will update and provide guidance for the implementation and maintenance of the Town of Townsend's compensation plan. The focus of this work is to continue the HRS system, providing an update to the pay structure, equitable competitive pay levels for individual positions or groups of positions.

More specifically, HRS will provide the following updates to the Town:

1. Conduct a thorough review of the Town's existing compensation program for all municipal positions on the compensation and classification plan.
2. Complete a custom labor market survey and review by analyzing salary/wage and organizational data from other comparable municipalities and other organizations.
3. Provide salary trends in compensation programs.
4. Develop an updated compensation plan (salary schedule) that reflects the current labor market and organizations with similar positions with an emphasis on comparative communities.
5. Ensure that the compensation program is competitive and recommend necessary changes/enhancements to program.
6. Provide recommendations and/or advice regarding other areas of compensation, as may be needed.
9. Provide general guidelines for internal maintenance of the plan.
10. Prepare mini-letter report with recommendations.

2 Methodology and Work Plan

The following are Human Resources Services, Inc.'s specific action steps for this assignment.

2.1 Orientation meeting with Key Management Personnel.

This initial session would take place before beginning work on the entire project, so that management may become familiar with the specific steps to be taken and potential policy questions that may be raised. Another purpose for this meeting will be to discuss various pay-setting systems and methods. A variety of options will be discussed.

2.2 Conduct a Comprehensive Salary/Wage Survey.

The Consultant analyzes comparative salary/wage and compensation programs from other comparable municipalities/organizations. The survey data provides the Consultant with the basic parameters to construct a salary structure and to guide the organization in its compensation administration program. When analyzing the labor market data, the Consultant will consider job titles, organizational structures, work schedules, job duties and responsibilities. HRS will survey other comparable communities. The Consultant will seek approval from the Town of Townsend on the list of proposed comparables to use; up to fifteen (15) municipal organizations can be surveyed. Typically, our market analysis includes components such as, but not limited to:

- Salary range for each position surveyed.
- Provide other types of compensation information such as longevity pay.

-
- Information on the number of work hours per week and the number of work weeks per year for each position surveyed.
 - Information on bonus and/or lump-sum payment, if applicable.
 - Pertinent information that may impact the salary ranges of positions surveyed.
 - Information on specifics where the responsibilities assigned to a department or positions are not typical in most organizations surveyed.
 - Provide trends in compensation programs.

2.3 Update the Compensation Plan Structure.

The Consultant constructs an updated compensation plan - salary schedule(s) within the parameters of the comparative data and the Town of Townsend's compensation policies. The compensation plan is linked directly to the Town's classification plan. The Consultant then develops the final compensation plan, including guidelines for initial implementation and continuing maintenance. The resulting compensation plan will reflect the Town's pay policies, the market place, internal job values, and the financial ability of the Town to pay at a given level.

2.4 Reports to Management and Townsend Officials.

Throughout the duration of the consulting engagement, the Consultant will discuss issues with management and HR staff and gather information from the Town; review market data and information; and, discuss the analysis progress and preliminary findings. The Consultant will review all draft reports with the Town Administrator and Town officials prior to their final presentation in the final report.

Final Letter Report

Human Resources Services, Inc. will submit copies of the final letter report to the Town of Townsend, which will include all comparative market data, updated compensation plan(s) and a narrative letter report to accompany recommendations. Reports will be provided to the Town in hard copy and electronic copy.

3 Timetable

Human Resources Services, Inc. is available to enter into contract with the Town of Townsend on January 1, 2015. The study can commence upon execution of a contract with the Town of Townsend, MA. Human Resources Services, Inc. will immediately meet with the Town Administrator and his key staff and set-up a detailed schedule of activities. Human Resources Services, Inc. will work closely with the Town throughout the duration of the study and make every effort to meet all of the required work product deadlines. Summary reports and data will be provided throughout the duration of the study, as well as a secure online client website for tracking study documents during the duration of the study.

4 About Human Resources Services, Inc.

Human Resources Services (HRS) is an established and recognized Massachusetts personnel consulting firm specializing in technical assistance to local governments in areas of personnel management. Human Resources Services (HRS) was established in 1989 and was incorporated in Massachusetts as Human Resources Services, Inc. in 1998. HRS is a small woman-owned business dedicated to serving local governments.

HRS assists local governments in strengthening their management capacity by providing a full range of personnel services which include: classification and compensation studies; salary and benefits surveys; performance-evaluation and merit systems; personnel ordinances/bylaws reviews; personnel policies, rules and regulations; management and organizational studies; personnel system audits; and staffing and utilization studies. Human Resources Services, Inc. has expert knowledge of procedural and practical approaches to municipal personnel systems and municipal government.

4.1 Project Consultant

Sandy Stapczynski will serve as Project Manager and Principal Consultant for the Northbridge, MA project. She will participate in all phases of the study. Aleksandra (Sandy) Stapczynski is nationally recognized in the field of public personnel administration as a contributor to ICMA's leading publication in this field, Human Resource Management in Local Government: An Essential Guide (1st, 2nd, and 3rd Editions). She has authored an ICMA IQ Management Report on Staffing and Utilization Studies, where she detailed the methods, processes, and procedures for conducting comprehensive staffing, utilization and organizational/management studies. In addition to pay and classification, she has worked in other areas of personnel management including management analysis, salary/benefits surveys, personnel bylaws/regulations,

performance appraisal and merit systems, job descriptions, recruitment and selection, personnel system audits, staffing, and general personnel management assistance.

Prior to establishing her own firm, Ms. Stapczynski was a Financial Supervisor with the Massachusetts Department of Revenue, working for Commissioner Ira Jackson's administration. Her previous employment also includes the Massachusetts Municipal Association, a non-profit organization supporting local government. While at the MMA, she specialized in personnel management consulting to cities and towns.

Ms. Stapczynski has been asked to speak on panels at the Massachusetts Municipal Association Annual Meeting and at meetings of the Massachusetts Municipal Personnel Association. She recently participated in a workshop at the New Hampshire Local Government Center annual meeting, where she discussed compensation, classification, and benefits analysis processes. She has memberships with the Massachusetts Municipal Association and the Massachusetts Municipal Personnel Association. Ms. Stapczynski holds a Masters Degree in Public Administration from Suffolk University, Boston (*Awarded: Public Service Fellowship for Underrepresented Women in the Public Sector, from the Federal Government*), and a Bachelor's Degree in Government from Suffolk University, Boston. She is a Visiting Executive at the Sawyer Business School at Suffolk University.

References may be provided upon requests. Thank you.

5 Fee for Services

The all-inclusive, fixed fee for services as outlined in Human Resources Services, Inc.'s proposal to conduct *Compensation Plan Update* for the Town of Townsend, Massachusetts is **\$4,500.00**. This fee represents *all* costs associated with completing the specified services, including all consulting fees, clerical support, travel to Townsend, administrative, printing, and other incidental costs associated with the project completion.

We are available as the Town may wish Human Resources Services, Inc. to provide additional professional services from time to time through December 31, 2016 at the rate of \$100.00 per hour, plus expenses at cost.

Human Resources Services, Inc. maintains all appropriate business insurances: errors and omissions, business liability, automobile, workers compensation. A certificate of insurance can be provided upon request.

We are a certified SDO Woman-Owned Business Enterprise (WBE) with the Commonwealth of Massachusetts.

3.13



In accordance with Massachusetts General Law Chapter 44 Section 31D, we the Board of Selectmen and Finance Committee do hereby authorize the Town Accountant to issue warrants and the Town Treasurer to pay such warrants in excess of available appropriations up to an additional \$125,000.00 for snow and ice removal. Expenditures made under this authority must be certified to the Board of Assessors and included in the next annual Tax Rate.

BOARD OF SELECTMEN

FINANCE COMMITTEE

Sue Lisio, Chairman

Cindy King, Chairman

Colin McNabb, Vice Chairman

Gini King

Carolyn Smart, Clerk

Andrea Wood

Nancy Rapoza

Date of Authorization

Sam Grant

Mary LeTourneau

M.G.L. 44 s 31D. Snow and ice removal; emergency expenditures; reporting requirements

Any city or town may incur liability and make expenditures in any fiscal year in excess of available appropriations for snow and ice removal, provided that such expenditures are approved by the town manager and the finance or advisory committee in a town having a town manager, by the selectmen and the finance and advisory committee in any other town, by the city manager and the city council in a city having a city manager or by the mayor and city council in any other city; provided, however, that the appropriation for such purpose in said fiscal year equalled or exceeded the appropriation for said purposed in the prior year. Expenditures made under authority of this section shall be verified to the board of assessors and included in the next annual tax rate.

Every city or town shall annually, not later that September fifteenth, report to the division of local services of the department of revenue the total amounts appropriated and expended, including any funding or reimbursements received from the commonwealth, for snow and ice removal in the fiscal year ending on the preceding June thirtieth.

4.1



TEC
TOWNSEND ENERGY COMMITTEE
272 Main Street
Townsend, Massachusetts, MA 01469

Michael Brown, Ph.D., Susan Dejniak, PMP,
Ed Hermann, Kathy Thompson

January 22, 2015

TO: Board of Selectmen
FROM: Energy Committee
SUBJECT: Committee Appointment

At a meeting of the Energy Committee on January 15, 2015 it was unanimously voted to recommend to the Selectmen the appointment of the following resident to the Energy Committee for the indicated term:

Brent Carney
5 Worcester Road
(603)275-2741

Term effective from appointment – June 30, 2015.

This vacancy was posted as required by the Town Charter on December 17, 2014.

The Energy Committee is now full!!



Date received 1/7/15

VOLUNTEER RESPONSE FORM

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: Brent Carney

Phone (603) 275-2731 email bcarney@CarneyCommunications.com

Address: S Worcester Rd

Occupation: Public Relations/Public Affairs

Amount of time available (per week/per month): 10/month

Background/Experience Former work in the U.S. Senate. Former elected official in Derry, NH. Created New Hampshire's 1st Green ordinance. Created Derry's Energy Committee & served as a Town Council liaison.

REFER TO THE LIST OF BOARDS AND COMMITTEES ON THE BACK OF THIS FORM AND LIST THOSE YOU ARE INTERESTED IN SERVING ON IN ORDER OF PREFERENCE

1. Energy Committee
2. Conservation Committee
3. Zoning Board of Appeals



TEC
TOWNSEND ENERGY COMMITTEE
272 Main Street
Townsend, Massachusetts, MA 01469

Michael Brown, Ph.D., Susan Dejniak, PMP,
Ed Hermann, Kathy Thompson

R E C E I V E D
DEC 17 2014
TOWN OF TOWNSEND
TOWN CLERK

PUBLIC NOTICE OF VACANCY

December 16, 2014

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

ENERGY COMMITTEE

1 Member: Term running from Appointment to June 30, 2015

The Energy Committee operates under the general direction of the Board of Selectmen. Its purpose is to manage the requirements of Townsend's Green Community status under the Massachusetts Green Communities Act; advise on energy procurement and policies for municipal facilities and residential and commercial customers; pursue funding opportunities; and work with consultants, including but not limited to an energy services company (ESCO) under a performance contract.

If interested, please forward a Volunteer Response form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469.

4.2



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

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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Board of Selectmen
FROM: Andrew J. Sheehan, Town Administrator
DATE: February 3, 2015
SUBJ.: Treasurer-Collector
Recommendation for Appointment

Over the past many months we have discussed a reorganization of the Treasurer-Collector's Office. Included in this was formally combining the positions of Town Treasurer and Town Collector. In recent years these have been separate positions, even though they were held by the same individual for many years.

On January 13, 2015, we posted notice for a Town Treasurer-Collector. We advertised on the Massachusetts Municipal Association (MMA) website and the Massachusetts Collectors & Treasurers Association (MCTA) website. We received fifteen resumes.

After reviewing the resumes I recommend the Board hire Kate Stacy as Town Treasurer-Collector. Kate has been Interim Treasurer since November 2013. During this time she has proven herself to be smart, capable, hardworking, dedicated, and team-oriented. She has built a solid working relationship with the employees in the office and they work very well together. She works well with all the employees with whom she interacts. Kate is certified by the MCTA as a Treasurer and has completed the required coursework for certification as a Collector.

I recommend Kate be offered the position at grade T-9, step 3 at a starting rate of \$29.98 per hour, salaried based on a 40 hour work week, and contingent on her getting certified as a Collector within three years of appointment.

A.2

TOWN TREASURER-COLLECTOR

Position Purpose:

The purpose of this position is to perform administrative and technical work involving the collection of taxes and receivables; receipt, custody, disbursement, investment, and borrowing of funds, and for the preparation of related records and reports. Performs certain personnel management processes related to retirement, payroll, and benefits. Performs all other related work as required.

Supervision:

Supervision Scope: Performs varied and highly responsible functions of a complex and technical nature requiring professional judgment and initiative in the planning, administration, and execution of the department's services, and in the interpretation of applicable laws, regulations, and procedures. Performs a variety of responsible functions within the guidelines established by statute and professional standards. Requires the exercise of independent judgment and a high degree of initiative in situations not clearly defined by precedent or established procedures. Work involves treating a variety of conventional problems and situations following prescribed criteria.

Supervision Received: Work is performed under the policy direction of the Board of Selectmen and under the day-to-day administrative direction of the Town Administrator. Duties and responsibilities are defined by the Massachusetts General Laws, the rules and regulations of the Massachusetts Department of Revenue, town policies and town bylaws. Assumes direct accountability for departmental results.

Supervision Given: Supervises Assistant Treasurer-Collector, Department Assistant, Collections Clerk, and volunteers, develops job directions, assigns tasks, provides instructions and evaluates personnel performance.

Job Environment:

Work is performed under typical office conditions; work environment is moderately noisy.

Operates an automobile and standard office equipment, including computers, facsimile machine, copier, and calculators. Utilizes postage machine.

Makes regular contact with the general public, other town departments, banks, mortgage companies and attorneys, State officials, health and other insurance representatives, payroll and retirement representatives and vendors. Contacts are in person, by telephone and in writing and require discussing routine and semi-complex information.

Has access to highly confidential information regarding employee benefits and personal files.

Errors could result in delay and confusion, significant monetary losses, deterioration of the Town's financial position, confusion, delay of service, and legal ramifications.

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.)

Responsible for all duties related to collection of Town receivables.

Plans, organizes and implements application of tax collection procedures, including tax title procedures, as established by state law and internal regulations.

Maintains complex financial records; receives payments from taxpayers and others in person, by mail, electronic payment, and via lock box service. Records payments. Processes, collects, posts, maintain records on all taxes and receivables paid to the Town.

Keeps track of all monies collected and turns monies over to the Town Treasurer. Ensures that the Assistant Treasurer/Collector deposits monies each day.

Ensures that Tax Bills and Late Notices are mailed in a timely manner. Responsible for processing tax commitments, abatements, exemptions, and municipal liens. Checks Assistant Treasurer/Collector's deposits and double-checks balances.

Verifies information on Municipal Lien Certificates, makes corrections and signs.

Prepares annual budget and related financial reports.

Balances outstanding amounts with Accountant each month.

Checks year to date balances on Vadar collector's spreadsheets. Refers to historic records maintained in Point spreadsheets.

Issues refunds to taxpayers when appropriate, following State and local laws.

Reconciles bank statements.

Places outstanding real estate bills in tax title.

Responds to citizen requests for information concerning calculation of tax bills, payment schedules, and other matters relating to municipal collections.

Maintains a large number of detailed records on accounts receivable to the Town. Prepares and coordinates the preparation of miscellaneous reports on taxes received and outstanding.

Trains and supervises in the collections function the Assistant Treasurer-Collector, Department Assistant, and Collections Clerk.

Works with other office staff and provides training for staff as needed.

Responsible for department supply maintenance and ordering.

Responsible for Record Retention upkeep according to MA General Laws and Regulations.

Handles the more difficult customer service requests.

Maintains cash book reflecting deposits and payments. Performs monthly reconciliation for all bank accounts. Maintains records of all receipts and payments on behalf of the Town. Maintains bank funding of transfers, payroll and payable warrants.

Responsible for maintaining payroll records on personnel administration functions and benefit administration; review and distribution of W-2 forms.

Prepare and examine all documents for all new employees. Keeps complete records and changes for existing employees.

Maintains all trust funds and stabilization funds.

Maintains tax title accounts and municipal liens.

Approves all payments to be made.

Negotiates all borrowing and the approval from the Board of Selectmen.

Oversees the coordination of health and other insurance programs; answers employees' questions and provides explanations on matters pertaining to their payroll, health and life insurance, OBRA, retirement benefits, etc.

Prepares federal and state quarterly reports and other payroll-related deduction reports; generates weekly, bi-weekly, monthly, quarterly and annual reports.

Maintains financial records for Town Trust Funds. Deals with banks and reviews banking services with bank officials.

Evaluates various investment or borrowing alternatives. Works with financial advisor on long and short term borrowing and prepares required prospectuses.

Prepares various financial statements to be included in the Town's annual report.

*Townsend, MA
Town Treasurer-Collector
FLSA: Exempt
Page 3*

Meets periodically with Board of Selectmen and Finance Committee to discuss budget and financial matters.

Prepares and delivers deposits to bank depository.

Attends meetings and seminars on changes in regulations and legislation. Network with other Town Treasurers.

Responsible for mail room and supply maintenance and ordering.

Performs similar or related work as directed.

Recommended Minimum Qualifications:

Education, Training and Experience:

Bachelor's Degree in business administration, accounting, finance, or a related field; three years of progressively responsible experience in accounting or financial management; or any equivalent combination of education and experience.

Special Requirements:

Must be eligible to be bonded.

Massachusetts Driver's License.

Certification by the Massachusetts Collectors and Treasurers Association is preferred.

Knowledge, Ability and Skill:

Knowledge. Thorough knowledge of the principles and practices of financial management and specific knowledge of the legal controls, methods, and procedures of municipal finance. Working knowledge of computer applications for financial management. Thorough knowledge of the Massachusetts laws regarding municipal finance. Thorough knowledge of the principles and practices of municipal accounting and of applicable provisions of the Mass. General Laws and Town of Townsend Bylaws. Comprehensive knowledge of GAAP and UMAS. Knowledge of VADAR software is preferable.

Ability. Ability to keep accurate and detailed records. Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials, and the public and to provide a high level of customer service in resolving billing issues. Ability to analyze and interpret financial data and to present findings clearly. Ability to use postage machine. Ability to perform multiple tasks.

Skill. Strong interpersonal and effective oral and written communication skills and managerial skills. Must be able to organize time and work independently.

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.

While performing the duties of this job, the employee is frequently required to work at a desk; regularly convey information to employees and the public; regularly move about inside the office to access file cabinets and office machinery. The employee must occasionally lift and/or move objects weighing up to 25 pounds, such as supplies, folders, and books and record retention. Certain tasks require the ability to view computer screens for extended periods of time. Is required to occasionally go to off-site location to access archived records.

(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.)



4.3

16 Dudley Road
Townsend, Massachusetts 01469

TEL: 978-597-1710
BUS: 978-597-1730
FAX: 978-597-1720

Council On Aging
Townsend Senior Center

January 13, 2015

Board of Selectmen
Town of Townsend
Memorial Hall
272 Main Street
Townsend MA 01469

At their meeting on January 13, 2015, the Council on Aging unanimously voted to recommend Cheryl Simoneau, 3 Apple Drive, Townsend, Massachusetts for appointment to the Council on Aging Board for a term from January 13, 2015 to June 30, 2018. Enclosed is a copy of her Volunteer Response Form.

Thank you for your consideration.

Karin Canfield Moore, Director
Townsend Council on Aging/Senior Center



Date received **RECEIVED**
JAN 07 2015

VOLUNTEER RESPONSE FORM

TOWN OF TOWNSEND
TOWN CLERK

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: Cheryl Simoneau

Phone 978 1597-6589 email JOER.SIMONEAU@Juno.COM

Address: 3 Cypre Drive, Townsend, Mass 01469

Occupation: Retired

Amount of time available (per week/per month): as needed

Background/Experience Worked for Townsend of Townsend for 30 years
Have done volunteer work @ Senior Center

REFER TO THE LIST OF BOARDS AND COMMITTEES ON THE BACK OF THIS FORM AND LIST THOSE YOU ARE INTERESTED IN SERVING ON IN ORDER OF PREFERENCE

1. COA - Board
2. _____
3. _____