

JOB DESCRIPTION

TITLE: **Animal Control Officer**

QUALIFICATIONS:

1. High school diploma or GED equivalent.
2. Working knowledge of animal restraint and care techniques.
3. Must possess a valid driver's license.
4. Knowledge of or ability to learn applicable state laws and town by-laws on animal control.
5. Such alternatives to the above qualifications as the board of Health may find appropriate and acceptable.

REPORTS TO: Board of Health

JOB GOAL:

Performs routine and complex public safety work in the enforcement of animal control by-laws and state statutes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential duties and responsibilities include, but are not limited to:

1. Responds to all animal emergencies and rescues.
2. Responds to calls concerning injured animals; obtains emergency medical treatment, as needed.
3. Picks up, transports and arranges for the disposal of dead animals in conformance with state and local laws.
4. Responds to complaints concerning animal problems or violations of animal control by-laws, including but not limited to, animals running at large, bites, property damage or injuries.
5. Issues necessary quarantines for dogs and cats who have bitten, been bitten or presented with a wound of unknown origin.
6. Works with humane societies, veterinarians and the general public to place unclaimed animals; provides for humane disposal of unclaimed animals, as required.

7. Follows up on any issues observed during barn inspections to ensure the issue is rectified.
8. Maintains records and files regarding animal control data; prepares required and annual reports of activities.
9. Effectively and tactfully communicates with others as it relates to explaining animal regulations, taking enforcement action, and investigating complaints.
10. Performs other duties as assigned by the Board of Health.

Physical Requirements:

1. The animal control officer is required to: stand, walk, sit, use hands and fingers to handle or operate objects or tools; reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl.
2. The animal control officer may occasionally be required to lift or move more than fifty (50) pounds.
3. Specific vision abilities required include: close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
4. The physical requirements described above are representative of those that must be met by the animal control officer to perform the essential duties and responsibilities of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

This job description is subject to change by the Board of Health as the needs of the town and the requirements of the job change.

Date Approved by the Board of Health: November 16, 2017

Carol Villa

From: Carol Villa
Sent: Monday, February 24, 2020 10:07 AM
To: Robert Reed; Chris Nadeau
Cc: Susan Brouwer
Subject: Hopedale Dog Van -Animal Control Vehicle



To all,

At its regular meeting on February 20, 2020, the Board of Health discussed the use of the Hopedale dog van/animal control vehicle. It was noted that at the November 21, 2019 regular meeting, Animal Control Officer Kevin Sullivan reported that he uses the Blackstone-Millville regional animal control vehicle to respond to Hopedale calls. Should that vehicle no longer be available, or Blackstone-Millville forbids him from using the regional vehicle for Hopedale calls, he would then need a vehicle for use in Hopedale.

The Board voted, since the dog van is not being used on a regular basis, to share the vehicle with the Highway Department, with the understanding that if at any time the vehicle is needed by the animal control officer the Highway Department will make it available immediately. Further, that any maintenance costs and/or repairs that occur during the use of the vehicle by the Highway Department will be charged to the Highway Department and not to the Board of Health or Dog Officer budgets.

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

Carol

Carol A. Villa, Secretary
Hopedale Board of Health
78 Hopedale St., PO Box 7
Hopedale, MA 01747
Phone: 508-634-2203 ext. 222
Office Hours: Monday-Thursday, 8:30 a.m. - 1:00 p.m.

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Article 34: To see if the Town will vote to amend Chapter 15 of Bylaws by deleting section 5 in its entirety and replacing it with a new follows.

Section 5. Membership, Appointment, Term, Removal.

The Commission shall consist of five (5) members, to be appointed by Selectmen. A majority of said Commission members shall consist of one of such members may be a member of the of the immediate family one member of said commission shall be either an elected or appointed Town. Terms of the members will be three years and staggered so that appointments expire in any given year. A vacancy occurring otherwise shall be filled for the un-expired term in the same manner as the original

or take any other action in relation thereto. (Commission on Disabilities)

Article 35: To see if the Town will vote pursuant to M.G.L. c. 44A authorize the use of a revolving fund for the purpose of funding a health collection day and related costs, which fund shall be credited with receipts of Health under the authority and direction of the Board of Health; or to exceed \$10,000; or take any other action in relation thereto. (Board of Health)

Article 36: To see if the Town will vote to authorize the use of a revolving fund pursuant to General Laws, Chapter 44, Section 53E and 1/2 which will receipts from the South Hopedale Cemetery be directed towards maintaining operating costs and further the Board of Selectmen expend such fund \$1,000 for the fiscal year 1995 from said revolving fund, or take any other action thereto. (Board of Selectmen)

Article 37: To see if the Town will vote to approve the five phases Bancroft Memorial Library as described in the report produced by the of Haynes, Lieneck and Smith and adopted by the Board of Library Trustees available at the Bancroft Memorial Library and at the Board of Selectmen any other action in relation thereto. (Library Trustees)

Article 30: To see if the Town will vote to authorize the Board of Library Trustees to acquire by purchase or gift, and to accept the deed of a permanent easement to the Inhabitants of the Town, upon such terms and conditions as the Trustees shall determine for the purposes of handicap parking and access thereto, in, along, and upon the portion of the so-called "common elements" of the Hopedale Professional Building Condominium Trust, which is a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated January, 1983, recorded with the Worcester District Registry of Deeds in 7653, page 299, or take any other action in relation thereto. (Library Trustees)

Article 31: To see if the Town will vote to authorize the School Committee to obtain a temporary location for the conduct of classes during the completion of construction at the Memorial School, to locate the same temporarily at the National Guard Armory in Milford or such other location as the School Committee shall determine to be appropriate, and to authorize the School Committee to enter into a lease for the same, or take any other action in relation thereto. (School Committee)

Article 32: To see if the Town will vote to accept M.G.L. c. 129 s. 15, allowing for the nomination of the animal inspector to be made by the Board of Health, or take any other action in relation thereto. (Board of Health)

Article 33: To see if the Town will vote to petition the General Court for a special act to read as follows:

AN ACT PROVIDING FOR THE APPOINTMENT OF THE DOG OFFICER BY THE BOARD OF HEALTH IN THE TOWN OF HOPEDALE

Be it enacted by the Senate and House of Representatives in General Court Assembled and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, the Board of Health shall appoint and have general authority over the dog officer in the Town of Hopedale. Said Dog Officer shall have and perform all the duties and powers and be subject to all the requirements and penalties applicable to dog officers as provided in the General Laws of Massachusetts. This Act is not intended to substitute the authority of the Board of Health for that of the Board of Selectmen with respect to enforcement matters under M.G.L. c. 140 s. 151 and related sections.

SECTION 2. This act shall take effect upon its passage.

or take any other action in relation thereto. (Board of Health)

Dog Officer Information
Board of Selectmen Meeting
April 6, 2015

- ✓ At the Town Meeting of April 1994 the Town approved in Articles 32 and 33 for the Board of Health to both nominate the Animal Control Officer (32) and in Article 33 ask for a special act "*Providing for the Appointment of the Dog Officer by the Board of Health of the Town of Hopedale.*"
- ✓ This special act also allowed for the BOH to have general authority over the dog officer in the Town of Hopedale. However it was not intended to substitute the authority of the BOH for that of the Board of Health for that of the Board of Selectmen with respect to enforcement matters under M.G.L. c 140s 151 and related sections.
- ✓ I have not been able to determine when the enforcement powers transferred to the BOH.
- ✓ In order for the Board of Selectmen to reassume appointment and authority of the Dog Officer from the BOH it appears that a vote at Town Meeting would be necessary to overturn Article 33.


**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE XX** PUBLIC SAFETY AND GOOD ORDER**CHAPTER 140** LICENSES**Section 151A** Issuance of warrant to officers; duties; confinement of dogs; allowance for care; records

Section 151A. (a) The mayor or board of selectmen, as the case may be, shall annually issue a warrant to the animal control officer directing the officer to seek out, catch and confine all dogs within the city or town which are not licensed, collared or harnessed, or tagged, as required by this chapter, and to enter and prosecute a complaint for failure to comply with this chapter against the owners or keepers of such dogs, if known, and to euthanize or cause to be euthanized only by the administration of barbiturates in a manner deemed acceptable by the American Veterinary Medical Association Guidelines on Euthanasia, or by gunshot in case of emergency, each such dog not licensed, collared or harnessed, or tagged after being detained by or for the officer for a period of 7 days; provided, however, that after 7 days, the animal control officer may make available for adoption any dog found free of disease for a sum of not less than \$3 to be determined by the city or town and shall keep an account of all moneys received by the officer for the adoption and shall immediately pay over the moneys to the treasurer who shall forward it to the city or town. Before delivery of a dog so adopted, the animal control officer shall require the purchaser to show identification and to procure a license and tag for the dog from the clerk of the city or town wherein the dog is to be kept. Dogs detained under this section shall be confined in a place suitable for the detention and care of dogs and kept in a sanitary condition, or they may be placed in the care of the holder of a kennel license or of a domestic charitable corporation incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse. The commissioner from time to time shall cause such places wherein animals are detained under this section to be inspected and shall make necessary orders in relation thereto. An animal control officer having custody of a detained dog or cat shall be allowed a sum determined by the city or town per day for the care of the dog or cat, payable by the owner or keeper, if known, otherwise by the city or town.

(b) Each animal control officer shall make, keep and maintain systems of records or forms which fully and correctly disclose the following information concerning each animal in the officer's custody: (1) the date and location of apprehension; (2) a description of the animal; (3) the place of detainment; (4) if tagged, the name and address of the owner of the animal; (5) the name and address of a new owner, if any, including the date of sale or transfer of the animal; (6) if the animal is euthanized, the method and date of such euthanization and the name of the person who euthanized the animal; and (7) the date, location and description of

an animal euthanized by gunshot in case of emergency, the disposition of the animal remains and a description of the situation requiring the gunshot.

Each animal control officer shall forward a copy of the record to the town or city clerk within 30 days. Copies of the record shall be kept for 2 years in the office of the city or town clerk wherein such animal control officer is employed.



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THE COMMONWEALTH OF MASSACHUSETTS

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Section 151B. A veterinarian registered under section 55 or 56A of chapter 112 who renders emergency care or treatment to, or who euthanizes, a dog or cat that is injured on any way shall receive payment from the owner of such dog or cat, if known, or, if not known, from the city or town in which the injury occurred in an amount not to exceed \$250 for such care, treatment or euthanization; provided, however, such emergency care, treatment or euthanization shall be rendered for the purpose of maintaining life, stabilizing the animal or alleviating suffering until the owner or keeper of the dog or cat is identified or for 24 hours, whichever is sooner. A veterinarian who renders such emergency care or treatment to a dog or cat or euthanizes a dog or cat shall notify the municipal animal control officer and the animal control officer shall assume control of the dog or cat or the remains of the dog or cat.

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Section 151C. The commissioner shall, from time to time and subject to the availability of funds from the Homeless Animal Prevention and Care Fund in section 35WW of chapter 10, provide for a training course for animal control officers. For a training course established under this section, there shall be a preference for persons who have been in the employ of a city or town as an animal control officer for 12 months or less. A training course that is offered by a private entity including, but not limited to, the Animal Control Officers Association of Massachusetts, shall not be eligible for reimbursement from the Homeless Animal Prevention and Care Fund unless such course has been approved by the commissioner.

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Barbara Hull Kochon
Town Clerk

Office of
TOWN CLERK

P.O. Box 7
Hopedale, Massachusetts 01747

Tel. 508-634-2211
Fax 508-634-2200

December 27, 1995

Mr. Peter Mitchell, Chairman
Hopedale Board of Health
Town Hall
78 Hopedale Street
Hopedale, MA 01747

Dear Mr. Mitchell:

Please be informed that *an Act Providing for the Appointment of the Dog Officer by the Board of Health in the Town of Hopedale* was passed by the Senate and House of Representatives on December 11, 1995, and approved by Governor Weld on December 20, 1995.

I have provided the Health Agent and Town Coordinator with a copy of the notice of approval this date.

With best regards,

Barbara H. Kochon
Town Clerk

enc. 1

c: C. Gaffney, Town Coordinator
L. Izzo, Health Agent

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Ninety-five

AN ACT PROVIDING FOR THE APPOINTMENT OF THE DOG OFFICER BY THE BOARD OF HEALTH IN THE TOWN OF HOPEDALE.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The board of health of the town of Hopedale shall appoint and have general authority over the dog officer in said town. Said dog officer shall have and perform all the duties and powers and be subject to all the requirements and penalties applicable to dog officers as provided in the General Laws. Nothing in this act is intended to substitute the authority of said board of health for that of the board of selectmen with respect to enforcement matters under the provisions of chapter one hundred and forty of the General Laws.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, December 11, 1995.

Passed to be enacted,

Charles F. Foley Speaker.

In Senate, December 11, 1995.

Passed to be enacted,

William W. Bulger President.

20 December, 1995.

Approved,

at ten o'clock and 49 minutes, A . M.

William F. Weld

Governor.

RECEIVED

DEC 27 1995

BARBARA H. BOGERT
HOPEDALE TOWN CLERK

AGREEMENT



FILE COPY

FOR MUNICIPAL SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL

This AGREEMENT made by and between E. L HARVEY & SONS, INC. of 68 Hopkinton Road, Westborough, Massachusetts, (hereinafter referred to as the "Contractor") and the TOWN OF HOPEDALE, acting through its Board of Health, Town Hall., 78 Hopedale Street, Hopedale, Massachusetts (hereinafter referred to as the "Town").

WITNESSETH THAT

WHEREAS, the Town is empowered to enter into contracts for operation of a curbside recycling collection and processing and solid waste collection and transfer; and

WHEREAS, such contracts may be executed on behalf of the Town by its Board of Health; and WHEREAS, and notwithstanding that these services are exempt from the solicitation requirements of the Massachusetts Uniform Procurement Act pursuant to G.L. c. 30B, §1(b)(30), the Town, acting by its Board of Health, solicited competitive proposals/bids from individuals and firms interested in providing operation of a curbside recycling program and solid waste collection and transfer services; and

WHEREAS, the Contractor submitted a responsible and responsive proposal; and

WHEREAS, the Board of Health of the Town, at a duly called meeting, voted to award the contract for the provision of a curbside recycling and processing program and solid waste collection and transfer and a municipal containerized collection program.

NOW THEREFORE

The parties to this Agreement, in consideration of the mutual covenants, and stipulations set forth herein, agree as follows:

10317



Section One

The Contractor shall provide curbside recycling services and processing of recyclables and related materials, as well as municipal solid waste ("MSW") collection and transfer, in accordance with the appendixes hereto, which are designated as follows, and which are incorporated herein by reference. Acceptable solid waste shall be collected and brought to premises of E.L. Harvey & Sons, Inc., located at 68 Hopkinton Road, Westborough Massachusetts, consolidated and delivered to the Wheelabrator Millbury waste-to-energy facility, located at 331 Southwest Cutoff Road (Route 20), Millbury, Massachusetts. The Town will be responsible for the documented tipping fees associated with materials collected and delivered to the Wheelabrator facility under this Agreement.

In providing such curbside recycling services and collection and removal services, the Contractor must follow the schedule of collections to be provided by the Board of Health of the Town as soon as possible upon the execution of this Agreement. The said schedule of collections will contain a plan or sketch of the Town that is divided into a sufficient number of districts so to enable all required collections to be completed within a five (5)-day week, Monday through Friday, schedule, as is set forth on Appendix C. The said schedule will set forth the regular routes which will be followed by the Contractor in completing its collections. The said schedule of collections will not be changed without the prior written consent of the Board of Health.

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Agreement and warrants that it has in its employment, and throughout the term of this Agreement, or any extension or renewal thereof, and will continue to have, a sufficient number of persons experienced in

performing the services required by this Agreement, such that the Contractor's obligations under this Agreement will be carried out in a prompt, safe and professional manner.

The Contractor further warrants that it is experienced in providing any services that are required by this Agreement. The Contractor agrees that it will perform services under this Agreement with the highest degree of professionalism and care. The Contractor has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of any such services and work and conditions which may be encountered in the performance thereof and shall assume all risks and bear all losses pertaining thereto.

Contractor further warrants it shall secure, at its own expense, all necessary permits and licenses and comply with all Municipal, State, and Federal codes and regulations. The Contractor must provide and pay for all vehicles, materials, equipment, labor, tools, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for its performance of the services within the specified time, and required for the collection and transportation of solid waste in and for the Town and required for the collection and transportation.

Section Two

The Contractor will provide the curbside recycling services and collection and disposal services required by Section One of this Agreement during the thirty-six (36) month period beginning on July 1, 2019 and continuing through June 30, 2022. The parties may, upon mutual agreement, extend this Agreement for two (2) one-year period until June 30, 2024 at the rates set forth in Appendix A.

Section Three

The Contractor shall collect and dispose all solid waste and recyclables placed for collection pursuant to this Agreement, in such a manner as to cause no violation of any federal, state or local laws. The term solid waste shall mean useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006, but shall exclude: i) Excluded Waste as defined herein; (ii) any Recyclable Material; (iii) dead animals; (iv) household, basement, attic or garage cleanouts – for which a Town resident or property owner must independently contract, at his/her/its sole cost and expense to complete the cleanout in compliance with all applicable federal, state and local laws, codes, bylaws and regulations; (v) Construction and Demolition Debris; (vi) Cathode Ray Tubes (“CRT’s”); (vii) Leaf and Yard Waste; (viii) White Goods; (ix) “Waste Ban Materials” as defined by 310 CMR 19.012 and subsequent amendments during the term of this Agreement; and (x) automobile parts, including, without limitation, batteries, engines and auto-body parts. The Contractor shall provide dedicated trucks for purposes of providing services to the Town under this Agreement. All terms not defined in this Agreement, where applicable, shall take the meaning set forth in the Massachusetts Department of Environmental Protection Regulations, 310 CMR 19.00 *et. seq.*

The Contractor shall, per consultation with and according to the requirements of the Board of Health, advertise new changes with respect to recycling collection before implementing any such changes. Solid waste and recyclables will be collected once each week for eligible households and municipal locations. The Contractor shall also ensure that recycling calendars are mailed to all households prior to the start of a new contract year and before the start of each subsequent year of the contract term . The Contractor shall

work with the Town to ensure that monthly reports are created on recycled material. Receipts of the monthly recycling volume shall be submitted by the Contractor on a monthly basis to the Board of Health. Recyclables shall be picked up for all eligible residents.

Section Four

The Contractor is retained solely for the purpose and to the extent set forth herein. During the period of this Agreement, its status shall be that of an independent contractor, and it shall not be considered under the provisions of this Agreement, or in any capacity, an employee of the Town and shall be responsible for all its acts and omissions, and those of its agents, employees and subcontractors hereunder.

No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

Section Five

The Contractor shall have no power to incur any liability on the part of the Town.

Section Six

The Town agrees to pay the Contractor for the first year of this Agreement (July 1, 2019 through June 30, 2020) the sum of three hundred and twenty-nine thousand dollars (\$329,000.00) for the collection of waste and recycling. A processing fee of seventy dollars (\$70.00) per ton will be charged for handling of recyclables; and a fee for containerized collection at the municipal and school buildings will be charged at thirty-five thousand dollars (\$35,000.00), as well as a haul charge of two hundred dollars (\$200.00) for roll off

services on an on-call basis. The Town shall not be responsible for any additional charges or fees including, but not limited to, wait time and fuel charges. The Town will pay the Contractor in monthly installments a dollar amount which will be one-twelfth (1/12) of the contract amount due for each year of the contract, less any deductions for defaults and/or liquidated damages. The Contractor shall submit a monthly invoice, in duplicate, to the Town for such payment. The invoice to the Town shall show the weight for all recyclable and solid waste materials collected under this Agreement. Payments due and owing for services performed will be made within thirty (30) days of receipt of the invoice.

The Town agrees to pay the Contractor for the second year of this Agreement (July 1, 2020 through June 30, 2021) an increase of three percent (3%) on all costs noted above. The Town further agrees to pay the Contractor for the third year of this Agreement (July 1, 2021 through June 30, 2022) an increase of three percent (3%) over all costs stated above for year two.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Agreement or ratification by the Town of any breach hereof by the Contractor. Payment of the amounts due under this Agreement shall release the Town and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Agreement or anything done in pursuance thereof. Subject to the Town's consent and approval thereto, the Contractor may petition the Town to adjust the service fees for any increase in Contractor's costs of performing the services resulting from any government regulatory requirement change, or the adoption of a change, in any federal, state, county or local law, permit, regulation or ordinance. The Contractor shall notify the Town of such increases in advance along with

available documents demonstrating the increase resulting from the alleged change in law or governmental regulatory requirement. Such price increases, if approved by the Town, shall be effective from the actual date of adoption of the applicable change in law or governmental regulatory requirement. While the Town shall examine such a given request for a service fee increase in good faith, nothing herein, however, shall compel the Town to approve any given request by the Contractor. If the Town and the Contractor cannot agree to proposed changes, the Town shall have the right to terminate the Agreement upon forty-five (45) days' written notice to the Contractor. Notwithstanding anything to the contrary herein, and regardless of whether the parties agree to an increase, the Contractor agrees to continue to provide the services herein while the Town continues through the application of reasonable diligence to procure a replacement contractor.

Section Seven

Seven (7) days after the execution of this Agreement, the Contractor shall furnish, and deliver to the Town, an executed performance bond in the amount of the first year's contract price of three hundred and twenty-five thousand dollars (\$325,000.00) for the first year of this Agreement. Thirty (30) days prior to July 1 of each subsequent contract year the bond shall be renewed in the amount of the contract price for the subsequent contract year.

Such bond shall be furnished as security for the performance of all services set forth in this Agreement. The bond shall be prepared in the form of a performance bond and shall have as surety thereon such surety company or companies as are licensed in Massachusetts and approved by the Town.

Section Eight

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the Contractor hereby certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth governing the payment of taxes, the reporting of employees and contractors, and the withholding and remittance of child support.

Section Nine

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's services and work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Agreement, or the negligence or intentional act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose negligence or intentional acts or omissions they are responsible, regarding the services and work to be performed by the Contractor under this Agreement, or which arise out of the violation of any federal, Massachusetts, or Town of Hopedale statute, by-law, rule, regulation, order or directive, or which relate to bodily injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Agreement.

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto

which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts, or Town of Hopedale statute, by-law, rule, regulation, order or directive, or which relates to bodily injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Agreement.

Section Ten

The Contractor shall provide and maintain throughout the term of this Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. **Workers' Compensation Insurance** as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. **Commercial General Liability Insurance, \$2,000,000 combined single limit.** Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products completed operations liability and broad form contractual liability.
- c. **Automobile Liability Insurance Combined Single Limit of \$2,000,000.** The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance and Automobile Liability Insurance to the extent of the Contractor's liability.

The Contractor shall also be required to provide to the Town of Hopedale proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability

Insurance and Automobile Liability Insurance, which indicate that the Town is named as an additional insured on each such policy.

All certificates and policies of insurance shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Town Administrator, Hopedale Town Hall, before such cancellation or amendment shall take place."

Certificates evidencing such insurance shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Agreement.

No insurance shall be obtained from an insurer which:

- 1. is not licensed to sell insurance in the Commonwealth of Massachusetts;**
- 2. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or**
- 3. is a risk retention group lawfully providing insurance to its members in Massachusetts.**

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof. The Contractor shall file certifications of insurance with the Town within seven (7) days of the signing of the contract and shall file proof of renewal of such insurance no later than three (3) months prior to the expiration date of the applicable policy.

Section Eleven

Except as otherwise provided for herein, if the Contractor shall breach any provision of this Agreement, which breach is not cured within sixty (60) days of written notice thereof from the Town to the Contractor, the Town shall have the immediate right to terminate this Agreement upon written notice to the Contractor. Notwithstanding anything stated herein or otherwise, this Agreement may be terminated by the Contractor in the event of a breach of this Agreement by the Town that is not remedied by the Town within sixty (60) days following delivery of a written notice of breach from the Contractor to the Town.

If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor, and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town immediately may terminate this Agreement upon written notice to the Contractor.

The award of this Agreement to the Contractor and the continued payment for services hereunder are contingent upon appropriation by Town Meeting of sufficient money to fund this Agreement. Should Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Agreement. In that event, the Town immediately may terminate this Agreement upon written notice to the Contractor.

The Town immediately may terminate this Agreement upon written notice to the Contractor if a source of money to fund this Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend this Agreement to provide for a price which represents a reduced appropriation for the Agreement term.

In the event that this Agreement is terminated pursuant to the provisions above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services together with incidental and consequential damages and shall withhold such damages from sums due to the Contractor or sums which become due to the Contractor. In the event of termination, the Contractor shall be entitled to be paid for services satisfactorily rendered in accordance with this Agreement prior to termination by the Town.

Section Twelve

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address

or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: Town of Hopedale, Board of Health, 78 Hopedale Street, Hopedale, Massachusetts 01747

If to the Contractor: E. L. Harvey & Sons, In., 68 Hopkinton Road, Westborough, Massachusetts

Section Thirteen

In performing its obligations under this Agreement , the Contractor shall comply with all provisions of Federal, Massachusetts, and Town of Hopedale law applicable to its services and work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof.

Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Worcester County, Massachusetts, regardless of choice of law principles.

No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach by Contractor hereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies

available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

If the Contractor discovers or is informed of any discrepancy or inconsistency in the Agreement documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Agreement, report the same to the Town in writing.

The Contractor acknowledges that it has not been influenced to enter into this Agreement, nor has the Contractor relied upon any warranties or representations not set forth in this Agreement.

The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

Prior to commencing services under this Agreement, the Contractor shall furnish to the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of its business who are to be contacted in the event of an after-hours emergency.

By entering into this Agreement, the Contractor certifies under penalties of perjury that its proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Agreement. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Prevailing wage rates shall be paid, pursuant to M.G.L. Chapter 149, §26-27G and the applicable prevailing wage rates are attached hereto as Appendix D. Prevailing wage reports shall be submitted to the Town on a monthly basis in conjunction with the invoices and monthly tonnage reporting.

The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap; and the Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code, as amended, or engage

in conduct declared to be unlawful by Section 2 of Chapter 151 E of the Massachusetts General Laws.

To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.

Section Fourteen

The Contractor shall not assign in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town, which approval shall not be unreasonably withheld or delayed by the Town.

The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Agreement.

This Agreement may be amended only by written consent of the parties.

This Agreement constitutes the entire agreement of the parties, and any other agreement, written or oral, that may exist is excluded from this Agreement.

When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated. This Agreement may not be amended except in writing executed in the same manner as the Agreement itself and delivered by the parties hereto.

If any provision of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law. This Agreement shall be governed

by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

Section Fifteen

Neither the Town nor the Contractor shall be liable for damages for its failure to perform if directly and exclusively due to conditions beyond its control (a "force majeure" event") including, but not limited, to extreme weather conditions, strikes, riots, flooding, terrorism, fires or acts of God. No condition under this section shall excuse the Town from its obligation to make payment of monies due and owing for services rendered prior to the occurrence of any such "force majeure" event.

Section Sixteen

Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of excluded waste shall always remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, the Contractor, and such ownership and liability shall survive the termination of the Agreement.

"Excluded waste" means highly flammable substances, hazardous waste (as defined below), liquid waste, special waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the designated disposal facility is not authorized to receive and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the disposal facility.

"Hazardous waste" means any amount of waste which is hazardous or toxic as defined, determined or identified as such in federal, state or local laws, including substances listed or characterized as hazardous by the United States Environmental

Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, classified as hazardous under Chapter 21E of the Massachusetts General Laws, or regulations adopted pursuant to such laws.

If any excluded waste is not discovered by Contractor before it is collected, Contractor shall remove, transport and dispose of such Excluded Waste at a location authorized to accept such excluded waste. The Town shall provide reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any excluded waste and to assist Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the excluded waste. Subject to the Town providing reasonable assistance to Contractor as set forth herein, Contractor shall release the Town from any liability for any such costs except to the extent the Town is clearly identified as the generator of such excluded waste.

Section Seventeen

The Town shall have the right upon reasonable notice to inspect the work of Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the Town. Whenever requested, Contractor shall promptly furnish to the Town full and complete written reports of its operations under this Agreement in such detail and with such information as the Town may reasonably request.

Audit. The Town may request of the Contractor an audit, at a time selected by the Board of Health in its sole and reasonable discretion, of the entire collection route.

Compliance with Directions. The Contractor shall comply with any and all reasonable 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 deems, in its sole discretion, advisable for the improvement of the Town's collection program. Contractor's compensation may be equitably adjusted in the event that Contractor adequately demonstrates to the Town that such directions directly increase the Contractor's costs of its operations:

Materials from Other Sources. The Contractor shall not pick up solid waste or recyclables from any property or address not provided for hereunder. The Contractor shall not commingle solid waste or recyclables generated by other sources with solid waste or recyclables collected on behalf of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this 3 day of May, 2019.

CONTRACTOR:

E. L. HARVEY & SONS, INC.

By: 

B. J. Harvey

TOWN:

**TOWN OF HOPEDALE
BOARD OF HEALTH**

By: 

Walter Swift, Chairperson

By: 

Jason MacDonald

By: 

Donald Howes

APPENDIX A
Services Provided

Collection of MSW weekly from residential, municipal and small businesses and weekly recycling services at residential, municipal and small businesses (Part 1 and Part 2).

Disposal: All MSW to be dumped at the Wheelabrator Millbury facility under the delivery authority of Town of Hopedale.

Recycle: The cost to process the recyclables will be on a floating market scale with a current processing fee of \$70.00 per ton. (See Appendix D).

Collection: \$329,000.00 per year

DPW Roll off service: Two (2) forty (40) yard roll off containers with "on call" service. Monthly rent: \$65.00 per container.

Haul charge: \$200.00 per haul

Disposal: Dump at Wheelabrator Millbury under the delivery authority of the Town.

MSW and Recyclables Containerized collection at municipal buildings and schools: \$35,000.00 per year. This includes one (1) cardboard container at the Hopedale Recycle Center.

Increase per contract year: A three (3.0%) increase per year will be used on all costs in years 2-3, and succeeding years if services are authorized for such years.

Prevailing Wage: The Contractor shall pass through prevailing wage increases to the Town.

Burnable Bulky Waste: All bulky waste will be picked up on a mutually agreed day once per week. The residents must call E.L Harvey to schedule the appointment the week prior.

Non Burnable Bulky Waste: All non-burnable bulky waste will be picked up on a mutually agreed day once per week. All residents must call E.L. Harvey to schedule the appointment the week prior. Price list is attached for all items.

Calendar: The Contractor shall provide and distribute a calendar/flyer noting the various collection days clearly marked for each household that qualifies for pick-up services within one month prior to the start of the collection on July 1, 2019. The calendar/flyer shall also describe the curb side services. The cost for this will be \$2,500.00 per year.

Non-collection days: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day. When a holiday noted above falls on a collection day, the collection will take place the next day, unless otherwise directed by the Town.

If collection is prohibited due to extreme weather and road conditions, and the Town concurs, which concurrence shall not be unreasonably withheld, that it is an extreme weather event warranting no collection on that day, collection will take place the next day, or as otherwise directed by the Town. In such case, the Contractor will notify the Town of its position as soon as reasonably permitted.

**APPENDIX B
Street Listing for Collection**

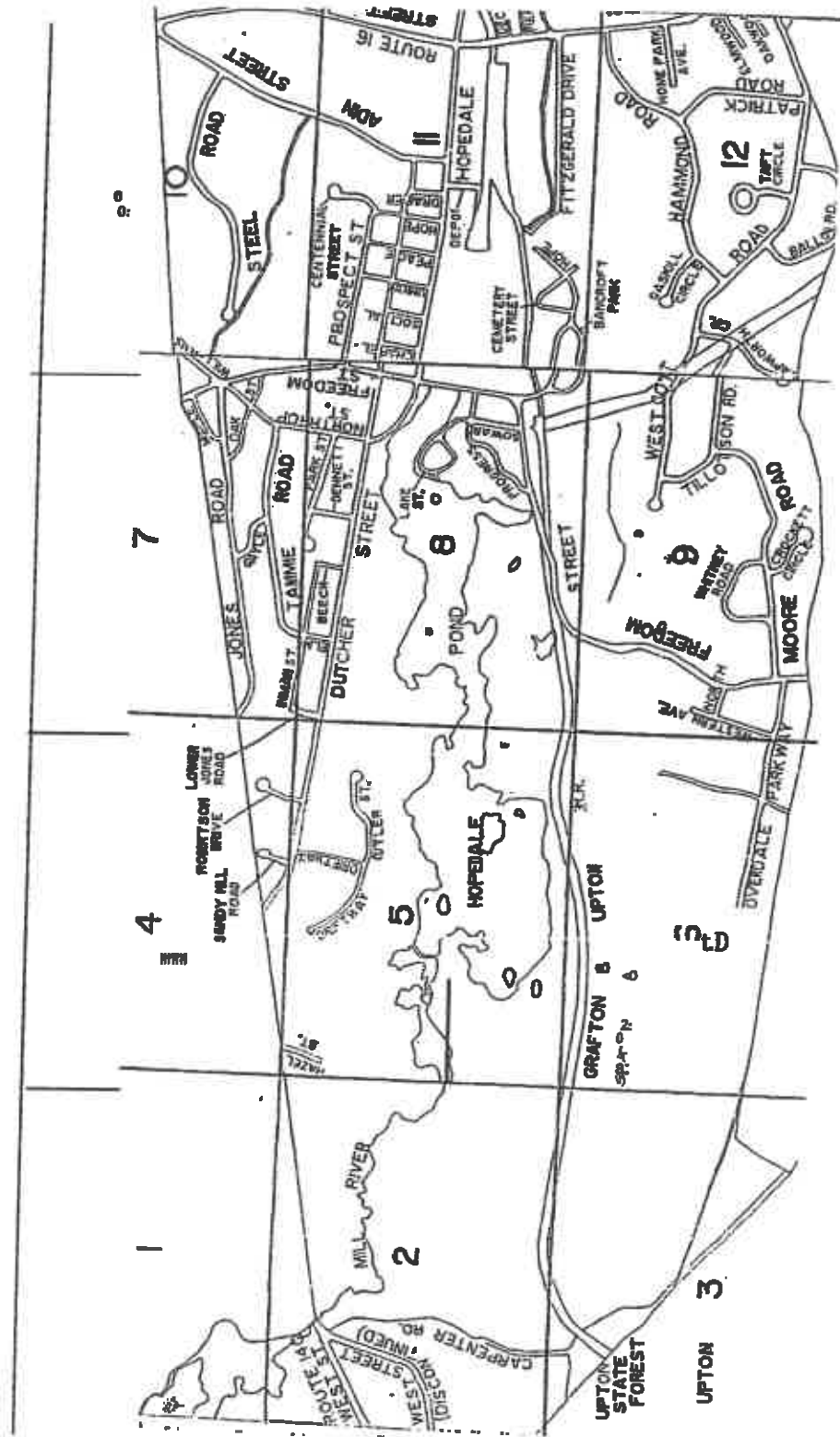
**HOPEDALE STREET LISTING
TRASH PICK UP**

Monday	Tuesday	Wednesday	Thursday	Friday
Beech St.	Bancroft Park	Adin St.	Birch Cir.	Anthony Rd.
Carpenter Rd.	Ballou Rd.	Briar Cliff Rd.	Boyd Rd.	Ben's Way
Cutler St.	Cemetery St.	Centennial St.	Catherine St.	Charlesgate Rd.
Dennett St.	Crockett Cir.	Chapel St.	Cook St.	Charlesview Rd.
Driftway St.	Dudley Rd	Cross St.	Dana Park	Field Stone Way
Dutcher St.	Freedom St.	Daniels St.	Forest Path	Francis Rd.
Elm St.	Gaskill Cir.	DEC Ct.	Gannett Way	Glendale Rd.
Gayle Rd.	Hammond Rd.	Depot St.	Greene St.	Hartford Ave East
Hazel St.	Hope St.(0-20)	Draper St.	Harmony Trail	Howard St.
Inman St.	Lake St.	Elmwood Ave.	Haven Way	Kings Way
Jones Rd.	Lapworth Cir.	Fitzgerald Dr.	Heron Ln.	Landing Ln.
Lower Jones Rd.	Moore Rd.	Highland St.	Hopedale St. (150+)	Laurelwood Dr.
Maple St.	North St.	Hill St.	Larkin Ln.	Lloyd St.
Northrop St.	Old Saltbox Rd.	Hollyhock Ln.	Jackson Way	Mantoni Dr.
Park St.	Overdale Pkwy.	Home Park Ave.	Liberty Cir.	Mellen St.
Oak St.	Patrick Rd.	Hope St. (20+)	Malquin Dr.	Mill St.
Robertson Dr.	Progress St.	Hopedale St. (0-149)	McVitty Rd.	Neck Hill Rd.
Sandy Hill Rd.	Soward St.	Mendon St.	Nelson St.	Newton St.
Tammie Rd.	Taft Cir.	Oakwood St.	Oak View Ln.	Plain St.
West St.	Tiliston Rd.	Peace St.	Spruce Cir.	Richard Rd.
Williams St.	Westcott Rd.	Pierce St.	Thwing St.	South.Main St.
	Western Ave.	Prospect St.	Rockridge Rd.	Thayer St.
	Whitney Rd.	Social St.		Villa Dr.
		Steele Rd.		Warfield St.
		Union St.		
		Village Way		

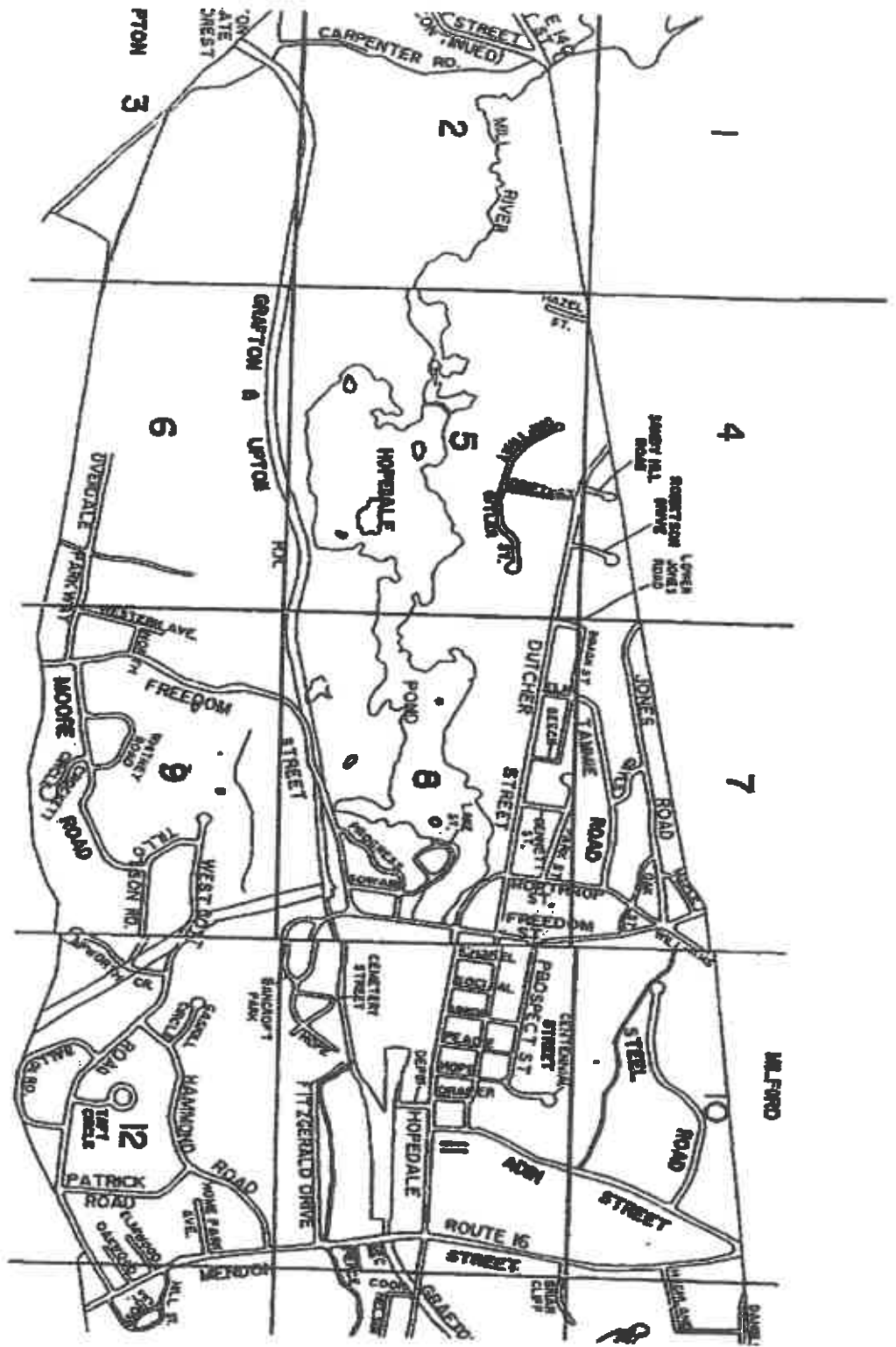
FOR MORE INFORMATION ON TRASH PICK UP CALL E.L. Harvey & Sons 800-321-3002 OR
BOARD OF HEALTH 508-634-2203 EXT. 222

**APPENDIX C
Routes and Maps**

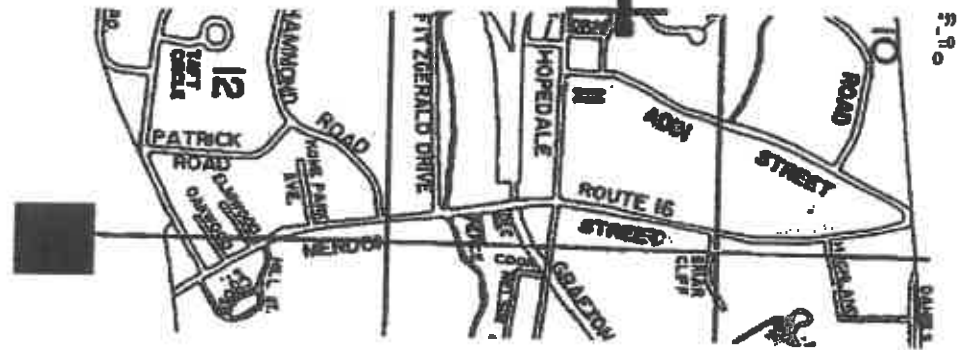
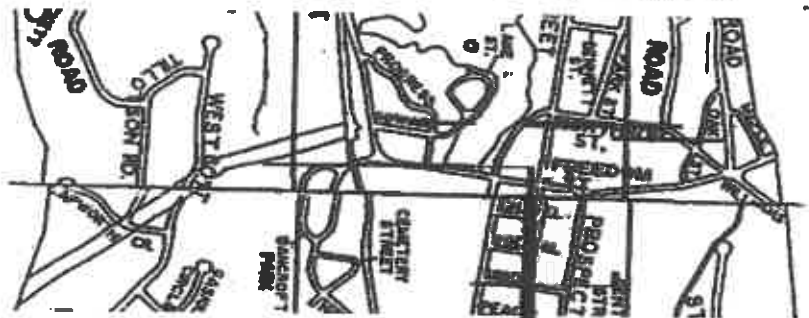
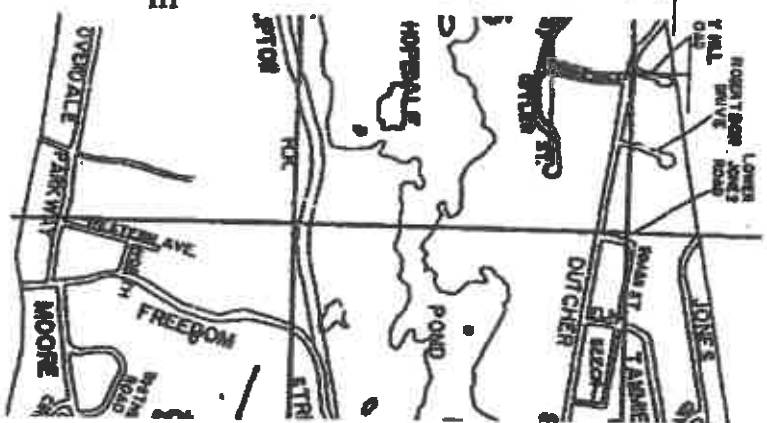
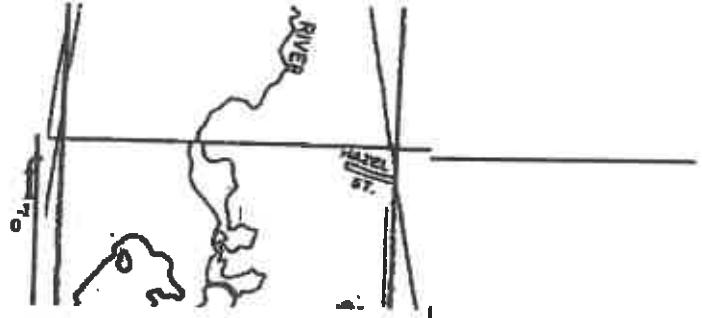
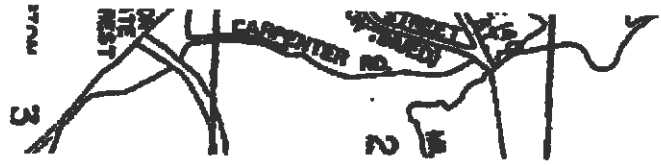
Monday
Beech St.
Carpenter Rd.
Cutler St.
Dennett St.
Driftway St.
Dutcher St.
Elm St.
Gayle Rd.
Hazel St.
Inman St.
Jones Rd.
Lower Jones Rd.
Maple St.
Northrop St.
Park St.
Oak St.
Robertson Dr.
Sandy Hill Rd.
Tammie Rd.
West St.
Williams St.



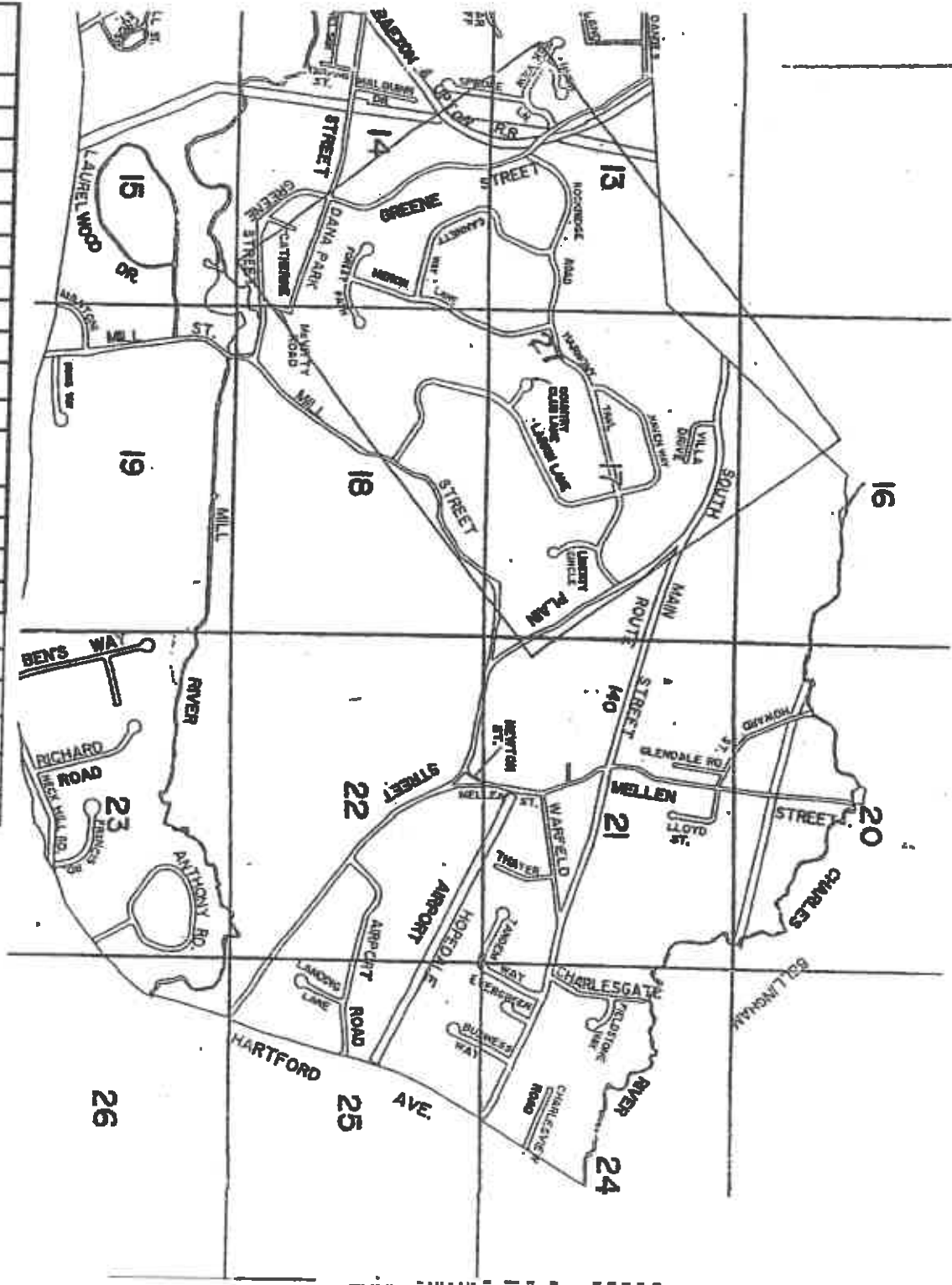
Tuesday
Bancroft Park
Ballou Rd.
Cemetery St.
Crockett Cir.
Dudley Rd
Freedom St.
Gaskill Cir.
Hammond Rd.
Hope St.(0-20)
Lake St.
Lapworth Cir.
Moore Rd.
North St.
Old Saltbox Rd.
Overdale Pkwy.
Patrick Rd.
Progress St.
Soward St.
Taft Cir.
Tiliston Rd.
Wescott Rd
Western Ave.
Whitney Rd.



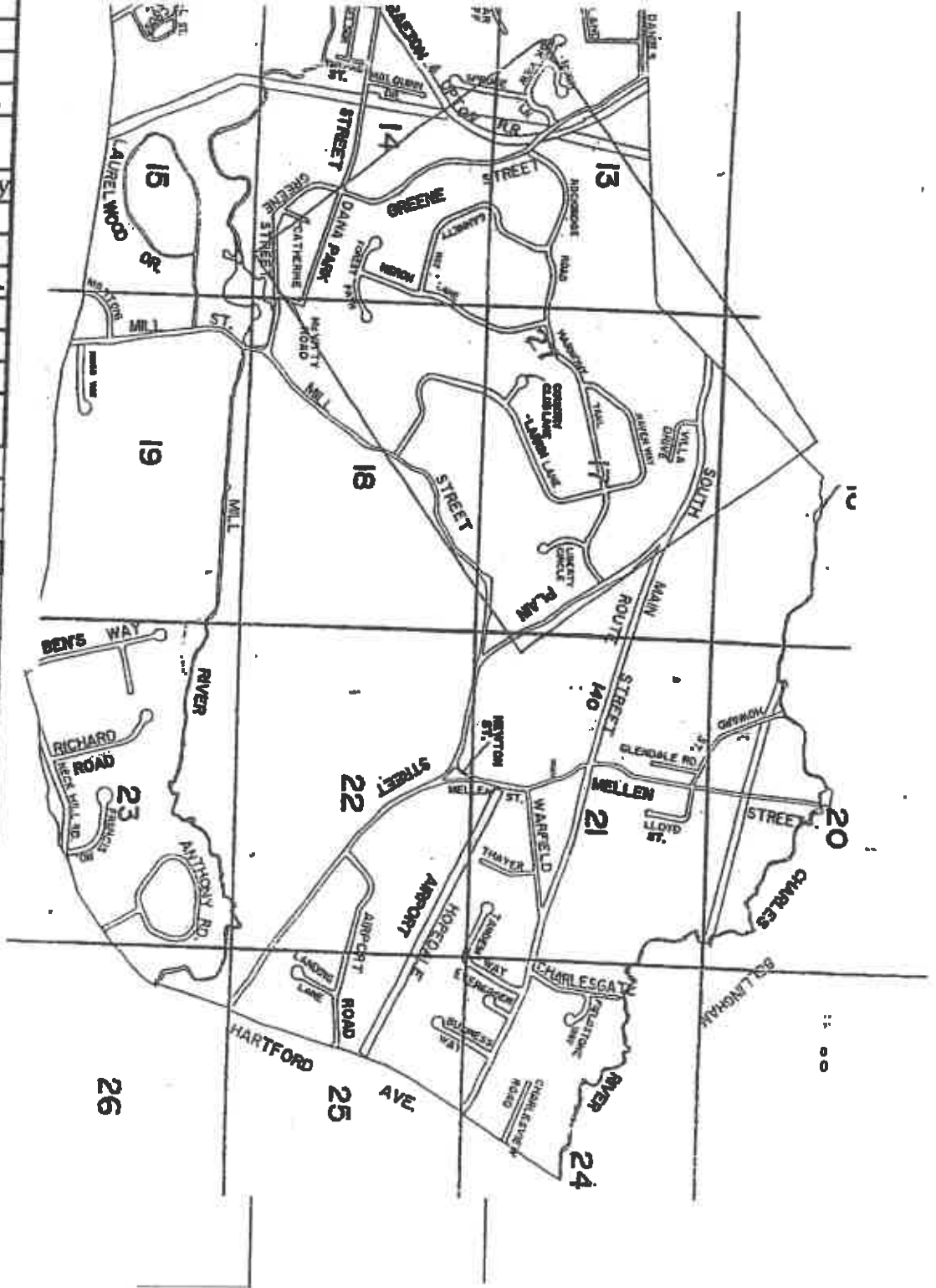
Wednesday
Adin St.
Briar Cliff Rd.
Centennial St.
Chapel St.
Cross St.
Daniels St.
DEC Ct.
Depot St.
Draper St.
Elmwood Ave.
Fitzgerald Dr.
Highland St.
Hill St.
Hollyhock Ln.
Home Park Ave.
Hope St. (20+)
Hopedale St. (0-149)
Mendon St.
Oakwood St.
Peace St.
Pierce St.
Prospect St.
Social St.
Steele Rd.
Union St.
Village Way



Thursday
Birch Cir.
Boyd Rd.
Catherine St.
Cook St.
Dana Park
Forest Path
Gannett Way
Greene St.
Harmony Trail
Haven Way
Heron Ln.
Hopedale St. (150+)
Larkin Ln.
Jackson Way
Liberty Cir.
Malquin Dr.
McVitty Rd.
Nelson St.
Oak View Ln.
Spruce Cir.
Thwing St.
Rockridge Rd.



Friday
Anthony Rd.
Ben's way
Charlesgate Rd.
Charlesview Rd.
Field Stone way
Francis Rd.
Glendale Rd.
Hartford Ave E.
HowardSt.
Kings Way
Landing Ln.
Laurelwood Dr.
Lloyd St.
Mantoni Dr.
Mellen St.
Mill St.
Neck Hill Rd.
Newton St.
Plain St.
Richard Rd.
S.Main St.
Thayer St.
Villa Dr.
Warfield St.



**APPENDIX D
Town of Hopedale
Single Stream Market Pricing**

	3/31/2019		
	Composition of Material	Commodity Value	Revenue per Ton
OCC	12.9%	\$60	\$7.74
Resi Mix	42.9%	-\$11	(\$4.72)
Aluminum	0.4%	\$900	\$3.60
PET	3.1%	\$289	\$8.96
FE Steel Cans	2.2%	\$178	\$3.92
HDPE-C	1.1%	\$324	\$3.56
HDPE-N	1.1%	\$682	\$7.50
Mixed Plastic	1.4%	\$20	\$0.28
Rigid	0.9%	\$45	\$0.41
Glass	16.7%	-\$55	(\$9.19)
Metal	0.5%	\$100	\$0.50
Residue	16.8%	-\$90	(\$15.12)
Revenue/Ton	100.0%		\$7.44
Net Revenue/Ton			\$ 7.00
Processing and Host Fee Cost			\$ 70.00
Rebate/ (Charge)			\$ (63.00)

APPENDIX E
Town of Hopedale
RECYCLABLES CONTAINERIZED COLLECTION AND
LOCATION SCHEDULE

Location	Address	Size	# Containers	Frequency
Town Hall	78 Hopedale St.	Carts	3	1 x week
Town Hall	78 Hopedale St.	8 yd	1	1 x week
Police Dept.	70 Hopedale St.	Carts	5	1 x week
Police Dept.	70 Hopedale St.	2 yd	1	1 x week
Fire Dept.	40 Dutcher St.	4 yd	1	1 x week
Highway/Park Dept.	7 Depot St.	6 yd	1	1 x week
Water Dept.	117-119 Greene St.	4 yd	1	1 x week
Bancroft Library	50 Hopedale St.	Cart	1	EOW
Jr./Sr. High School	25 Adin St.	Carts	13	1 x week
Jr./Sr. High School	25 Adin St.	2 yd	1 - Cardboard	3 x week
Jr./Sr. High School	25 Adin St.	8 yd	1 - Cardboard	3 x week
Memorial School	54 Adin St.	Carts	10	1 x week
Memorial School	54 Adin St.	6 yd	1	1 x week
Memorial School	54 Adin St.	6 yd	1 - Cardboard	1 x week
Bright Beginnings	6 Park St.	10 yd	1	1 x week
Bright Beginnings	6 Park St.	Carts	3	1 x week
Recycling Center	Mendon St.	40 yd	1-Metal	On Call
Recycling Center	Mendon St.	40 yd	1-Wood	On Call
Recycling Center	Mendon St.	Cart	6	1 x week
Recycling Center	Mendon St.	8 yd	6	1 x week

**APPENDIX E
PREVAILING WAGE**

See Prevailing Wage Rates from the Commonwealth of Massachusetts, Executive Office of Labor and Workforce Development, Department of Labor Standards, dated May 1, 2019, which is attached separately but is a part hereto.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS**

Prevailing Wage Rates

*As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H*

CHARLES D. BAKER
Governor

KARLYN E. POLITO
Lt. Governor

ROBALYN ACOSTA
Secretary

WILLIAM D. MCKINNEY
Director

Awarding Authority: Town of Hopedale
Contract Number: _____ **City/Town:** HOPEDALE
Description of Work: Weekly trash and recycling collection contract
Job Location: 78 Hopedale St.

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- * This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- * An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- * The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- * All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.
- * The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- * Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- * Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- * Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- * Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Truck/Recycle						
Laborer / Driver (HOPEDALE)	07/01/2019	\$22.39	\$8.95	\$0.00	\$0.00	\$31.34
	07/01/2020	\$22.84	\$8.95	\$0.00	\$0.00	\$31.79
	07/01/2021	\$23.30	\$8.95	\$0.00	\$0.00	\$32.25
	07/01/2022	\$23.77	\$8.95	\$0.00	\$0.00	\$32.72

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11B-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11B-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** AFP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** AFP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

HOPEDALE STREET LISTING

TRASH PICK UP

EFFECTIVE JULY 1, 2019

Monday	Tuesday	Wednesday	Thursday	Friday
Beech St.	Bancroft Park	Adin St.	Birch Cir.	Anthony Rd.
Carpenter Rd.	Ballou Rd.	Briar Cliff Rd.	Boyd Rd.	Ben's Way
Cutler St.	Cemetery St.	Centennial St.	Catherine St.	Charlesgate Rd.
Dennett St.	Crockett Cir.	Chapel St.	Cook St.	Charlesview Rd.
Driftway St.	Dudley Rd	Cross St.	Country Club Ln.	Field Stone Way
Dutcher St.	Freedom St.	Daniels St.	Dana Park	Francis Rd.
Elm St.	Gaskill Cir.	DEC Ct.	Forest Path	Glendale Rd.
Gayle Rd.	Hammond Rd.	Depot St.	Gannett Way	Hartford Ave East
Hazel St.	Hope St.(0-20)	Draper St.	Greene St.	Howard St.
Inman St.	Lake St.	Elmwood Ave.	Harmony Trail	Kings Way
Jones Rd.	Lapworth Cir.	Fitzgerald Dr.	Haven Way	Landing Ln.
Lower Jones Rd.	Moore Rd.	Highland St.	Heron Ln.	Laurelwood Dr.
Maple St.	North St.	Hill St.	Hopedale St. (150+)	Lloyd St.
Northrop St.	Old Saltbox Rd.	Hollyhock Ln.	Larkin Ln.	Mantoni Dr.
Park St.	Overdale Pkwy.	Home Park Ave.	Jackson Way	Mellen St.
Oak St.	Patrick Rd.	Hope St. (20+)	Liberty Cir.	Mill St.
Robertson Dr.	Progress St.	Hopedale St. (0-149)	Malquin Dr.	Neck Hill Rd.
Sandy Hill Rd.	Soward St.	Mendon St.	McVitty Rd.	Newton St.
Tammie Rd.	Taft Cir.	Oakwood St.	Nelson St.	Plain St.
West St.	Tiliston Rd.	Peace St.	Oak View Ln.	Richard Rd.
Williams St.	Westcott Rd.	Pierce St.	Spruce Cir.	South.Main St.
	Western Ave.	Prospect St.	Thwing St.	Thayer St.
	Whitney Rd.	Social St.	Rockridge Rd.	Villa Dr.
		Steele Rd.		Warfield St.
		Union St.		
		Village Way		

FOR MORE INFORMATION ON TRASH PICK UP CALL E.L. Harvey & Sons 800-321-3002 OR
BOARD OF HEALTH 508-634-2203 EXT. 222

Select Board
Regular Meeting Minutes
October 12, 2021, 5:30 pm

Present: Chair Brian R. Keyes, Selectman Louis J. Arcudi, Selectwoman Glenda A. Hazard, Town Administrator Diana Schindler.

Executive Session:

In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to collective bargaining and litigation that an open meeting may have a detrimental effect on the bargaining and litigation position of the public body and the chair so declares, which he does. (Clerical, DPW, Dispatch Units, DLR Case No. JLM-21-8830).

Chair Keyes convened the regular meeting at 6:00PM.

Consent Items

Approval of September 13, 2021 Regular Minutes

Selectman Arcudi moved to discussion to vote to approve the September 13, 2021 regular minutes. Selectwoman Hazard seconded the motion.

Selectman Arcudi stated that in the September 13, 2021 regular minutes, he stated that in 1972 the gate on the road was requested to be replaced by the residents due to safety reasons that were residentially driven. Selectman Arcudi stated that this comment was made because it was in reference to a September 6, 2021 letter the Select Board received from the residents of Overdale Parkway stating that a gate had been placed on the land in questions since 1972. This is where the information came from. Selectman Arcudi also wanted to clarify the portion of minutes that stated, "Joe Antonellis reviewed each Town Meeting vote from 1918 to 1999 and determined that the land deeded was never deeded to Parklands" Selectman Arcudi stated that Mr. Espanet, as the Chair of the Park Commission did not agree with this personally, however in the September 29, 2021 minutes, the Park Commission agreed with the findings of Joe Antonellis. Selectman Arcudi stated that he would like to revise the September 13, 2021 regular minutes to reflect that it was the Park Commission, not Mr. Espanet that agreed with the findings of Joe Antonellis. Town Administrator Schindler stated that generally the minutes are what are said at the meeting. A revision can be made if the minutes are recorded incorrectly by the Secretary however, the Board cannot make changes to the minutes based on knowledge obtain after a meeting. The updates can be made in the next scheduled meeting minutes and a reference to the September 29, 2021 minutes can be made in the September 13, 2021 minutes.

Selectman Arcudi moved to approve the September 13, 2021 regular minutes. Selectwoman Hazard seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

Approval of September 29, 2021 Regular Minutes

Selectman Arcudi moved to approve the September 29, 2021 regular minutes. Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Appointments and Resignations

Termination of Call Firefighter Candidate, Jake Carnaroli, from the Hopedale Fire Department
Chair Keyes read the resignation letter provided by Chief Daige for Jake Carnaroli.

Selectman Arcudi moved to accept the resignation of Call Firefighter Candidate Jake Carnaroli from the Hopedale Fire Department. Selectwoman Hazard seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

New Business

Vote to make the Town Website the Official Posting Site for Public Notices

Town Administrator Schindler stated that this will not change how Boards and Committees submit their agendas to the Town Clerk. This will change the Town Clerks primary posting place, updating the posting place from outside the Town Hall to the website. The Town Clerk will still post on the bulletin board as a secondary posting place. Schindler stated that this change will not affect the 48 posting limit for meetings.

Selectwoman Hazard moved to make the Town Website the official posting site for public notices.

Selectman Arcudi seconded the motion.

Hazard – Aye, Arcudi – Aye, Keyes – Aye

Town 2020 Re-Precincting (Vote)

Town Administrator Schindler stated that following the 2020 census results, every City and Town evaluated whether the Town was required to re-precinct. Hopedale was not required to re-precinct, so the Town will stay as one precinct. The Town of Hopedale's population is around 6,000 to become a two precinct Town, Hopedale's population would need to be 6,100.

Selectman Arcudi moved to keep the Town of Hopedale as one precinct based upon the 2020 census.

Selectwoman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Review and Sign MOAs for Clerical, DPW, and Dispatch (Vote)

Town Administrator Schindler stated that the Select Board agreed to ratify the terms of the Dispatch Unit. These terms have been presented to the Dispatch Unit; however, they have not voted as of yet.

Selectwoman Hazard moved for the Select Board to sign the MOA for the Dispatch Unit. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Old Business

Review Special Town Meeting Motions for Saturday's (10/16) Meeting

Town Administrator Schindler reviewed the motions with the Select Board and the public.

Public and Board Member Comments (votes will not be taken)

Resident, Don Howes discussed the email sent by Town Administrator Schindler on October 12, 2021, regarding an Intermunicipal Agreement (IMA) with the Animal Control Officer. Howes stated that the Select Board and the Town Administrator does not have jurisdiction regarding the Animal Control Officer (ACO), the Board of Health is the authority. Howes asked for clarification if this has changed. Town Administrator Schindler stated that the statutory authority for the Animal Control Officer is the Select Board because the Select Board is the appointing authority. Schindler stated that she has been inquiring to the Board of Health about the ACO's status since June 2020, she had asked the Board of Health what the employment arrangement was. The information she received was inaccurate. Over the past year, Town Administrator Schindler discovered that the ACO is an employee of another IMA with three other Towns. The Town of Hopedale has been using the training, equipment, support, and the shelter of this employee without being a part of an IMA. Other Town's were supporting these resources. The lead Town of the IMA that our ACO works for is Uxbridge, MA. The Town Administrator for Uxbridge contacted surrounding Towns, Town Administrator Schindler, and the Hopedale Police Chief to determine what was the status of the ACO and why this situation had occurred. Schindler stated that it is her understanding that the Hopedale Board of Health has reached out to the Upton Board of Health to try to recreate this situation. Upton's Town Manager informed Schindler that the Town of Upton is not interested in creating an agreement or sharing their ACO in the same way that the Town of Hopedale has been sharing our current ACO. Schindler stated that she is wary to recreate a system that is not effective currently. Schindler stated that the Town can explore the options the Board of Health wants to explore however, herself and the Police Chief should be present during those discussions. Chair Keyes asked to schedule a joint meeting with the Board of Health on October 25, 2021 and include the Police Chief.

Chair Keyes stated that the Town received the first impact fee from High Hopes, totaling \$14,744.88.

Selectman Arcudi moved to adjourn. Selectman Hazard seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Chair Keyes dissolved the meeting at 7:30PM.

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

Adopted: _____

Select Board
Regular Meeting Minutes
October 14, 2021, 6:30 pm

Present: Chair Brian R. Keyes, Selectman Louis J. Arcudi, Selectwoman Glenda A. Hazard, Town Administrator Diana Schindler

Executive Session:

In accordance with G.L. c. 30A, §21(a)(3) (Purpose #3), to discuss strategy with respect to collective bargaining and litigation that an open meeting may have a detrimental effect on the bargaining and litigation position of the public body and the chair so declares, which he does. (Clerical, DPW, Dispatch Units, DLR Case No. JLM-21-8830). * Board will return to Open Session at 6:45 pm

Chair Keyes convened the regular meeting at 6:45PM.

Old Business

Review and Sign MOAs for Clerical, DPW, and Dispatch (Vote)*

Chair Keyes stated that the Select Board has ratified the Dispatch MOA in a previous meeting. The Select Board will be discussing the DPW MOA at this meeting, Clerical MOA is not ready to ratify. Town Administrator Schindler stated that regarding the DPW MOA, the list of holidays will be amended, adding Juneteenth effective FY22. The Town is agreeing to amend the language around hours of work to add a few weeks of longer workdays, Monday-Thursday, with a shorter day on Friday to coincide with daylight savings time, there will be shorter days in the winter and longer days in the summer. On Call Duty was amended from \$150 to \$200. Wages is as follows: July 1, 2020 – 0% increase and July 1, 2021 – 4% increase.

Selectwoman Hazard moved to accept the MOA for DPW as presented. Selectman Arcudi seconded the motion.

Arcudi – Aye, Hazard – Aye, Keyes – Aye

Present: Chair Ed Burt, Member James Morin, Member Donald Cooper, Superintendent of Water/Sewer Tim Watson

Joint Meeting with Water & Sewer Commission at 7 pm

SL Environmental Law Group, (Joint PFAS Litigation) Kenneth A Sansone to present and discuss

Attorney Kenneth Sansone provided a presentation for the Boards regarding using product defect law to shift treatment costs back to polluters. At SL Environmental they exclusively represent communities in water contamination cases. SL Environmental recently obtained \$48 million verdict as lead trial counsel for Pomona, CA in perchlorate case. SL Environmental handles all of the cases thru a contingency fee arrangement. The firm pays the cost of the litigation as it goes along and SL Environmental is paid the costs of their fees if there is a successful recovery. There is no out of pocket costs to the municipality. The SL Environmental firm will investigate and discover where the PFAS was used and where it came from.

Ed Burt stated an agreement will not be signed at tonight's meeting. The Select Board and the Water/Sewer Commission will be meeting again in executive session to further discuss the litigation process and review the draft legal services agreement.

Selectman Arcudi moved to adjourn the joint meeting. Selectwoman Hazard seconded the motion.
Arcudi – Aye, Hazard – Aye, Keyes – Aye

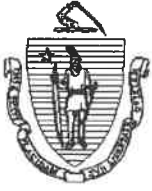
Chair Keyes dissolved the meeting at 7:45PM

Submitted by:

Lindsay Mercier

Lindsay Mercier, Executive Assistant

Adopted: _____



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 1, 2021

Ms. Diana M. Schindler
Town Administrator, Town of Hopedale
78 Hopedale Street
Hopedale, MA 01747

Dear Ms. Schindler:

RE: Hopedale 542 Application

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

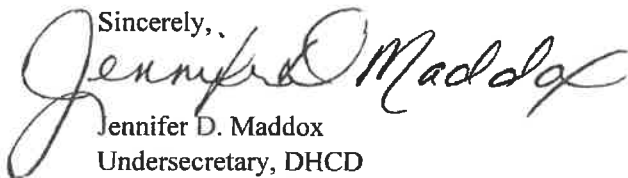
On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000.00** from the **Rural and Small Town** grant program has been approved. Congratulations on being one of the successful applicants.

This award is contingent the execution of a grant contract between the Town of Hopedale and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application. We will also send grant administration and contract requirement guidance to highlight contractual and regulatory obligations before proceeding with activities authorized for grant funding. If you have any questions, please contact Chris Kluchman, FAICP, Acting Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that **public announcement of this award is embargoed** until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of Hopedale's housing and community development needs.

Sincerely,



Jennifer D. Maddox
Undersecretary, DHCD

The Budget Calendar

The Town's budget operates in a fiscal year format from June 30th to July 1st of the following year.

August/September:

- Identify Goals & Strategic Needs

October:

- Capital Budget Forms sent out to Department Heads
- Select Board Discuss Revenue Trends & Projections

November:

- Capital Requests Submitted by Department Heads and Reviewed by Town Administrator
- Select Board Discuss Revenue Trend & Projection and set Fiscal Policies
- Town Administrator Releases Budget Guidance to Department Heads
- Tax Classification Hearing & Final Tax Rate Set

December:

- Departmental Budgets are Due to the Town Administrator
- Town Administrator Develops Operating Budget

January:

- Select Board Hold Workshops to Review Available Revenue and Departmental Requests

February:

- Town Administrator Releases Initial Budget (Fiscal Projection 1) and presents to the Finance Committee and Select Board

March:

- Finance Committee Holds a Series of Budget Hearings with Department Heads and Seeks Public Input

April:

- Finance Committee Holds a Hearing on Annual Town Meeting Articles and the Fiscal Year Budget
- Select Board & Finance Committee Vote on the Budget (Fiscal Projection 2)

May:

- Annual Town Meeting (3rd Tuesday)

June/July:

- Current Fiscal Year Ends on June 30th
- New Fiscal Year Begins on July 1st
- State Budget Typically Passed with Final State Aid Numbers (a/k/a “Cherry Sheets”)

PROPOSED