



BOARD OF HEALTH

TOWN OF WESTBOROUGH MASSACHUSETTS

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

TEL. (508) 366-3045
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BOARD OF HEALTH MONTHLY MEETING

Tuesday
June 19, 2012
Forbes Municipal Building, Room 24
5:30 p.m.

AGENDA

1. Minutes of Meeting (5/15/2012)
2. Director's Report (May)
3. Sanitarian's Report (May)
4. Health Inspector's Report (May)
5. New Business
 - A. Solid Waste Contract
 - B. Appointment of Chairman
6. Director's Issues
7. Adjourn



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Minutes of Board of Health Meeting June 19, 2012

The regular Board of Health meeting was held on Tuesday, June 19, 2012, in room 24 in the Forbes Municipal Building, 45 West Main Street. The meeting was called to order at 5:37 pm. by Member Ehrlich. Those present were Member Walsh, Director McNulty, Sanitarian Baccari, and Inspector Gilchrist. Absent: Chairman Federici. Bills and payroll were signed.

Minutes of the meeting held on May 15, 2012, were approved.

Director's report (May) was discussed and approved. An update was given on the sewer connection project at the trailer park. After several unsuccessful attempts to reach Paul Dorr, president of the cooperative, to find out the status of the project, Director McNulty contacted the engineer who had been hired by the Turnpike Park Cooperative to work on the project. The engineer said he had been authorized by the cooperative just a few days earlier to proceed with the project. He expected to have a draft set of plans to the Town Engineer and the contractor by July 4th.

Sanitarian's report (May) was discussed and approved.

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

NEW BUSINESS

Solid Waste Contract

Director McNulty said the only change in the contract is a \$2.00 increase in the tipping fee (from \$36.00/ton to \$38.00/ton.)

Member Walsh made a motion to accept the solid waste contract with E. L. Harvey & Sons. The motion was seconded by Member Ehrlich; the vote was unanimous.

The one-year contract was signed by the Board members. The contract is valid from July 1, 2012 to June 30, 2013.

Appointment of Chairman

A motion was made by Chairman Ehrlich to nominate Member Walsh to be the Board's next chairman for the term July 1, 2012 to June 30, 2013. The motion was seconded by Member Walsh; the vote was unanimous.

Town of Westborough
Contract for Solid Waste Disposal

This agreement made on this 19th day of June, 2012, 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, 2012, and ending on June 30, 2013, 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 \$38.00 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:

Priscilla A. Federici, R.N.
Chairman

Alan M. Ehrlich, M.D.
Member

Nathan P. Walsh, Ph.D.
Member

E. L. Harvey & Son, Inc.

By:

James A. Harvey
CEO