



TOWN OF WESTBOROUGH MASSACHUSETTS

BOARD OF HEALTH

FORBES MUNICIPAL BUILDING
45 WEST MAIN STREET, SUITE 25
WESTBOROUGH, MA 01581-1916

TEL. (508) 366-3045
FAX (508) 366-3047

BOARD OF HEALTH MONTHLY MEETING

Tuesday
June 14, 2011
Forbes Municipal Bldg., Room 24
5:30 p.m.

AGENDA

1. Minutes of Meetings (5/10/2011)
2. Director's Report (May)
3. Sanitarian's Reports (April and May)
4. Health Inspector's Report (May)
5. Old Business
 - A. Flood Plain Regulations - Public Hearing - 5:45 p.m.
6. New Business
 - A. Solid Waste Contract
 - B. Appointment of Chairman
7. Director's Issues
8. Adjourn



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Minutes of Board of Health Meeting June 14, 2011

The regular Board of Health meeting was held on Tuesday, June 14, 2011, in room 24 in the Forbes Municipal Building. The meeting was called to order at 5:45 pm. by Chairman Ehrlich. Those present were Members Federici and Walsh, Director McNulty, Sanitarian Baccari and Inspector Gilchrist. Bills and payroll were signed.

Minutes of the meeting held on May 10, 2011, were reviewed and approved.

Director's report (May 2011) was discussed and approved.

Sanitarian's reports were discussed and approved (April & May 2011).

Health Inspector's report (May 2011) was discussed and approved.

OLD BUSINESS

Flood Plain Regulations – Public Hearing

Chairman Ehrlich opened the hearing at 5:50pm.

There were no questions or comments.

The regulations before the Board are the same as the draft regulations reviewed at last month's meeting with the exception of Section 4. Director McNulty explained that because of recent changes in the State's Building Code, the State wanted specific reference to floodplain and coastal high hazard areas.

A motion was made by Member Walsh to accept the revised flood plain regulations. The motion was seconded by Member Federici; the vote was unanimous.

The revised regulations become effective July 4, 2011.

New Business

Solid Waste Contract

Member Federici made a motion to accept the solid waste contract with E. L. Harvey & Sons as written. Member Walsh seconded the motion; the vote was unanimous.

Board members signed the one-year contract. The agreement will commence on July 1, 2011 and terminate on June 30, 2012. The fee remains the same as last year's contract (\$36.00/ton).

Appointment of Chairman

A motion was made by Chairman Ehrlich to nominate Member Federici as the Board's next chairman for the term July 1, 2011 to June 30, 2012. The motion was seconded by Member Walsh; the vote was unanimous.

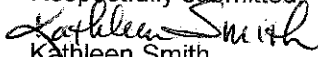
Director's Issues

An update was given on a recent regionalization meeting. The Worcester regional group has hired two consultants. The consultants are in the process collecting data from all the towns.

There being no further business, the meeting adjourned at 6:25 p.m.

The next meeting will be held July 12, 2011.

Respectfully submitted,


Kathleen Smith

Town of Westborough
Contract for Solid Waste Disposal

This agreement made on this 14th day of June, 2011, by and between the Town of Westborough, a municipal corporation in the County of Worcester and the Commonwealth of Massachusetts (hereinafter called the "Town") and E. L. Harvey and Sons (hereinafter called the "Contractor").

STATEMENT OF FACTS

The Town has entered into a so-called "put or pay" contract with Signal Resco, now Wheelabrator Technologies, Inc. (WTI), which contract obligates the Town to supply a specified minimum amount of solid waste to the incinerator or otherwise pay a minimum fee to WTI. The Town is uncertain whether or not it will be able to fulfill the minimum requirements of its contract with WTI. The contractor operates a solid waste disposal and recycling business.

The parties hereby agree as follows:

1. TERM

The term of this agreement shall be for a period commencing on July 1, 2011, and ending on June 30, 2012, subject to appropriation by Town Meeting.

2. HANDLING AND TRANSPORTATION OF RESIDENTIAL ACCEPTABLE WASTE

For purposes of this agreement, the term "Residential Acceptable Waste" shall have the same definition as set forth in the Town's agreement with WTI relative to the disposal of such Residential Acceptable Waste at the incinerator. During the term of this agreement, the Contractor shall be obligated to handle and transport all Residential Acceptable Waste of the Town in accordance with the Board of Health's Trash Disposal Policy. This policy may be subject to change during the term of the contract. The Contractor shall have no obligation to handle, transport or dispose of any residential solid waste which is not Residential Acceptable Waste, provided the Contractor may agree with the Town to handle, transport and/or dispose of such non-acceptable waste upon mutually agreeable terms. The Contractor shall not be obligated to handle, transport or dispose of any commercial or any industrial solid waste, demolition or construction materials, hazardous waste, closed barrels, or accept as hereinafter provided, any landscaping or brush. The Contractor shall handle and transport such Residential Acceptable Waste to the incinerator site in Millbury. In the event that WTI, for any reason, shall refuse the delivery of any Residential Acceptable Waste at the incinerator, the Contractor, at the Town's request, shall handle, transport and/or dispose of any such Residential Acceptable Waste to alternative disposal site designated by WTI under the terms of its agreement with the Town. It is understood and agreed that the Contractor shall make all reasonable efforts to comply with the requirements of WTI with reference

to the transportation and/or disposal of Residential Acceptable Waste at the site in Millbury.

3. CONTRACTOR'S COMPENSATION

The Town shall pay to the Contractor a sum of \$36.00 per ton ("per ton cost") for handling and transportation to the incinerator site in Millbury. In the event that the Contractor shall handle, transport and/or dispose of any Residential Acceptable Waste at an alternative disposal site, as provided in paragraph 3 above, the Town shall pay to the Contractor reasonable compensation commensurate with the service provided by the Contractor including, without limitation, any tipping fees, for the handling, transportation and/or disposal, as the case may be, of such Residential Acceptable Waste.

4. PAYMENT

Each month the Contractor shall invoice the Town for compensation due under this agreement in an amount equal to the actual tonnage of solid waste handled, transported and/or disposed for the previous month.

5. RECYCLABLE MATERIALS

Wherever practical in the operation of the contract, the Contractor shall recycle any recyclable materials, such as metal, newspaper, plastics, glass, and cardboard. The Contractor shall be entitled to no compensation, either in the form of a tipping fee or for handling and transportation for any materials so recycled. The Town shall promote a program for recycling rubbish and the Contractor shall cooperate with the Town regarding the implementation of such program. The Contractor shall cooperate with a designee of the Board of Health for this purpose.

6. LEAF AND SMALL BRUSH / MULCH PILE

At all times during the term of this agreement the Contractor shall operate, for the convenience of the Town and the Town's residents, a leaf, yard waste, and small brush pile for the sum of \$95,000.00.

7. TOWN'S RIGHTS AT THE INCINERATOR

In the event that the Residential Acceptable Waste from the Town does not meet the minimum requirements under the terms of the Waste Delivery Schedule, Appendix II of the Millbury Resco Waste Supply Agreement, the Contractor may from time to time cause to be delivered any unused tonnage of Residential Acceptable Waste available under the Town's agreement. If WTI does not allow such deliveries, such inability of the contractor to cause to be delivered any unused tonnage of Residential Acceptable Waste shall not constitute a breach of this Agreement. In consideration of the foregoing, the Contractor shall pay to the Town

an amount equal to the tipping fee per ton charged by WTI under the waste supply agreement for each ton so delivered.

8. CANCELLATION OF CONTRACT

If the Contractor fails to dispose of solid waste in accordance with these specifications and the provisions of this Contract, the Board of Health may, at its own discretion, give the Contractor a notice in writing of any deficiencies, and may notify the contractor that it has sixty (60) days, the Board may give the Contractor notice in writing that the Contract will be terminated as of a date specified, not earlier than thirty (30) days following receipt of this notice.

9. COMPLIANCE

The Contractor shall comply with all sanitary regulations and all other applicable laws and regulations which may be imposed by Federal or State Governments of the Town of Westborough.

10. CONTRACT PERFORMANCE

If the Contractor fails to comply with any provision of the Contract, the Board of Health may impose such additional reasonable and remedial terms as they deem to be in the public interest to remedy or compensate for the Contractor's failure. The work to be performed under this Contract involves the public health and convenience of the Town, and the Contractor hereby recognizes this fact and agrees that competent, efficient, and courteous service is mandatory and that exacting performance is required.

11. ASSIGNMENT OF CONTRACTOR'S RIGHTS

The Contractor shall not assign the Contract in whole or in part or delegate any of the work to be performed in disposal of solid wastes to any other person, firm, or corporation without the written permission of the Board of Health.

12. WAIVER

Any provision of this contract or its specifications can be waived upon mutual consent of the Board of Health and the Contractor if that action is in the best interest of the Town of Westborough and the disposal service. The waiver shall be in writing only.

13. EQUIPMENT

Equipment shall be provided by the Contractor in accordance with the Rules and Regulations of the Massachusetts Department of Environmental Protection.

14. SUPERVISION AND DIRECTION

The Contractor shall maintain an office which can be reached by telephone at all times during the usual business hours of every day excluding the following holidays:

- ▶ New Year's Day
- ▶ Martin Luther King Day
- ▶ Washington's Birthday
- ▶ Patriots' Day
- ▶ Memorial Day
- ▶ Fourth of July
- ▶ Labor Day
- ▶ Columbus Day
- ▶ Veterans' Day
- ▶ Thanksgiving Day
- ▶ Christmas Day

There shall be in said office of the Contractor a responsible person. It shall be the duty of that person to see that all complaints are investigated promptly and that the same are properly disposed of whenever possible on the same day as received. Said person shall also report to the Board of Health office once each week. The Town shall have the right to monitor and regulate who may dispose of rubbish and the type of rubbish that may be disposed of through the Contractor's operation in Westborough. The Contractor shall cooperate with the Town in monitoring those who dispose of rubbish through the Contractor's operation.

15. HOLIDAYS EXCLUDED

The Contractor shall provide services as noted in the proposal every day except those holidays noted in Item #14.

16. INDEMNIFICATION


The Contractor shall indemnify and save harmless the Town of Westborough and all of its officers, agents, and employees against all suits, claims, or liabilities of every name, nature, and description arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Contract and/or his failure to comply with the terms and conditions thereof and will at his own expense defend any and all such suits and actions. The Contractor shall carry indemnity and liability insurance in the amount of \$1,000,000/\$2,000,000. The Contractor shall deposit with the Town Certificates of Insurance for such coverage in form and substance satisfactory to the Town and shall deliver to the Town new policies or certificates thereof for any insurance about to expire at least ten (10) days before

such expiration. All such insurance policies shall contain an endorsement requiring ten (10) days written notice to the Town prior to cancellation or change in coverage, scope or amount of any such policy or policies. Compliance by the Contractor with the insurance requirement, however, shall not relive the Contractor from liability under the indemnity provisions.

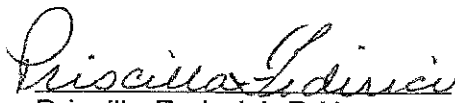
17. PERFORMANCE AND PAYMENT BONDS

The Contractor, prior to starting work under this Contract, shall obtain and deposit with the Town a performance bond and a payment bond in the amount of fifteen percent (15%) of the total yearly amount budgeted by the Town for the purpose of this contract.


Board of Health
Town of Westborough
By:



Alan M. Ehrlich, M.D.
Chairman

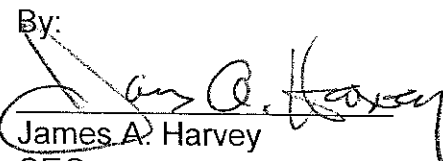


Priscilla Federici, R.N.
Member



Nathan R. Walsh, Ph.D.
Member

E. L. Harvey & Son, Inc.

By:


James A. Harvey
CEO



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FLOOD HAZARD MANAGEMENT REGULATIONS

ARTICLE I. STATEMENT OF PURPOSE

The purposes of these Floodplain Regulations are to:

- 1) Ensure public safety through reducing the threats to life and personal injury;
- 2) Eliminate new hazards to emergency response officials;
- 3) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;
- 4) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
- 5) Eliminate costs associated with the response and cleanup of flooding conditions;
- 6) Reduce damage to public and private property resulting from flooding waters.

ARTICLE II. FLOODPLAIN DISTRICT BOUNDARIES AND BASE FLOOD ELEVATION AND FLOODWAY DATA

SECTION A. FLOODPLAIN DISTRICT BOUNDARIES AND BASE FLOOD ELEVATION DATA

The Floodplain District is herein established as follows: The District includes all special flood hazard areas within the Town of Westborough designated as Zone A, AE, AH, AO, A99, on the Worcester County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Worcester County FIRM that are wholly or partially within the Town of Westborough are panel numbers dated July 4, 2011:

| | | | |
|--------|-------|-------|-------|
| 0641E | 0642E | 0643E | 0644E |
| 0661E | 0662E | 0663E | 0664E |
| 0666E | 0668E | 0831E | 0832E |
| 08851E | 0852E | | |

The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Worcester County Flood Insurance Study (FIS) report dated July 4, 2011. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Official, Conservation Commission and Board of Health.

SECTION B. BASE FLOOD ELEVATION AND FLOODWAY DATA

1. **Floodway Data.** In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. **Base Flood Elevation Data.** Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or 5 acres, whichever is the lesser, within unnumbered A zones.

ARTICLE III. NOTIFICATION OF WATERCOURSE ALTERATION

In a riverine situation, The Westborough Conservation Commission Agent shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities
- Bordering States (optional)
- NFIP State Coordinator
Massachusetts Department of Conservation and Recreation
251 Causeway Street, Suite 600-700
Boston, MA 02114-2104
- NFIP Program Specialist
Federal Emergency Management Agency, Region I
99 High Street, 6th Floor
Boston, MA 02110

ARTICLE IV. USE REGULATIONS

SECTION A. REFERENCE TO EXISTING REGULATIONS

All development in the district, including structural and non-structural activities, whether permitted by right or by special permit must be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws and with the following:

- Sections of the Massachusetts State Building Code which address floodplain and coastal high hazard areas;
- Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);
- Inland Wetlands Restriction, DEP (currently 310 CMR 13.00);
- Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5);

Any variances from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations.

SECTION B. OTHER USE REGULATIONS

- 1) Within Zones AH and AO on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.
- 2) In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Worcester County FIRM or Flood Boundary & Floodway Map encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- 3) All subdivision proposals must be designed to assure that:
 - a) such proposals minimize flood damage;
 - b) all public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
 - c) adequate drainage is provided to reduce exposure to flood hazards.
- 4) Existing contour intervals of site and elevations of existing structures must be included on plan proposal.
- 5) There shall be established a "routing procedure" which will circulate or transmit one copy of the development plan to the Conservation Commission, Planning Board, Board of Health, Town Engineer, Building Commissioner and for comments which will be considered by the appropriate permitting board prior to issuing applicable permits.
- 6) New and replacement water supply systems be designed to minimize or eliminate infiltration of flood waters into the systems, and

- 7) New and replacement sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

ARTICLE V. PERMITTED USES

- The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged provided they are permitted in the underlying district and they do not require structures, fill, or storage of materials or equipment:
 - 1) Agricultural uses such as farming, grazing, truck farming, horticulture, etc.
 - 2) Forestry and nursery uses.
 - 3) Outdoor recreational uses, including fishing, boating, play areas, etc.
 - 4) Conservation of water, plants, wildlife.
 - 5) Wildlife management areas, foot, bicycle, and/or horse paths.
 - 6) Temporary non-residential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises.
 - 7) Buildings lawfully existing prior to the adoption of these provisions.

ARTICLE VI. DEFINITIONS

AREA OF SPECIAL FLOOD HAZARD is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, A1-30, AE, A99.

BASE FLOOD means the flood having a one percent chance of being equaled or exceeded in any given year.

DEVELOPMENT means any manmade change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DISTRICT means floodplain district.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

FLOOD BOUNDARY AND FLOODWAY MAP means an official map of a community issued by FEMA that depicts, based on detailed analyses, the boundaries of the 100-year and 500 year floods and the 100-year floodway.

FLOOD HAZARD BOUNDARY MAP (FHBM) means an official map of a community issued by FEMA where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

FLOOD INSURANCE RATE MAP (FIRM) means an official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY means an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

FLOODWAY means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation.

LOWEST FLOOR means the lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, PROVIDED that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of NFIP Regulations 60.3.

MANUFACTURED HOME means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

MANUFACTURED HOME PARK OR SUBDIVISION means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

NEW CONSTRUCTION means, for floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community. For the purpose of determining insurance rates, NEW CONSTRUCTION means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later.

ONE-HUNDRED-YEAR FLOOD - see BASE FLOOD.

REGULATORY FLOODWAY - see FLOODWAY

SPECIAL FLOOD HAZARD AREA means an area having special flood and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, AH.

STRUCTURE means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. **STRUCTURE**, for insurance coverage purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on foundation. For the latter purpose, the term includes a building while in the course of construction, alteration, or repair, but does not include building materials or supplies intended for use in such construction, alteration, or repair, unless such materials or supplies are within an enclosed building on the premises.

SUBSTANTIAL DAMAGE means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

ZONE A means the 100-year floodplain area where the base flood elevation (BFE) has not been determined. To determine the BFE, use the best available federal, state, local, or other data.

ZONE A1-30 and **ZONE AE** (for new and revised maps) means the 100-year floodplain where the base flood elevation has been determined.

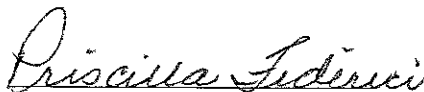
ZONE AH and **ZONE AO** means the 100-year floodplain with flood depths of 1 to 3 feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ZONE A99 means areas to be protected from the 100-year flood by federal flood protection system under construction. Base flood elevations have not been determined.

ZONES B, C, AND X are areas identified in the community Flood Insurance Study as areas of moderate or minimal flood hazard. Zone X replaces Zones B and C on new and revised maps.



Alan M. Ehrlich, M.D.



Priscilla A. Federici, R.N.



Nathan P. Walsh, Ph.D.

June 14, 2011