

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
March 17, 2014 AT 7:00 P.M.
REVISED**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

- A. 1) February 10, 2014 2) February 24, 2014 3) February 24, 2014 [Executive Session]
4) March 3, 2014 [Executive Session]

II. PUBLIC HEARINGS

III. APPOINTMENTS

RESIGNATIONS:

- B. 1) Beverly Morrisette/Council on Aging
2) James Mahoney/Disability Commission

IV. CITIZENS' COMMENTS/INPUT

- C. Thomas Valdivia, Northbridge Firefighter

V. DECISIONS

- D. Blackstone Valley Gardeners [Cynthia Kosciak]/Requests permission to use Memorial Park on Saturday, June 7, 2014, from 9:00 AM to 2:00 PM for a plant sale.
E. Riverdale Cemetery Deed/Lot No. 20B [Leonard and Pamela Krygsman III]
F. Spring Annual Town Meeting [May 6, 2014]/Vote to sign warrant upon completion and final review by Town Counsel
G. RFP for Solid Waste Contract/Vote to approve

VI. DISCUSSIONS

- H. Ballot Question to consider a possible Proposition 2 ½ Override

VII. TOWN MANAGER'S REPORT

- I. 1) WRTA Bus Route Changes
2) Groundbreaking Ceremony & Reception [Osterman Management, LLC, Milford Regional Medical Center & Tri-County Medical Associates]
3) Tax Title Property Auction Results

VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
March 17, 2014 AT 7:00 P.M.
ADDENDUM**

GG. Young Neighbors In Action – St. Patrick’s Church [Gracia Casey]/Request permission to hold a 5K Road Race on Saturday, June 7, 2014 @ 10:00 A.M. to fundraise on behalf of World Youth Day

GGG. Alternatives 29th Annual Valley Friendship Tour, Saturday, May 31, 2014/1) Request permission to hang a banner across Church Street from May 18th through June 1st to advertise their 29th Annual Valley Friendship Tour. **2)** Request permission to close Douglas Road at the start of each race beginning at 8:00 A.M., 9:00 A.M., 10:00 A.M. and 11:00 A.M.

**Board of Selectmen's Meeting
February 10, 2014**

A meeting of the Board of Selectmen was called to order by Chairman Nolan at 6:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Messrs. Marzec, Athanas, Ampagoomian and Melia. **Also Present:** Theodore D. Kozak, Town Manager.

Chairman Nolan announced that the Board would be going into Executive Session and declared that having an open meeting may have a detrimental effect on the bargaining position of the body.

A motion was made and seconded to go into Executive Session under M.G.L. Chapter 30A, S. 21#3 – To discuss strategy with respect to contract negotiations and M.G.L. Chapter 30A, S. 21#6 – To consider the purchase, exchange, lease or value of real property [Pine Grove Cemetery] – and to reconvene in Open Session. Roll Call Vote: Mr. Melia/Yes, Mr. Athanas/Yes, Mr. Marzec/Yes, and Mr. Nolan/Yes.

Open Session Adjourned: 6:32 PM

Executive Session Convened: 6:35 PM

Executive Session Adjourned: 6:48 PM

Open Session Reconvened: 7:00 PM

The Pledge of Allegiance was recited by those present.

Present: Representative George Peterson, Senator Michael O. Moore and Senator Richard T. Moore. Chairman Nolan welcomed Representative George Peterson and Senator Richard Moore and then mentioned that Senator Michael Moore is running late but will be attending. Rep. Peterson announced that the House budget will be out the third week in April and will be debating it the last week of April. He mentioned that the Speaker of the House already anticipates adopting more local aid than what the Governor proposed. The Governor has a little over \$2 Million dollars in Chapter 70 and level funded for the unrestricted local aid and other major accounts. Senator Richard Moore began by stating that Representative Peterson will be missed when he retires. He then explained that because they are still in the hearing stage with budgets he cannot address the numbers and the serious problems that towns and cities will be facing. Senator Moore did mention that the overall revenue has been improving in the state but explained that they are still not back to where they want to be. Senator Richard Moore explained that all of them [Representative Peterson, Senator Michael Moore and he] will work very hard to find additional revenue in the budget to make it a little less painful for the communities and school districts. Senator Michael Moore mentioned that their number one priority is local aid and bring back as much as possible. He then noted that the revenue numbers for next year are coming in around 4.9 to 5 % higher than this year. Selectman Ampagoomian explained that the cost of doing business in our school systems and municipality has increased where the revenue sharing has not increased to meet our financial needs. That being said, the unfunded mandates are destroying the ability for school systems to educate our children as well as the small unfunded mandates that are directed to the municipal side. It hard for the town and school system to cope with these unfunded mandates. Selectman Ampagoomian asked the Senator's and Representative if the Governor veto's the increase of local aid and Chapter 70 funds, is there a way for the house and senate to override the Governor's veto to allow the school districts to have extra funding to carry out what they need to do. Representative Peterson responded that it depends on the number and that it's a possibility the House and Senate could override it. Senator Richard Moore mentioned that whatever veto's this Governor, or any of the other Governor's, in which whom he has served, have always overridden every veto regardless of the party of the Governor. Town Manager

Kozak expressed his disappointment with the Governor's proposal because there is no additional local aid and Chapter 70 funds. He mentioned it is very difficult for communities to survive. He noted that cities and towns can't keep going year after year with the services and no additional revenue. Town Manager Kozak hopes that he can depend on Representative Peterson, Senators Moore and Moore's assistance to share this information with the Governor. Representative Peterson expressed his gratitude for being able to serve our community for the past twenty years and noted it has been both a pleasure and privilege. That being said, he thanked David Muradian, Chief of Staff/Legislative Assistant for assisting him and being by his side for the past 7 to 8 years. He also thanked the Board of Selectmen for their help and effort while he's been in office. Senator Richard Moore formally introduced Timothy Harvey as his new District Director. Chairman Nolan announced the Northbridge Finance Committee & School Committee are both present for tonight's meeting to discuss the FY 15 Budget. Salvatore D'Amato, Chairman of the Finance Committee and Melissa Walker, Director of Administrative Services provided a PowerPoint presentation on the School Department's FY 15 Revenue Expenses, Expense Increases – Level Services, Out of District Special Education Programs, 5 Year Comparison – Energy Savings, Budget Impact with \$64,150 Annual Increase in Chapter 70, Budget Impact with \$3,000,000 additional revenue – \$1.4 million FY15 and \$400K FY16-FY19, Examples of Unfunded Mandates. Mr. D'Amato mentioned the presentation is very detailed and shows what the school expenses have been over the past several years. A copy of the presentation can be found in the Town Manager's Office. Mrs. Walker mentioned that large increases in revenue are needed in order to sustain their school program and services. Mr. D'Amato explained that the reduction in federal and state aid, along with the increase demand for the unfunded mandates has finally put the Town of Northbridge in a crisis situation. Representative Peterson mentioned that several towns and communities are facing the same shortfall problems that Northbridge is facing. He mentioned that cutting services and raising taxes is tough on all communities and then when you start talking about an override, it gets pretty ugly. He then explained that an override will help fund services needed in communities and then noted that any money raised in an override will stay within the community. The Board of Selectmen thanked Representative George Peterson, Senator Michael Moore and Senator Richard Moore for coming to their meeting this evening.

Approval of Minutes. None.

Public Hearings. None.

Appointments/By the Board of Selectmen. None.

Citizens' Comments/Input. **Mr. Philip Simmons, 96 Fowler Road, Northbridge.** Mr. Simmons provided the Board of Selectmen with a handout. He mentioned that on January 2, 2014, he received a permit to burn brush. He stated the conditions were perfect, there was a southwest breeze less than 7 miles per hour, 3 to 6 inches of snow on the ground, brush was in a low gully, shielded, and trees are bare. He mentioned that after an hour and a half into burning his brush, the Fire Department came onto his property and put his brush fire out at the request of the Fire Chief. Mr. Simmons asked that the burning program be removed from the Fire Department's responsibilities and assigned to the Department of Public Works. He also asked that the Fire Chief be reprimanded for killing this program and would like something placed in his personnel file. Chairman Nolan explained that the Board does not engage in a back in forth situation but will look into this matter.

National Grid and Verizon New England/Petition for a joint pole relocation on Quaker Street to remove old pole line in woods and relocate to the side of Quaker Street [Plan #15750245, dated 1/13/14]. Present: Michael Fraser, National Grid. Selectman Ampagoomian asked Mr. Fraser if Verizon and Charter Communication have been notified and Mr. Fraser stated that communication went out to them but wasn't sure if National Grid received their approval yet. Selectman Ampagoomian asked when are the old poles being removed and when the new poles are being installed. Mr. Fraser did not

have a date for when they would be removed or installed. Selectman Ampagoomian also asked if this is Town property or private property and Mr. Fraser will look into this matter further. That being said, Town Manager Kozak asked Mr. Fraser to discuss these questions with Verizon and Charter Communication and then come back to a future meeting. Selectman Melia asked if the DPW Director was still meeting with National Grid and Verizon monthly to discuss the double poles in town and Town Manager Kozak replied yes. The Board of Selectmen did not approve this request and asked Mr. Fraser to come to a future meeting when he has answers to their questions. They also suggested coordinating with Verizon and Charter Communication and bringing back a timeline for when the poles will be removed and installed. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to table to a future meeting the National Grid and Verizon New England/Petition for a joint pole relocation on Quaker Street to remove old pole line in woods and relocate to the side of Quaker Street until all questions can be answered. Vote yes/Unanimous.

Young Neighbors In Action – St. Patrick’s Church [Gracia Casey]/Request permission to hold a 5K Road Race on Saturday, May 31, 2014 @ 9:00 A.M. to fundraise on behalf of World Youth Day.

Ms. Casey mentioned that the Young Neighbors in Action are a bunch of students from St. Patrick’s Church that are in college or high school looking to raise money to go to World Youth Day in Warsaw, Poland. A motion/Mr. Melia, seconded/Mr. Ampagoomian to grant permission to Young Neighbors In Action-St. Patrick’s Church to hold a 5K Road Race on Saturday, May 31, 2014 @ 9:00 A.M. to fundraise on behalf of World Youth Day, subject to the safety requirements of the Police Department. Vote yes/Unanimous. Selectman Ampagoomian suggested to contact Sharon Susienka to add their request to the Town Bulletin Board, if available.

FEMA Flood Plain Mapping. Town Manager Kozak mentioned that at the last Board of Selectmen’s meeting, Mark Anderson, Heritage Design, spoke to them about the Flood Plain Mapping for the Mumford River’s flood plain. **Present: John Brown, Chairman of the Conservation Commission and Jeremy Deorsey, Member of the Conservation Commission.** Mr. Brown announced that the Conservation Commission does not recommend signing the FEMA document due to the fact that the Town has not determined that the land and any existing or proposed structures be removed from the special flood hazard area (SFHA) are or will be reasonably safe from flooding as defined in 44CFR.2(c). Mr. Deorsey explained the reasoning for not recommending signage is because the language, in which, it is presented in the document. He mentioned the way it is written and how it reads, if there were any errors within the actual evaluation, the Town would be held liable for any property that would be flooded that is now not located within the flood plain area. Mr. Deorsey suggested that a third party plan review be done before his commission approves the signage of the FEMA document. Town Manager Kozak suggested asking FEMA for an extension to allow Mr. Anderson, Heritage Design more time to resolve this issue. Mr. Anderson doesn’t feel that a third party plan review is needed and disagrees with the Conservation Commission on their logic. Selectman Ampagoomian asked if Town Counsel has reviewed the document and Town Manager Kozak replied no. Town Manager Kozak mentioned that he will have Town Counsel review the document and give us their opinion. He also mentioned that he will contact FEMA to ask for an extension. Mr. Anderson stated that his client is still moving forward. He noted that after the Town has their Town Counsel review the document he can submit the supplemental submittal in a couple weeks. A motion/Mr. Marzec, Seconded/Mr. Melia to table the FEMA Flood Plain Mapping to a future agenda to allow time for Town Counsel to review the document and provide their opinion. Vote yes/Unanimous.

Sewer Charges. Present: Mark Kuras, Sewer Superintendent and Mark Anderson, Heritage Design. Mr. Anderson mentioned that James Shuris, DPW Director, he asked him to do a comparison of the existing building on Granite Street to the new site on Church Street extension. That being said, Mr. Shuris also asked for four things: # of employees (41 and will remain the same), square footage (the new facility will be 1500 square feet bigger than the old facility), there are no new programs, and # of fixtures

(98 fixtures in the new facility and the old facility has 66 fixtures). Mr. Anderson mentioned that \$45,000 is a lot of money to pay for a hook-up fee. Mr. Kuras explained that the regulations for the fees were set up many years ago by the Board of Selectmen and noted that if the Board wishes to change them, than they can. Town Manager Kozak suggested that if the Board wishes to deduct 45 exam sinks, this would save Mr. Anderson's client \$20,790.00. The cost to Mr. Anderson's client would be reduced to \$24,210.00. The Selectmen all agreed to reduce the hook-up fee. A motion/Mr. Athanas, seconded/Mr. Melia to lower the sewer charge fee based on the exclusion of the 45 lavatory exam sinks. Vote yes/Unanimous. Selectman Ampagoomian asked for a review of the Sewer Policy pertaining to hook-ups be done.

The Grill [John Pardee]/Fee for Transfer of All Alcohol Common Victualler License. Present: John Pardee. Mr. Pardee mentioned that he is in the process of transferring his All Alcohol Common Victualler License to a new owner. He would like to know if the fee that he just paid to the Town on January 1st for the renewal of license can be applied to the new owner's license. He asked the Board of Selectmen to consider this option to help out the new business owner. The Board of Selectmen will review this matter and take this under advisement. This item will be placed on the next Board of Selectmen's Agenda [February 24, 2014] for consideration.

Blackstone Valley Regional Recycling Center Proposal. Present: William Walsh, Blackstone Valley Regional Recycling Center and Tom Berkowitz Trucking Inc. Mr. Walsh announced that his proposal to increase recycling, reduce trash disposal and ease the burden on Senior Citizens. Currently, the Blackstone Valley Regional Municipal Recycling Center operates, for the Town of Northbridge, a Drop-Off Recycling Center behind the Fire Station at 193 Main Street, Northbridge. He mentioned that they would like to relocate the current assets to the newly State Permitted Recycling Station at Tom Berkowitz Trucking. The new location offers Northbridge residents a new and far more accessible location which will allow them to dispose of trash more economically. The Recycling Operation will be a joint operation of Municipal and Private enterprise. He then mentioned that all assets will be relocated from 1193 Main Street to Tom Berkowitz Trucking, Inc. [TBT], 279 Douglas Road, Northbridge. The Blackstone Valley Regional Municipal Recycling Center [BVRMRC] will operate the (State permitted) Recycling Center. TBT will operate the (State permitted) Solid Waste Transfer Station. The Town of Northbridge will authorize and support this operation and permits are in force from the Commonwealth of Massachusetts for this operation. Mr. Walsh also mentioned that operations will begin July 1, 2014, the recycling center would be open twelve months a year, and hours of operation would be: Wednesday, 8:00 A.M. to 2:00 P.M. and Saturday, 8:00 A.M. to Noon. Mr. Walsh stated that this is a major increase in site availability to residents. He mentioned that paper, cardboard, plastic is free. Trash will be priced per bag – 32 gallon bag \$5.00 and curbside pickup is available. A copy of their fee schedule will be located in the Town Manager's Office for review. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to move this item from Discussion to Decisions for a vote. Chairman Nolan suggested waiting to vote on this until their next agenda to give people the opportunity to comment if needed. The Board agreed to wait and place this item under Decisions on their next agenda [February 24, 2014].

Departmental Updates [July through December]/Present: Walter Warchol, Police Chief, R. Gary Bechtholdt, Town Planner, and Kelly Bol, Council on Aging. Town Manager Kozak announced that the Police Chief & Lieutenant Timothy Labrie, Town Planner and Director of Council on Aging were present to provide updates on their accomplishments, budget projections and their future needs. With that being said, the Department Heads provided their departmental updates covering the period of July 1, 2013 through December 31, 2013. A copy of the department head's quarterly report can be found in the minute's book in the Town Manager's Office.

Town Manager's Report. 1) Snow Removal Update: Mentioned that this was the 13th snow event this year and it was a 24-hour storm with 12 inches of snow. As of now, we have had roughly 49 inches of

snow this year. The approximate cost of the storm is \$15,000 for sand and salt and around \$10,000 to \$12,000 for contractors and overtime. **2) Tax Title Property Auction:** Announced that tax title properties are being auctioned by the Treasurer/Collector's office on Friday, March 14, 2014, at Noontime, in the Board of Selectmen's Room at Town Hall. Properties being auctioned are: 1) 2094 Quaker Street, Northbridge, 2) 84 Border Street, Whitinsville, and 3) C Street, Whitinsville.

3) WRTA Bus Program: Announced that in December, Route A had 68 passengers and Route B had 69 passengers. In January, Route A had 77 passengers and Route B had 97 passengers. Considering this winter, WRTA is encouraged by the ridership but will continue to market the program.

4) Assessors – Property Tax Analysis: Announced that Robert Fitzgerald, Town Assessor, is preparing an analysis to be placed on the Town's homepage. He will explain the process for establishing the tax rate and the difference between last year's and this year's tax rate. **5) Blackstone Valley Chamber of Commerce – Businesses inquiry:** Announced that he contacted Jeannie Hebert, President and CEO of the Blackstone Valley Chamber of Commerce. He mentioned that Ms. Hebert has not heard of any complaints by businesses on how the town handles permitting but will check into this matter and get back to us. Also, Ms. Hebert is working with former Lt. Governor Timothy Murray on his program to increase industrial usage in the Valley and noted that she will be attending a future Board of Selectmen's meeting in the future to discuss these issues.

Selectmen's Concerns. Selectman Athanas 1) Asked if James Shuris, DPW Director received any information on the hot box and Town Manager Kozak replied that he is looking into it. **2)** Status on the Building Maintenance Schedule. Town Manager Kozak mentioned that James Shuris, DPW Director and Paul Halacy, School Department are working on it. **Selectman Marzec 1)** Mentioned that since the ridership is up for the WRTA Bus Program maybe someone can put up a bus top shelter. **2)** Trash Hauling Issue – he would like to pursue the options available to us. **3)** Businesses in Town – Would like to try and get businesses in the community together to hear their concerns. **4) Superintendent Search Committee** – Mentioned that he has been serving on the committee and that the committee will be giving their recommendation to the School Committee tomorrow night. That said, he thanked everyone who served on the Superintendent Search Committee.

Chairman Nolan announced that Town Manager Kozak has requested to carryover up to 5 additional vacation days through June 30, 2014. A motion/Mr. Melia, seconded/Mr. Ampagoomian to allow Town Manager Kozak to carryover up to 5 additional vacation days no later than June 30, 2014. Vote yes/Unanimous.

A motion/Mr. Ampagoomian, seconded/Mr. Marzec to adjourn the meeting. Vote yes/Unanimous.

Meeting Adjourned: 9:56 P.M.

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – OPEN SESSION

February 10, 2014

Copy of School Department's FY15 Budget Presentation

I. APPROVAL OF MINUTES

II. PUBLIC HEARING

III. APPOINTMENTS/By the Board of Selectmen

IV. CITIZENS' COMMENTS/INPUT

Copy of Phil Simmon's letter and photographs dated January 2, 2014 regarding burning brush.

V. DECISIONS

A. 1) Copy of National Grid and Verizon New England petition for a joint pole relocation on Quaker Street to remove old pole. 2) Copy of email from James Shuris, DPW Director.

B. 1) Copy of email from Gracia Casey requesting to hold a 5K Race on Saturday, May 31, 2014. 2) Copy of map. 3) Copy of response from Walter Warchol, Chief of Police and James Shuris, DPW Director.

C. Copy of memorandum from the Conservation Commission regarding FEMA Flood Plain Mapping.

D. Copy of memorandum from Mark Kuras, Sewer Superintendent regarding sewer charges.

VI. DISCUSSIONS

E. Copy of letter from John Pardee on the transfer fee of liquor license for The Grill.

F. Copy of Blackstone Valley Regional Recycling Center Proposal and fee schedule.

G. Copy of Departmental Updates for Community Planning and Development, Police Department, and Council on Aging.

VII. TOWN MANAGER'S REPORT

H. 1) Snow Removal Update – **No documentation.**

2) Tax Title Property Auction – **No documentation.**

3) WRTA Bus Program – **Copy of email from Jonathan Church, CMRPC.**

4) Assessors – Property Tax Analysis. - **No documentation.**

5) Blackstone Valley Chamber of Commerce – Businesses inquiry – **No documentation.**

VIII. SELECTMEN'S CONCERNS - No documentation.

IX. ITEMS FOR FUTURE AGENDA- No documentation.

X. CORRESPONDENCE- No documentation.

XI. EXECUTIVE SESSION – No documentation

**Board of Selectmen's Meeting
February 24, 2014**

A meeting of the Board of Selectmen was called to order by Chairman Nolan at 6:30 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA. **Present:** Messrs. Marzec, Athanas, Ampagoomian and Melia. **Also Present:** Theodore D. Kozak, Town Manager.

Chairman Nolan announced that the Board would be going into Executive Session and declared that having an open meeting may have a detrimental effect on the bargaining position of the body.

A motion was made and seconded to go into Executive Session under M.G.L. Chapter 30A, S. 21#3 – To discuss strategy with respect to contract negotiations – and to reconvene in Open Session. Roll Call Vote: Mr. Melia/Yes, Mr. Athanas/Yes, Mr. Marzec/Yes, and Mr. Nolan/Yes.

Open Session Adjourned: 6:32 PM

Executive Session Convened: 6:35 PM

Executive Session Adjourned: 6:55 PM

Open Session Reconvened: 7:00 PM

The Pledge of Allegiance was recited by those present.

Approval of Minutes. February 10, 2014 [Executive Session]. A motion/Mr. Marzec, seconded/Mr. Ampagoomian to approve but not release the February 10, 2014 Executive Session minutes as presented with the readings omitted. Vote yes/Unanimous.

Public Hearings. None.

Appointments. None.

Citizens' Comments/Input. None.

Northbridge Historic Commission. A motion/Mr. Melia, seconded/Mr. Ampagoomian to accept a monetary gift for the Historic Commission, in the amount of \$400.00 from Jack and Linda Davis to put towards the cost of a sign for the Kmiotek house. Vote yes/Unanimous.

Special Town Meeting [January 14, 2014]. A motion/Mr. Marzec, seconded/Mr. Melia to accept a monetary donation in the amount of \$2930.50 from Kuo Tai, Inc. d/b/a China Pacific Restaurant towards the cost of the Special Town Meeting that was held on Tuesday, January 14, 2014. Vote yes/Unanimous.

The Grill [John Pardee]/Fee for Transfer of All Alcohol Common Victualler License. Town Manager Kozak just reiterated what Mr. Pardee requested at their last Board of Selectmen's meeting [February 10, 2014]. He stated that Mr. Pardee is requesting the Town prorate/reduce the fee for his 2014 All Alcohol Common Victualler License that he paid for back in December. Selectman Melia mentioned that the Local Licensing Authority has never reduced fees in the past for individuals who transfer a liquor license and doesn't want to set a precedent now. A motion/Mr. Ampagoomian, seconded/Mr. Melia not to prorate/reduce the fees associated with the transfer of the All Alcohol Common Victualler liquor license for The Grill.

Blackstone Valley Regional Recycling Center Proposal. Town Manager Kozak explained that at their previous meeting a proposal was given by William Walsh, Blackstone Valley Regional Recycling Center to move the recycling center from behind the Fire Station, 193 Main Street, Whitinsville to Tom Berkowitz's Trucking, 279 Douglas Road, Northbridge. Town Manager Kozak recommends the move of the recycling center to 279 Douglas Road. A motion/Mr. Melia, seconded/Mr. Ampagoomian to approve the move of the Blackstone Valley Regional Recycling Center from behind the Fire Station, 193 Main Street, Whitinsville to Tom Berkowitz's Trucking, 279 Douglas Road, Northbridge. Vote yes/Unanimous.

Operation Graduation [Selena Livingston]/Request to conduct a Boot Drive at Memorial Square and Ovia Square on Saturday, April 12, 2014 from 9:00 A.M. to 1:00 P.M. A motion/Mr. Ampagoomian, seconded/Mr. Marzec to approve Operation Graduation's request to conduct a Boot Drive at Memorial Square and Ovia Square on Saturday, April 12, 2014 from 9:00 AM to 1:00 PM subject to the Town's Boot Drive policy established by the Board on December 4, 2006 and amended on April 28, 2008 and the safety requirements of the Northbridge Police Department. Vote yes/Unanimous.

Departmental Updates [July through December]/Present: Robert Fitzgerald, Town Assessor, Kimberly Yargeau, Treasurer/Collector, Neil Vaidya, Town Accountant, and Jeanne Gniadek, Board of Health. Town Manager Kozak announced that the Department Heads were present to provide updates on their accomplishments, budget projections and their future needs. With that being said, the Department Heads provided their departmental updates covering the period of July 1, 2013 through December 31, 2013. A copy of the department head's quarterly report can be found in the minute's book in the Town Manager's Office.

Town Manager's Report. 1) **Groundbreaking Ceremony & Reception:** Announced that Osterman Management, LLC, Milford Regional Medical Center & Tri-County Medical Associates will be having a groundbreaking ceremony and reception on March 7, 2014, @ 11:00 A.M., located at 100 Commerce Drive, Northbridge. The Board of Selectmen are invited to attend. 2) **Central Mass. Metropolitan Planning Organization:** Attended a meeting last week and mentioned that the Sutton Street Project is still on schedule. Construction will begin this spring. 3) **Snow Storm Update:** The DPW Director will be providing Town Manager Kozak with a snow storm report for the past two weeks. Town Manager Kozak mentioned that there have been 5 more additional storms since February 10th thus bringing the total snow accumulation this year to 76.8 inches. Total spent this winter on salt, sand, contractors and overtime for DPW Employee's is \$400,244.09. A copy of the breakdown is located in the minute's book in the Town Manager's Office. 4) **Solid Waste Program Update:** Mentioned that he and Jeanne Gniadek, Board of Health have been working with a representative from the Department of Environmental Protection on the specifications for an RFP on the solid waste program. The Representative will be attending the Board of Selectmen's Meeting on March 3, 2014 to present a plan. 5) **FEMA Flood Plain Mapping:** Mentioned that he is currently working with representatives from FEMA, Town Counsel and Mark Anderson, Heritage Design on information required for the FEMA Flood Plain proposal. Town Manager Kozak stated that the proposal is being reviewed by FEMA and Town Counsel so the Town should be able to take action on, should the Board of Selectmen wish to take action on it, within the next couple weeks. He also noted that it is a complex issue and wants to make sure the verbiage doesn't hold the town liable for any damages. 6) Announced that Dr. Michael Fitzpatrick, Blackstone Valley Regional Vocational Technical High School mentioned that the school will be on TV "Chronicle – Channel 5" tomorrow evening [February 25th] around 7:30/8:00 P.M.

Selectmen's Concerns. **Selectman Athanas/1)** Asked how much the town is over on the snow and ice budget and Town Manager replied about \$325,000.00. **2)** Status of hot box analysis from the DPW Director. Town Manager Kozak mentioned that Mr. Shuris, DPW Director will be attending the next Board of Selectmen's meeting to provide his analysis. **3)** Asked if there is a way to get information out to

residents regarding the need for additional funding for the School. Chairman Nolan announced that he invited Salvatore D'Amato, Chairman of the Finance Committee and the School Committee to their next meeting to discuss the school budget. **Selectman Marzec**/Mentioned that Hill Street is terrible and something needs to be done sooner rather than later. He feels that some type of signage for Hill Street needs to be displayed warning people of the road condition. **Selectman Melia 1)** Asked Town Manager Kozak if budget hearings were in process and Town Manager Kozak replied that they are starting next week with the Town Department's. **2)** Mentioned the rumor in Town is that the School Department is looking for a \$3 Million override. He then suggested that the Chairman of the Finance Committee be present at the future Board of Selectmen's Meetings to discuss the FY 15 budgets. Town Manager Kozak mentioned that James Shuris, DPW Director will be present at the next meeting to discuss the Road Maintenance Program. Selectman Melia asked if the DPW Director was planning to put forth an article for town meeting and Town Manager Kozak replied yes. **Selectman Athanas**/Asked Town Manager Kozak to provide him with the total cost to replace Hill Street. **Selectman Ampagoomian 1)** Asked when the Building, Planning & Construction Committee will be coming before them to discuss the DPW facility proposal and Town Manager Kozak stated that he didn't know but would look into it. **2)** Mentioned the Fire Station Facility. **3)** Status of the New China Pacific Restaurant and Town Manager Kozak replied that he hasn't heard anything. Chairman Nolan mentioned that the Finance Committee did approach him to attend tonight's meeting and he thought it was best for them to attend the next meeting. He then apologized for not having the Finance Committee at tonight's meeting, however they will be in attendance for their next meeting. Selectman Ampagoomian asked the Board if they should do a proclamation for Representative George Peterson before he leaves office and they all agreed to do something.

A motion/Mr. Ampagoomian, seconded/Mr. Athanas to adjourn the meeting. Vote yes/Unanimous.

Meeting Adjourned: 8:30 P.M.

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – OPEN SESSION

February 24, 2014

I. APPROVAL OF MINUTES

A. Copy of February 10, 2014 Executive Session minutes. [Removed from backup documentation as they have not been released by Board of Selectmen].

II. PUBLIC HEARING

III. APPOINTMENTS/By the Board of Selectmen

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS

B. Copy of memorandum from Sharon Susienka regarding Jack & Linda Davis donation.

C. Copy of memorandum from Sharon Susienka regarding monetary donation from the Kuo Tai Inc. d/b/a China Pacific Restaurant for the Special Town Meeting.

D. Copy of letter from John Pardee on the transfer fee of liquor license for The Grill.

E. Copy of Blackstone Valley Regional Recycling Center Proposal and fee schedule.

F. 1) Copy of email from Selena Livingston requesting permission for Operation Graduation to hold a boot drive on April 12, 2014 from 9 AM to 1 PM. 2) Copy of responses from Walter Warchol, Police Chief and James Shuris, DPW Director.

VI. DISCUSSIONS

G. Copy of Departmental Updates for Board of Health, Town Assessor, and Town Accountant. There was no documentation from the Treasurer/Collector.

VII. TOWN MANAGER'S REPORT

H. 1) Groundbreaking Ceremony & Reception on March 7, 2014 [Osterman Management, LLC, Milford Regional Medical Center & Tri-County Medical Associates] – **Copy of flyer.**

2) Central Mass. Metropolitan Planning Organization Update – **No documentation.**

3) Snow Storm Update – **No documentation.**

4) Solid Waste Program Update – **No documentation.**

5) FEMA Flood Plain Mapping – **No documentation.**

VIII. SELECTMEN'S CONCERNS - No documentation.

IX. ITEMS FOR FUTURE AGENDA- No documentation.

X. CORRESPONDENCE- No documentation.

XI. EXECUTIVE SESSION – Copy of Proposed Health Insurance Plan Design Changes.

**BOARD OF SELECTMEN
EXECUTIVE SESSION
February 24, 2014**

An Executive Session of the Board of Selectmen was called to order by Chairman Daniel Nolan at 6:35 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, under M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations and to reconvene in open session. Present: Messrs. Ampagoomian, Marzec, Athanas and Melia. Also present: Theodore D. Kozak, Town Manager, Kenneth Lombardi, EBS Foran.

Selectman Melia recused himself from the meeting due to being a retiree of the Town.

M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations. [Health Insurance]. Mr. Kenneth Lombardi discussed plan changes to help control costs. Mr. Lombardi stated that July 1st is the health insurance anniversary and the new federal health plan is charging a 2.5% increase across the board.

He stated that the individuals who have Harvard Pilgrim Health Care will be looking at a 15% increase, while Fallon individuals will have only a 2.5% increase. This is a significant increase to the cost of health care. Mr. Lombardi discussed the projected plan design changes that would help maintain costs with minimum increase. (see attached handout) The charges will save seniors roughly \$1000/year on premiums. The offset will be increased co-pays.

In addition, the Town Manager will bring the proposed changes to the Insurance Advisory Committee for their input.

A motion/Mr. Marzec, seconded/Mr. Ampagoomian to adjourn the executive session and to reconvene in open session. Vote yes/Unanimous.

Executive Session adjourned: 6:55 PM

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – EXECUTIVE SESSION

February 24, 2014

M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations. [Health Insurance]. Copy of Proposed Health Insurance Plan Design Changes.

A. H.

**BOARD OF SELECTMEN
EXECUTIVE SESSION
March 3, 2014**

An Executive Session of the Board of Selectmen was called to order by Chairman Daniel Nolan at 10:10 PM, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, under M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations. Present: Messrs. Ampagoomian, Marzec, Athanas and Melia. Also present: Theodore D. Kozak, Town Manager.

Selectman Melia recused himself from the meeting due to being a retiree of the Town.

M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations. [Police Department Grievance].

Town Manager Kozak stated in regards to the Police Department grievance that the mediator found in favor of the Union even with the strong case the Town presented and noted that the Town has the option to appeal. The cost to appeal would be about \$10,000.00. Attorney Jack Collins believes the decision was not fair to the Town and would be willing to take on the appeal without charging the Town if he loses.

A motion/Mr. Athanas, seconded/Mr. Melia to appeal the Police Department grievance. Vote yes/Unanimous.

A motion/Mr. Ampagoomian, seconded/Mr. Marzec to adjourn the executive session. Vote yes/Unanimous.

Executive Session adjourned: 10:28 PM

Respectfully submitted,

James Athanas, Clerk

/dmg

LIST OF DOCUMENTATION

BOARD OF SELECTMEN'S MEETING – EXECUTIVE SESSION

March 3, 2014

M.G.L. Chapter 30A, S. 21 #3 – To discuss strategy with respect to contract negotiations. [Police Department Grievance]. No documentation.

3/12/14 { C: Town Clerk
B.1.

Beverly Morrisette
63 School St. #405
Northbridge, MA 01534-1200
PH: 508-234-6514
e-mail: bmorrisette@charter.net

March 11, 2014

RECEIVED

MAR 12 2014

Northbridge Town Manager

~~Mr. Ted Kozak, Town Manager~~
Mr. Ted Haringa, Chairman of the Board for Northbridge Council on Aging
All Board Members for Northbridge Council on Aging

It is with regret that I am writing to inform you of my decision to resign my position on the Northbridge Board of Council on Aging effective April 9, 2014.

During my time on the board, I have found it to be very rewarding in knowing that I have reached my goal to serve the seniors of Northbridge.

I plan to continue serving the Senior Center as a driver for medical transportation and delivering the Meals on Wheels, as I consider these to be vital programs offered to the Seniors.

It has been a pleasure working with such dedicated and caring people as all of you are. Thank you for allowing me that experience.

I feel that I am being pulled in a different direction in my life. I am not really sure what I'm supposed to be doing, but I am excited to find out!

Respectfully,

Beverly Morrisette

Beverly Morrisette

308-714-6017 B.2.
159 C Linwood St

Dan Nolan

Chairman

Board of Selectmen

Town of Northbridge

March 10, 2014

In Dec. of 2013 I moved from Linwood Ave to Linwood St, while still in Linwood proper I inadvertently crossed the town line into Uxbridge. Upon discovery and further investigation in mid Feb. I found this to be true as Linwood straddles both town boundaries. It was not my intent to leave Northbridge only to correct a health issue affecting Mary, my other half. In lieu of this I presented a request to Jonathan Smith of the Disability Commission asking for a leave of absence. I did this to protect the integrity of both the Commission and the town.

I am asking the Board of Selectmen for a waiver of Bylaw Chap. 4 sec. 4-200 so. 4-209, Eligibility of service. I would ask the board to weigh my request and reasoning and find in my favor with the granting of a waiver, so that I may continue serving both the residents and the commission I presently sit on. I apologize to both the town and the board for not fully investigating the address I moved to and making sure it was in fact still Northbridge.

I have spoken with the owner of the property and explained the situation to him. He has agreed to allow for relocation back across the line as soon as he has a vacancy. This obviously has no time period but he will cooperate with me to rectify the issue.

If in the event a waiver cannot be granted I will step down and resign my seat forthwith. If this is the case I wish to thank you for the opportunity to serve as a member of the Disability Commission, it was an honor. I look forward to your correspondence and decision in this matter.

Thank You


James Mahoney

8/20/13 { Emailed Police Chief Warden
OPD Dir. J. Shonis
D.

RECEIVED
AUG 20 2013
Northbridge Town Manager

Blackstone Valley Gardeners
120 Barnett Rd.
Sutton, MA 01590
August 20, 2014

Northbridge Board of Selectman
Town Hall
Whitinsville, MA 01588

OK
"no conflict"

Dear Sirs,

I am writing on behalf of the Blackstone Valley Gardeners which has members in the Blackstone Valley towns, including Northbridge, to request the use of the town common on Saturday, June 7, 2014, from 9:00 until 2:00 for our public plant sale.

The purpose of the sale is to raise funds for our many projects, including an annual scholarship to an area college student, civic beautification, books and admission passes for Tower Hill Botanical Garden to local libraries.

We will not need any electrical connections, and we do not intend to sell food.

Please contact me if you have any questions or concerns.

Thank you very much for your consideration.

Cynthia Kosciak
120 Barnett Rd.
Sutton, MA 01590
508-234-6570
barnettkos@gmail.com

Donna Gosselin

From: James Shuris <jshuris@northbridgemass.org>
Sent: Wednesday, September 04, 2013 12:51 PM
To: dgosselin@northbridgemass.org; wwarchol@northbridgemass.org
Subject: FW: Blackstone Valley Gardners
Attachments: Blackstone Valley Gardeners.pdf

Donna:

...another wonderful event. DPW's only comment is to have the public right-of-way premises are maintained and/or clean of debris during and after the event.

DPW will certainly make sure that the area is mowed before the June 7th, 2014 event (i.e. rain or shine).

Jim Shuris

From: Donna Gosselin [mailto:dgosselin@northbridgemass.org]
Sent: Wednesday, September 04, 2013 11:13 AM
To: wwarchol@northbridgemass.org; James Shuris
Subject: Blackstone Valley Gardners

Good morning Gentlemen: Please let me know your response to the attached request. Thanks

Donna M. Gosselin
Sr. Admin. Asst./Human Resources Asst.
Town of Northbridge
7 Main Street
Whitinsville, MA 01588
P: 508-234-2095
F: 508-234-7640
dgosselin@northbridgemass.org

Chief's
Response

Donna Gosselin

From: Walter Warchol <wwarchol@northbridgemass.org>
Sent: Wednesday, September 04, 2013 3:35 PM
To: dgosselin@northbridgemass.org
Subject: RE: Blackstone Valley Gardners

Donna:

They held the same event last year and we had no issues. No problems with the police department.

Chief

From: Donna Gosselin [mailto:dgosselin@northbridgemass.org]
Sent: Wednesday, September 04, 2013 11:13 AM
To: wwarchol@northbridgemass.org; James Shuris
Subject: Blackstone Valley Gardners

Good morning Gentlemen: Please let me know your response to the attached request. Thanks

Donna M. Gosselin
Sr. Admin. Asst./Human Resources Asst.
Town of Northbridge
7 Main Street
Whitinsville, MA 01588
P: 508-234-2095
F: 508-234-7640
dgosselin@northbridgemass.org

E.

Know all Men by These Presents,

That the Trustees of the Riverdale Cemetery, in the Town of Northbridge, in the County of Worcester and State of Massachusetts, in consideration of Eight Hundred Dollars, paid to them by *Leonard and Pamela Krygsman III of 63 Carroll Rd, Northbridge, MA*, the receipt of which is hereby acknowledged, do sell and convey to said *Leonard and Pamela Krygsman III*, Lot No. 20B (2 graves) situated on the way called Hemlock Avenue, in the Riverdale Cemetery, and the sole and exclusive right of burial of the dead therein, subject to the following by-laws for the regulation and government of said Cemetery; viz:

1st. That the said Lot shall not be used for any other purpose than as a place of burial for the dead, and proper Cemetery uses, such as the Trustees will approve; and no trees within the lot or border shall be cut down or destroyed without consent of said Trustees.

2nd. That if any trees or shrubs in said lot shall become in any way detrimental to the adjacent lots or avenues, or dangerous or inconvenient, it shall be the duty of said Trustees, for the time being, to enter into said lot and remove said trees or shrubs, or such parts thereof as are dangerous, detrimental or inconvenient.

3rd. That if any monument or other structure whatever, or any inscription, be placed in the said lot which shall be determined by a majority of the Trustees, for the time being, to be offensive, the said Trustees or a majority of them, shall have the right, and it shall be their duty to enter upon said lot and remove said offensive or improper object or objects.

4th. If a fence shall at any time be erected or placed in or around said lot, the materials or design of which shall not be approved by said Trustees, it must be forthwith removed.

5th. By the vote of the Town the said lot shall be holden subject to all by-laws, rules and regulations made and to be made by the said Board of Trustees.

And the said Trustees in behalf of the Town, and by right from vote of the Town of Northbridge, passed 2d of March, 1874, hereby covenant to and with, the said *Leonard and Pamela Krygsman III* heirs and assigns, that the said Town of Northbridge is lawfully seized in fee simple of the afore-granted premises, and of the ways leading to the same from the highway; that the granted premises are free from incumbrances; that the said Town hath good right to sell and convey the same to the said *Leonard and Pamela Krygsman III* in the manner and for the purpose aforesaid, and will warrant and defend the same unto the said *Leonard and Pamela Krygsman III* heirs and assigns forever.

IN WITNESS WHEREOF, the said Town of Northbridge hath caused these presents to be signed and sealed by the Trustees, this 17th day of March in the year of our Lord Two Thousand Fourteen.

Signed, Sealed and delivered in presence of

} TRUSTEES

Town of Northbridge

REQUEST FOR PROPOSALS

MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND PROCESSING

March 17, 2014

The Town of Northbridge (Town), acting by and through its Board of Selectmen and Board of Health, will accept proposals from qualified parties for providing the following Town-wide services: weekly curbside solid waste collection; weekly curbside single-stream recyclables collection and processing. The program will include curbside solid waste (refuse) collection and curbside single-stream recycling collection and processing from 1 to 3 family dwellings and municipal buildings.

The proposals will be received by the Town Manager at the Northbridge Town Hall at 7 Main Street Whitinsville, MA 01588 until **Friday, April 18, 2014, 10:00 am**; a sealed proposal must be submitted on or before that date and time. All proposals will be considered confidential until a Contract has been awarded.

Per Massachusetts General Laws, Chapter 30B, Section 1(b) (30), a Contract for the transportation, receipt, processing or disposal of solid waste materials is exempt from the public bid laws for the Commonwealth of Massachusetts. As such, the Town of Northbridge, at its own discretion, will select the Contractor that it determines serves the best interest of the Town and offers the best proposal for the collection and disposal of solid waste and recyclables.

PROCEDURE FOR SUBMISSION OF PROPOSAL

Qualified persons or businesses can obtain a complete RFP package after March 21, 2014 at the Northbridge Town Hall, 7 Main Street Whitinsville MA 01588. The Town desires the lowest cost consistent with good performance and service and compliance with federal, state and local laws, rules and regulations.

A Contractor who desires to submit a proposal shall thoroughly review and be familiar with the proposed Contract terms before submitting a proposal. While the Town has made every effort to ensure that the information presented in this RFP is accurate, Contractors are warned that they rely on this information at their risk and are urged to verify any and all information which they believe is crucial to their proposal. This RFP requests completion and submittal of Technical Proposals and Cost Proposals as described within this RFP package. All proposals submitted in response to this RFP shall conform to the information, requirements, procedures and instructions provided.

All applicable proposal documents, as determined by the Town, shall be incorporated into any Contract that is awarded as a result of this RFP. The Contract to be entered into shall be for a period of Three (3) years, beginning July 1, 2014.

Specifications may be obtained after March 21, 2014 at the Northbridge Town Hall.

A **MANDATORY pre-proposal conference** is scheduled for Friday, March 28, 2014 at 11:00 a.m. at the Northbridge Town Hall, 7 Main Street Whitinsville, MA 01588. All vendors interested in presenting a proposal **MUST ATTEND** the pre-proposal conference. ***Proposals from vendors who were not represented at the pre-proposal conference will not be considered.***

Three copies of each proposal must be submitted. Proposals will be received at Town Hall, 7 Main Street Whitinsville, MA 01588 until 10:00 a.m. on **April 18, 2014**. All proposals will be considered confidential until the Contract has been awarded. This RFP process is not governed by Massachusetts General Laws Chapter 30B, and as such the Town reserves the right to negotiate terms after the proposals have been received.

Proposals shall be submitted in two separate sealed envelopes, one clearly marked on the outside with the following: "Proposal for Curbside Collection Contract – **Technical Proposal**" and the other marked with the following: "Proposal for Curbside Collection Contract – **Price Proposal**." The Town reserves the right to waive any informality and to reject any or all proposals if deemed not to be in the best interest of the Town.

Technical Proposals shall include the following:

1. Evidence of ability to obtain Performance Bond;
2. Description of existing business and Contractor experience;
3. Organization chart;
4. Audited financial statements for the two previous years;
5. Name and resume of Contract manager;
6. Three references from other municipalities;
7. List of vehicles and equipment;
8. Non-Collusion Statement;
9. Evidence of insurance.
10. Tax Compliance Statement; and
11. Certificate of Authority

Each proposal must be signed as follows: (1) if the Contractor is an individual, by him personally; (2) if the Contractor is a partnership, by the name of the partnership, followed by the signature of each partner; (3) if the Contractor operates under a name other than his/its own, by the name of the other entity, followed by the signature of the owner; or (4) if the Contractor is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.

Legal Advertisement to appear in:
Town Hall and Worcester Telegram & Gazette

Proposals are to be made for the following types of collections:

Option #1 A and B (Northbridge residents will have the options of trash picked weekly or every other week, since a number of residents choose this option currently)

A. Weekly collection and transportation of solid waste from Eligible Households using a 64 gallon cart, and weekly collection, transportation, and processing of single-stream recyclables from Eligible

Households using a 64 gallon single stream cart; and collection, transportation and disposal of solid waste and recyclables from Municipal Buildings.

And

B. Every other week collection and transportation of solid waste from Eligible Households using a 64 gallon cart, and weekly collection, transportation, and processing of single-stream recyclables from Eligible Households using a 64 gallon single stream cart;

Option #2 A and B (Northbridge residents will have the options of trash picked weekly or every other week)

A. Weekly collection and transportation of solid waste from Eligible Households using a 64 gallon cart, and every other week collection, transportation, and processing of single-stream recyclables from Eligible Households using a 96 gallon single stream cart; and collection, transportation and disposal of solid waste and recyclables from Municipal Buildings.

And

B. Every other week collection and transportation of solid waste from Eligible Households using a 64 gallon cart, and every other week collection, transportation, and processing of single-stream recyclables from Eligible Households using a 96 gallon single stream cart;

Option #3 Alternate proposals will be considered. They may provide for process of recyclables separated.

Additional Services to be Provided:

Price list for bulky items to be collected at the curb

Educational program

SELECTION PROCESS

All proposals shall be opened and recorded after 10 a.m. Friday, **April 18, 2014** by the Northbridge Town Manager in the presence of not less than one (1) witness.

The Town, at its sole discretion, shall have the option of selecting more than one Contractor to execute portions or the entirety of services of the Municipal Solid Waste Program. The Town has the right to reject any or all proposals if it shall be deemed to be in the best interest of the Town to do so.

All proposals shall be evaluated by a representative from the Northbridge Board of Selectmen, Board of Health and other Town employees based on the minimum evaluation criteria described below. The Town shall assign a rating to each proposal and recommend to the Board of Selectmen/ Board of Health those vendors that meet the requirements of this RFP, have received the highest rating for each proposal option and have presented the best value to the Town.

The Town may select and award the Contract to one or more vendors who have submitted the most advantageous proposal(s).

The successful proposer shall sign the Contract presented by the Town.

MINIMUM EVALUATION CRITERIA

Completeness

Submission of a complete proposal in response to this RFP; all requested information, certifications and other materials are submitted in accordance with all requirements, specifications, and procedures in this RFP.

Operational Experience

All vendors shall be required to have recent experience of not less than two (2) years of curbside collection of municipal solid waste, or recent experience of not less than two (2) years in collection of solid waste, or recent experience of not less than three (3) years of satisfactorily providing municipal curbside services.

Quality Assurance

Customer satisfaction is a priority for the Town. Vendor must demonstrate that systems and procedures are in place or in development for implementation to assure delivery of services that consistently meet or exceeds the minimum standards as provided in this RFP, including the proposed Contract terms. The vendor shall actively join the Town in a commitment to never-ending quality improvement (e.g., activities such as process development, customer outreach, periodic reports, analysis and review).

INTERPRETATIONS AND ADDENDA

If any proposer is in doubt as to the true meaning of any part of this RFP package, he/she may submit to the Town Manager, a written request for an interpretation. Inquiries may be mailed to the Northbridge Town Manager, 7 Main Street Whitinsville, MA 01588. No oral requests will be honored. Any request must be received by 4:00 p.m. on Friday, **April 11, 2014**. The proposer submitting the request shall be solely responsible for its prompt and actual delivery.

All addenda shall be issued no later than 4:00 p.m. Wednesday, **April 16, 2014**. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda issued shall become a part of the Contract documents.

**Town of Northbridge, Massachusetts
Board of Selectmen/ Board of Health**

**Request for Proposals
Proposed Contract Terms
for**

Curbside Collection of Refuse and Recyclables

Issued March 21, 2014

PROPOSALS DUE:

Friday, April 18, 2014, 10:00 am

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of Northbridge
Town Manager
Attn: Theodore D. Kozak
7 Main Street, Whitinsville, MA 01588
Phone: 508-234-2095

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Article 1 - Overview

1-A Description of Contract

The Contractor shall provide the Town with municipal solid waste collection and disposal, as well as recyclable materials collection and processing services. The term will be for a three-year period commencing July 1, 2014 and ending June 30, 2017.

If at any time the Town fails to appropriate sufficient funds for performance of the Town's obligations under the Contract, the obligations of the parties under the Contract shall terminate as to any period of time for which sufficient funds have not been appropriated.

1-B Community Profile

The Town of Northbridge has a population of approximately 15,700 people. Approximately 4400 family households (single through three-family dwellings) are eligible for the proposed municipal curbside services. Because residents have heretofore subscribed privately for solid waste collection services, historical tonnage amounts of solid waste and recyclables collected are limited. It is estimated that the Town disposed of 4,200 tons of trash. There are 81 miles of public roads in the Town, which occupies an area of 17.96 square miles.

1-C Description of Solid Waste Collection Program

The Contractor shall provide the following services to households in the Town: curbside solid waste (refuse) collection; curbside recycling collection and processing; and collection of solid waste and recyclables from municipal buildings. All Eligible Households will be included in the Solid Waste Collection Program, unless they opt out and Contract privately with an independent hauler for these services. The Town shall provide the Contractor with an estimated number of households that will use this service. This estimate is to be used as a guideline and does not provide guaranteed information. In addition, beginning July 1, 2014, all solid waste hauling companies permitted to operate in the Town (serving residential customers) will be required to provide for the separate collection of recyclables and other materials banned for disposal under Commonwealth of Massachusetts regulations 310 CMR 19.017 (state waste bans). (See Appendix D).

Eligible Households will pay a flat fee to the Contractor for the first year of the Contract term, or such other period as is agreed to by the Town and the Contractor. Then the billing to the Eligible Households will be done by the Town, and payment made to the Contractor. Eligible Households will be able to decrease service by opting for every other week trash pickup, or add service by paying more for an extra trash and/or recycling cart.

The work under this Contract generally consists of curbside collection of solid waste and recyclables from private residences. The Contractor will also collect solid waste and recyclable materials from municipal and school facilities. If participants need a dumpster they will pay the Contractor directly. After collection, the Contractor shall transport the waste and recyclables to state approved facilities.

Appendix A includes information from the Town's Assessors on the number of dwellings in the Town that will have the option to participate in the Town-wide program. Facts stated in the report are accurate to the best knowledge of the Town. The Contractor is responsible for establishing to its own satisfaction the conditions of the work that is the subject of this Contract.

1-D Definitions

BOARD OF HEALTH (BOH) – The Board of Health (BOH) oversees the solid waste program.

Where this Contract delegates authority to the “BOH”, the Board of Health shall be responsible for exercising its authority. Where this Contract requires the Contractor to report to or obtain approval from the BOH, the Contractor shall report to or obtain approval from the BOH for activities in that Town.

BOARD OF SELECTMEN (BOS) - The Town BOS has oversight over the award and signing of the Contract.

CONTRACTOR - The Company or Corporation receiving the Contract for MUNICIPAL SOLID WASTE AND RECYCLABLES COLLECTION with the Town of Northbridge.

DISPOSAL FACILITY – The facility the Contractor chooses that is licensed and that is subject to approval by Northbridge BOH.

HOLIDAY - The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the holidays listed in Appendix C of this Contract. One-day delays due to holidays will be made up on the same week.

HOUSEHOLD - The single residential unit within a single or multi-family complex (3 units or less). These households will be automatically signed up and will need to opt out of the program if they wish not to participate. Condominium units are not included at this time.

INCLEMENT WEATHER DELAY - Shall be determined jointly by the Town and the Contractor and the holiday schedule will be implemented. Notice of delays will be done by the Contractor, time permitting.

MULTI-FAMILY COMPLEXES - Structures or complexes with more than three household units are considered businesses and not participating in this program.

MUNICIPAL COLLECTION PROGRAM - Program for collection of solid waste and recyclable materials from residents, municipal buildings and schools.

MUNICIPAL/ SCHOOL FACILITIES - The municipal offices and public schools listed in Appendix B.

MUNICIPAL SOLID WASTE - Useless, unwanted or discarded solid or liquid material, as defined in 310 CMR 19.006. The term "liquid" refers to the incidental liquids Eligible Households discard in their trash receptacles.

PROCESSING FACILITY - The facility where the recyclable material described in this Contract shall be taken by the Contractor for processing and marketing.

RECYCLABLE MATERIAL - Material that has the potential to be recycled and which is not commingled with non-recyclable solid waste or contaminated by significant amounts of toxic substances as defined in 310 CMR 19.006.

REFUSE/RUBBISH - Municipal Solid Waste, not including recyclable material.

RESIDENTIAL- All addresses that participate in the municipal curbside collection program.

ELIGIBLE HOUSEHOLDS - One, two and three family dwellings. This does not include attached structures with more than three dwelling units or condominiums.

TOWN - The Town of Northbridge

Article – 2 Contract Terms

2-A Recycling and Solid Waste Collection

Solid Waste Collection - The Contractor shall provide for the collection of municipal solid waste from all participating Eligible Households, and municipal buildings described herein, in compliance with all applicable laws and regulations.

Recyclable Materials Collection - The Contractor shall provide for the collection of recyclable materials from all participating Eligible Households, and municipal buildings described herein, in compliance with all applicable laws and regulations.

Residential:

The Contractor shall provide collection of solid waste and collection of recyclable materials from all participating Eligible Households as described in this Contract. Eligible Households may choose to have **every other week trash service** for a reduced price. Regular collection of solid waste shall be conducted Monday through Thursday. Recyclable materials shall be collected single stream. For the first year of the Contract term or such other period as agreed to by the Town and the Contractor, the **flat fee for collection costs shall be on a per-household, per-year basis as specified on the attached Cost Form.**

Municipal Facilities:

The Contractor shall provide weekly collection of solid waste and recyclable materials from Municipal Facilities as listed in Appendix B. Containers will be as specified in Appendix B.

At any time and from time to time during the term of this Contract, the Town may, at its sole discretion, request a different size container, or add or delete pickups from containers located at municipal and school facilities, and may delete entirely pickup from any or all locations listed in Appendix B.

2-B Solid Waste Disposal

The Contractor can transport and dispose of the solid waste to the licensed disposal facility of its choosing, subject to approval of the BOH.

The Contractor will not pick up objects containing mercury and other hazardous heavy metals, such as batteries and fluorescent bulbs. Residents may drop off these items at the Blackstone Valley Regional Recycling Center during regular open hours.

2-C Holidays

The Contractor shall not make collections on any Holiday, as defined herein. When a regular collection service date falls on a Holiday, the collection will be made up that week.

Article 3 - General Information

3-A Start Date

The Contractor shall commence work under the terms of this Contract on or about July 1, 2014. If delays are caused by acts of God, acts of government or state, strikes, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time to perform and complete the work of this Contract as the BOS shall certify in writing to be just.

3-B Flat fee Collection System

In order for Eligible Households to receive municipal collection services for the initial period of the Contract term they must pay a flat fee to the Contractor. The Contractor shall collect solid waste and recyclable materials only from those households that have paid. Residential households shall be Eligible Households unless they opt out of the program. The participants will have same color carts or stickers to identify them.

Opt out will be done case by case by the BOH, for household that are vacant, contract removal or have a hardship.

After commencement of the program, the Town and the Contractor will confer to determine the date when the collection of the flat fee will be done by the Town.

3-C Every other week Service (EOW Trash)

To entice residents to recycle more and reduce their trash an every other week service option will be available. The lid of the cart will be a different color. Overflow stickers will be available through the BOH.

3-D Subscriber Information

The Town will provide the Contractor, on or about June 16, 2014, information as to the percentage of Eligible Households, which will set the price of the Contract for the year. The price of the Contract will be adjusted quarterly in the first year, in accordance with Section 5-A below, and will be adjusted yearly after the first year, based upon the number of participating Eligible Households.

At the beginning of each week, through the duration of the Contract, the Town will fax/email to the Contractor the addresses of any new and discontinued Eligible Households. A complete list of Eligible Households is available at any time upon request.

3-E Collection Routes

The Contractor shall submit maps of the collection routes to the BOH by June 20, 2014 for approval. The maps submitted shall include, or shall be accompanied by, a written statement describing, for each daily collection route: the route number, the day of the week serviced, the start point and end point, the route boundaries, and the number of dwelling units serviced on each daily truck route.

There shall be no changes in the collection route or schedule after the start of this Contract. All changes in or deviation from routes and schedules made by the Contractor must be approved by the BOH. Ideally, the maps should be provided in electronic format as well, for inclusion on the Town's web site.

Throughout the life of the Contract, the Contractor is expected to service Eligible Households in more or less the same order weekly. It is the Contractor's responsibility to return for any missed

pickups if materials were missed due to change in time of collection that was not approved by the BOH.

Failure of the Contractor to maintain said collection schedule will be considered breach of this Contract and grounds for immediate termination of the Contract.

3-F Communication with Eligible Households

The Town and Contractor shall plan and coordinate a **public education and information program to inform citizens of the curbside program**. The Contractor may distribute its own promotional materials, subject to BOH approval. The Contractor shall participate in the Town-directed promotion and education efforts as outlined below:

- a. The Contractor shall serve as primary contact and shall provide a phone number for residents enrolled in program to address questions and complaints.
- b. The Contractor shall provide and distribute **written materials announcing the start-up of Contractor's service. These materials will be in the form of a mailer, flyers, or other format approved by the BOH, to be placed at the premises of each Eligible Household**. The Contractor shall deliver the materials to all Eligible Households in the Town no later than fourteen (14) days prior to the commencement of service.
- c. **Minimum once a year distribution of notice of service availability to each eligible household**. This is in addition to startup information. Coordinate with BOH for distribution of written promotional and instructional materials directly to Eligible Households.

During the life of the Contract, should there be changes in the route, schedule, or collection of materials made at the request of the Contractor, the Contractor shall distribute written information to all Eligible Households indicating the changes at the Contractor's sole expense. The BOH must approve all communication material.

3-G Preparation of Materials

Solid Waste

All Eligible Households are required to place solid waste trash bags in the 64 gallon carts. Any bag containing weekly household solid waste that cannot be handled by one person or that weighs over forty (40) pounds will not be picked up.

The Contractor shall not collect solid waste from addresses that have not subscribed to the Town program.

The Contractor shall not commingle recyclable materials intended for recycling with the solid waste.

The Contractor shall not commingle leaves and yard waste with solid waste collected under the Contract.

The Contractor shall comply with the Commonwealth of Massachusetts, Department of Environmental Protection (MA DEP) waste ban regulations 310 CMR 19.017 for the Eligible Households covered by this Contract.

Recyclable Materials

Eligible Households shall separate recyclable materials from solid waste at the point of generation. Recyclable materials shall be collected single stream. Recyclable materials to be collected shall include, at a minimum:

Commingled (Rinsed)

Glass: clear, brown and green bottles and jars

Aluminum: cans, foil and trays

Metal: steel, tin, and empty aerosol cans, and lids

Plastic Containers: all numbered plastic except #6 (Styrofoam)

Mixed Paper

Newspapers and advertisement inserts, magazines, periodicals, catalogs, junk mail (with and without plastic windows and labels), white and colored office paper, shredded paper, telephone books, paperback books, brown paper bags, boxboard, corrugated cardboard, etc.

All Eligible Households are required to place commingled recyclable materials in the 64 gallon cart containers.

The Contractor shall not collect recyclable materials from addresses that have not subscribed to the Town program.

The Contractor shall not collect White Goods (appliances), CRTs (electronics, TV's, fluorescent bulbs) and Bulky Waste (furniture and large items.) with the weekly trash pick up.

3- H Carts

The carts will be the Contractor's. The Contractor will be responsible for the cost of purchase, assembly, delivery, and maintenance of the carts. The carts remain the property of the Contractor at the end of the three-year Contract term.

When Eligible Households enter the program they shall receive a trash cart and a cart for recyclables. When a subscriber leaves the program their 2 carts need to be removed. That delivery and removal will be done by the Contractor on a monthly basis and/or agreed on schedule with the BOH.

3-I Municipal and School Facilities

The Contractor will service the containers designated by the Town. The locations of the municipal offices and school trash and recycling dumpsters are listed in Appendix B.

3-J Inclement Weather

Ordinary snow and rain shall not be cause for omissions of the collection of solid waste and/or recyclable materials in accordance with the provisions of this Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like (see Section 8-E, Force Majeure), and then only with prior approval of the BOH. One-day delays will be made up during the same week.

3-K Collection Vehicles

The Contractor shall be responsible for the provision, maintenance and repair of all vehicles and equipment necessary to safely, adequately, efficiently and effectively perform the obligations of this Contract. The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage (e.g., tight fitting covers, gaskets, doors for the prevention of leakage or any other unintentional release).

Upon execution of this Contract and every year thereafter, and upon the addition or deletion of any vehicle and/or equipment, the Contractor shall provide the BOH with a complete list of all equipment to be utilized by the Contractor to provide the services included in this Contract. The list shall document, at a minimum:

- Vehicle identification number
- Registration number
- Model year
- Make
- Model
- Years in service
- Primary or backup
- Payload capacity
- Date of purchase or initial lease

All collection vehicles shall be adequately insured in accordance with the requirements detailed in Article 6 herein, and the Town of Northbridge shall be named as an additional insured for such policies.

Each vehicle and piece of equipment shall be compatible for safe and efficient unloading at the Disposal Facility. The BOH or designee shall have the right to inspect vehicles and equipment used in the performance of this Contract.

The Contractor shall have documented and reasonable standby equipment available. All back up vehicles and equipment used in the collection and transportation of refuse and recyclables under this Contract shall be functionally equivalent, compatible with and maintained and insured as the existing primary equipment. Collection trucks shall, at all times, be equipped with a means of communication to the Contractor's Supervisor; and the Supervisor shall have a telephone that can be in direct contact with the BOH designated contact person.

All vehicles used in the collection and transportation of solid waste or recyclable materials shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste and recyclable materials in accordance with the terms of this Contract and such sufficiency shall be determined by the BOH. The Contractor shall operate and maintain collection vehicles and equipment in a safe and clean condition and in good repair at all times, without rust or visible damage. All parts and systems of all collection vehicles and equipment shall operate safely and within specifications of the manufacturer, and be maintained in a condition satisfactory to provide safe operation and a positive public image as determined by the BOH.

The Contractor is responsible for insuring that audible back-up alarms, as required by state law, are functioning properly at all times. The driver of the collection truck shall travel all roads and streets on the collection route, in accordance with all traffic regulations, unless such roads are declared by the Town to be impassable.

3-L Care of Citizens' and Municipal Property

The Contractor shall use its best efforts to see that its personnel handle waste containers with care so that the containers are not damaged. Empty containers shall be left right side up, in a standing position and in the approximate place where found. The Contractor shall use care in returning empty collection containers to the curbside or off the edge of the traveled road. Containers shall not be placed in driveways, in front of mailboxes or on paved portions of roadways. Covers on waste containers shall be replaced. Under no circumstances are waste containers or their covers to be thrown or allowed to roll out into the street.

If, in the Town's judgment, solid waste or recyclables containers are damaged or destroyed by the Contractor's personnel, the Contractor shall at its expense promptly replace the damaged or destroyed containers with a similar container(s).

The Contractor shall use its best efforts to see that its personnel handle the recycling containers with care so that the containers are not damaged. Empty recycling containers shall be left right side up in the approximate place where found. Under no circumstances are containers to be left in the street, gutter or on the sidewalk or in any other manner that may impede travel.

The Contractor will take adequate precautions to protect all residential and municipal property from any damage and will be responsible for any such damage caused as a result of Contractor's operations under the Contract. Any damage done to property by the Contractor's personnel during collection and hauling shall be promptly repaired or paid for by the Contractor, or may be repaired by the Town and the cost thereof deducted from any payment due the Contractor under the terms of this Contract.

3-M Daily Contact/Contractor Supervision

The Contractor shall maintain a local customer service telephone number with an attendant to answer telephone calls throughout the day between the hours of 7:00 a.m. and 5:00 p.m. on scheduled service days. This attendant shall receive calls from Eligible Households or the Town in a courteous manner and shall resolve all complaints in an expeditious manner.

The Contractor shall maintain, on each day of collection, an authorized "Supervisor." The Contractor shall also designate in writing to the Town a "Managing Agent" upon whom all notices may be served by the Town. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of solid waste and/or recyclable materials from the Town.

3-N Meeting Between Contractor and Town

The Contractor or managing agent shall be available to meet with the Town as needed to review Contract performance and customer complaints and resolutions, including a list of all notices left for Eligible Households. Quarterly meetings will be held at the Town Hall for the drivers and supervisor to discuss with the Town how the collection is going.

3-O Inspection and Reports

The Contractor shall be required to keep accurate weights of collected materials. The Contractor shall submit to the BOH, on a monthly basis, accurate weight slips showing the quantity (in tons) of materials collected.

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

3-P End of Route Reporting

The Contractor shall provide to the BOH a status report at the end of each week denoting service requests and complaints.

All service requests for pickup reported to the Contractor before the relevant collection vehicle has left Town shall be responded to on the same day, unless otherwise mutually agreed by the BOH and the Contractor.

3-Q Annual Audit

The Town will on occasion be checking to make sure that the Contractor is only collecting from Eligible Households.

3-R New Subscriptions and Subscription Renewal

New Eligible Households may join the program at any time. Carts shall be delivered to new Eligible Households during the week following the Contractor's receipt of the updated subscriber list described in Section 3-D above. Service to new Eligible Households shall commence the week following delivery of the carts. Eligible Households will be required to sign up to participate for the duration of the current year of the Contract.

Each year participants in the Municipal Collection Program may renew their subscriptions for a period of one year. At the end of each year of the Contract, the BOH will provide the Contractor with a list of addresses, alphabetical by route that did not re-subscribe. The drivers shall discontinue collection at these addresses and leave Town supplied notices explaining reason for discontinuation of services, as well as take carts away from the site.

3-S Complying with Directions

The Contractor shall comply with any and all directions that may from time to time be given by the BOH regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the BOH may deem advisable for the improvement of the solid waste or recyclable materials collection.

3-T Complaints and Individual Collections

The Contractor shall make any collections required to address service complaints, and shall comply with all orders and instructions of the BOH regarding collection routes, order of collections within a route, type and condition of vehicles and equipment, and other like matters which the BOH deems advisable for the improvement of the service rendered to the Town. The Contractor shall assure that collections are made in accordance with the provisions of the Contract. The Contractor shall also check complaints and make immediate collection as required. The Contractor shall be responsible for missed or courtesy pickups, up to 25 per week, as directed by the BOH.

The Contractor shall be responsible for coordination of enforcement procedures between the BOH and Eligible Households regarding materials to be recycled, appropriate containers, participation requirements, etc.

3-U Materials from Other Sources

The Contractor shall not mix refuse or recyclable material from any other source with refuse or recyclable material collected on behalf of the Town pursuant to this Contract. **Violation of this restriction shall be considered breach of Contract and subject the Contractor to termination of Contract or penalties.**

3-V Contaminated Materials

It is the Contractor's responsibility to ensure that recyclable materials collected at curbside are not contaminated. The Town may reject contaminated loads and the Contractor shall be responsible for all costs associated with proper disposal.

3-W Hazardous Materials

Hazardous materials such as the following shall NOT be collected under this Contract:

- a. Gasoline and waste oil
- b. Liquid oil-based paints, turpentine, paint thinners and shellac
- c. Pesticides
- d. Auto batteries
- e. Explosives
- f. Propane tanks and gas cylinders
- g. PCBs and radioactive waste containers
- h. Other materials designated hazardous by DEP or EPA
- i. Medical wastes such as used syringes, needles, bandages

3-X Employees

The Contractor shall supply the BOH an employee background list before collection starts, and when new employees are added to the Town routes.

The Contractor shall immediately discharge or transfer to duties outside the Town any incompetent or discourteous employee when directed to do so by the BOH. The Contractor shall not again employ or work within the Town any employee dismissed or transferred under the foregoing provisions without the consent of the BOH.

The Contractor shall prepare route maps and train collection employees before initiating collection in the Town and before the Contractor permits an employee to begin work in the Town.

All employees of the Contractor who shall be providing service to residential customers as well as those providing service to school and municipal properties shall be subject to a criminal records background check by the BOH or its designee. Employee names must be provided at least 30 days in advance of commencing such work. Under no circumstances shall an employee who has not been approved by the BOH or its designee provide such work in the Town.

3-Y New Employees

The Contractor agrees to make its best effort to train new employees for a period of at least two weeks prior to their assuming full responsibility for their routes. New employees are precluded from providing service until they have received approval from the BOH or its designee, which approval shall be subject to a criminal records background check.

Article 4 - Collection

4-A Collection Points

Collections from Eligible Households shall be made at curbside, within five feet of the edge of pavement.

Municipal facility collections shall be made at designated pickup points.

4-B Collection Frequency

Solid Waste

The Contractor shall collect from all Eligible Households once every week or every other week, as designated and agreed to by the parties. The Contractor shall collect from Municipal Facilities as per Appendix B.

Recyclable Materials

The Contractor shall collect from all Eligible Households every week. The Contractor shall collect from Municipal Facilities as per Appendix B.

4-C Collection Schedule

The Contractor shall schedule the curbside collection of recyclable materials to coincide with the regular curbside collection of solid waste, such that Eligible Households will have both collections on the same day of the week.

4-D Collection Times

No collection from Eligible Households shall be made before 7:00 a.m. or after 6:00 p.m. without prior approval from the BOH.

4-E Missed Pickups

The Contractor shall be required to return for all missed pickups as requested by the BOH. The collection vehicle shall return to the address of the participant on the same day as day of notice, unless the vehicle has already left Town, in which case it will return on the following collection day.

Failure to collect waste as directed by the BOH may result in the imposition of penalties or liquidated damages as provided in Article 5 of the Contract.

4-F Rejection Stickers

The Contractor shall supply rejection notices designed to the BOH's specifications. Notices must be approved before printing. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected. The State waste bans are to be strictly enforced by the Contractor.

4-G Improperly Prepared Materials

When the Contractor's crews encounter improperly placed or prepared recyclable material or refuse that exceeds quantity limits, they shall follow the procedure below:

- a. For each occurrence at an address within any twelve-month period the Contractor shall complete a BOH-approved rejection notice explaining the problems and leave it, along with improperly prepared materials, at the residence of the participant.

- b. The Contractor shall keep a daily log indicating the addresses where rejection notices have been left. This log shall be available to the BOH upon request.

4-H Untagged Materials

The Contractor shall not collect for solid waste disposal: bulky items, cardboard, yard waste, white goods, recyclable materials or CRTs. The Contractor shall leave a rejection notice, approved by the BOH and provided by the Contractor, explaining why materials were not collected.

4-I Construction and Demolition Debris

The Contractor shall not accept construction and demolition debris.

4-J Leaves and Yard Waste

The Contractor shall not collect and commingle with Solid Waste any leaves or other yard waste, or Christmas trees.

4-K Mixing Recyclable Materials with Solid Waste

Recyclable materials in containers clearly identified for recyclable materials collection shall not be commingled with Solid Waste (refuse) under any circumstance.

4-L Cleanup on Route/ Spillage of Waste or Recyclable Materials

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately. The Contractor shall handle all such matter, and comply with all waste release reporting requirements, as specified under state and federal law. Each truck shall carry at all times a broom, shovel, and hazardous materials spill kit.

4-M Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Northbridge Fire Department at (508) 234-8448. The Contractor must also report spills to the Massachusetts Department of Environmental Protection (DEP) in accordance with state regulations.

4-N Accidents and Breakdowns

The Contractor shall notify the BOH within fifteen minutes of any accident or breakdown that will delay normal collection. The Contractor shall notify the Police within fifteen minutes of any accident involving injury or damage to private or public property.

4-O Blocked Streets

If any street, avenue, road, lane, etc. is blocked or inaccessible for any cause, the Contractor shall remove and carry the Solid Waste (refuse) and recyclable materials to the collection vehicle, unless otherwise directed by the BOH.

Article 5 - Payments to Contractor and the Contract Sum

5-A Compensation to be Paid to Contractor

For the first year of the Contract term, or such other period as is agreed to by the Town, the Contractor will receive payments from residents that are participating in the municipal collection program. When the Town takes over the billing the following will occur:

The Town will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations the amounts set forth in the Contract. **Payments by the Town to the Contractor under the Contract shall be made monthly and shall be invoiced by the Contractor to the BOH in arrears, but no later than ten (10) business days after the last day of each calendar month. The Town will make all payments due to the Contractor under the terms of this Contract within forty-five (45) days of receiving a complete and accurate invoice from the Contractor.**

The Contractor shall be obligated to collect materials only from Eligible Households and Municipal Facilities as defined in the Contract.

The sum to be paid to the Contractor for the collection of solid waste and recyclable materials from Eligible Households shall be based on the number of "billable Eligible Households " multiplied by the monthly per subscriber/participant collection cost.

"Billable Eligible Households " is the number of Eligible Households initially agreed upon at the start of this Contract, and subsequently adjusted using the following criteria:

During the first year of the Contract, the number of billable Eligible Households shall be updated quarterly by the BOH as the program is being established. In subsequent years, the number of billable Eligible Households shall be adjusted only at the start of the Contract year and only if the total number of Eligible Households has increased or decreased by over 5% from the previous year.

5-B Disputed Payments

In the event of any dispute as to any portion of any monthly or other bill, the BOH shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No Town Event of Default shall result from a failure to pay or late payment during any dispute. The Contractor shall give consideration to such dispute and shall advise the Town with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the Town after such determination.

During the dispute, both the Town and the Contractor shall continue performing their respective obligations under the Contract.

5-C Option to Review Contract

The parties agree to review the Contract after 12 months to evaluate any substantial changes in the method of collection, processing or disposal of solid waste or recyclables that should be made. Should any changes occur that would impact the cost of performance under this Contract, the parties agree to enter good faith negotiations to reflect said changes.

5-D Option to Extend Contract

The Town may choose to renegotiate to extend the term or conditions of this Contract, subject to Town Meeting approval for any appropriation necessary as a result of a change in the Contract price.

5-E Fuel Cost Adjustments

The Base Price of Fuel, as of the date of this Contract is _____ per gallon. (to be determined by BOH by the date of signing the Contract.

If the price of fuel increases annually by more than \$0.199 per gallon from the "Base Price of Fuel," the Contractor may submit a written fuel cost adjustment request to the BOH by **May 1** of each year to obtain an adjustment to the Contract price for the following year. Any increase or decrease in the price of fuel will be determined based on the average price of fuel for the two (2) preceding months according to the Boston Tank Price published in the *Journal of Commerce Oil Price Daily*. A copy of the Boston Tank Price averages for the two (2) preceding months shall be submitted with the request. The Contractor shall also maintain monthly records, including fuel receipts, number of miles traveled and fuel used. Such records for the previous year shall be submitted along with the price adjustment request. Upon receipt of such a request, the Town may adjust the Contract price in accordance with the following formula:

Number of Miles Traveled Per Year/Fuel Consumption Rate x (Average Price Per Gallon for Preceding Two Months – Base Price of Fuel) = Fuel Price Adjustment

5-F Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform its obligations, in accordance with the schedule set forth in Appendix F. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Town in the event the Contractor fails to perform or otherwise defaults on any of the specified obligations.

The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off against such amount.

Any consent or permission by the Town to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the Town of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of the Town to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would constitute a violation, from having all the force and effect of a violation. The failure of the Town to assess liquidated damages shall not be deemed to be a waiver by the Town of any such violation or of any of the Town's remedies on account thereof, including its right of termination of this Contract for such default.

See Appendix F for a list of liquidated damages.

Article 6 - Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from and against any and all loss or damage due to claims for bodily injury and/or property damage arising from, or in connection with operations under this Contract.

Except as otherwise stated, the amounts of such insurance shall be not less than:

(A) For liability for bodily injury, including accidental death:

\$1,000,000 for any one person and
\$1,000,000 on account of one occurrence and
\$3,000,000 aggregate limit

(B) For liability for property damage:

\$1,000,000 on account of anyone occurrence and
\$3,000,000 aggregate limit
Extraterritorial clause shall be included.

(C) In addition to these coverages, the Contractor shall carry umbrella coverage in the amount of \$2,000,000 per occurrence and \$2,000,000 Aggregate Limit

1. WORKMEN'S COMPENSATION INSURANCE:

As required by the General Laws of the Commonwealth of Massachusetts.

2. BODILY INJURY PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:

-In the amounts required in (A) above.

3. PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:

-In the amounts required in (B) above.

4. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:

-In the amounts required in (A) above.

5. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:

-In the amounts required in (B) above.

6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:

-In the amounts required under (A) and (B) above.

7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR IN BEHALF OF THE TOWN WHICH WILL DIRECTLY PROTECT THE TOWN AND/OR ITS EMPLOYEES, AGENTS AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENTAL DEATH:
 - In the amounts required in (A) above andFOR PROPERTY DAMAGE:
 - In the amounts required in (B) above.
8. FOR POLLUTION COVERAGE:
 - In the amounts required in (B) above.

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of the Contractor's officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to comply with insurance requirements shall be cause for the Town to terminate this Contract.

The Town shall be named as additional insured for General Liability, Pollution Liability, Automobile Liability and Umbrella coverages.

All insurance required by this Contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverages so required.

Article 7 - Other Conditions

7-A Not to Assign or Subcontract

The Contractor shall give its personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the BOH, and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or its claim thereto, unless, by and with the like consent of the BOH.

7-B Performance and Payment Bond

The Contractor shall furnish for the term of this Contract a bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all its obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be six (6) months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract. The bond shall be delivered to the Town at least thirty (30) days prior to the start of the Contract and at least thirty (30) days prior to July 1 of each subsequent year that this Contract is in force and effect. Failure to fulfill performance and payment bond requirements shall be cause for the Town to terminate this Contract.

7-C Changes in the Contract

The Contractor shall do the work in the manner set forth in this Contract, except that the BOH, by order in writing given to the Contractor, may make any reasonable change respecting the scope of, or any part of, the work, including the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such order within a reasonable time designated by the BOH.

7-D Contract Compliance

It is understood and agreed that because the public health and convenience of the Town are involved in the performance of this Contract, performance reasonably satisfactory to the Town includes meticulous attention to every detail in this Contract and Specifications and that a high standard of work is justified.

7-E Force Majeure

"Force Majeure" means any event or condition having a material adverse effect upon the Contractor's or the Town's ability to perform pursuant to this Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. "Force Majeure" events or conditions may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which affect, impact or impede the Contractor's or the Town's operations.

In the event of a Force Majeure, the nonperforming party shall not be deemed to have violated its obligations under this Contract and the time for performance of any obligation shall be extended by a period of time reasonably necessary to overcome the adverse effects of the Force Majeure event or condition. This provision shall not relieve the nonperforming party from using all reasonable efforts to overcome or remove such Force Majeure event as soon as legally possible. The nonperforming party shall provide prompt notice to the other party of the Force Majeure

event or condition. Such notice shall disclose the nature of the Force Majeure event or condition and the estimated length of delay.

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the Town shall have the right to temporarily procure services of other Contractors until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

7-F Events of Default/Termination of Contract

Events of and Remedies for Default

1. Contractor Events of Default

- a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of thirty (30) days.
- b. The Contractor becomes insolvent, however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within sixty (60) days.
- d. Any proceedings involving the Contractor are commenced by the Contractor under any bankruptcy or reorganization, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within sixty (60) days.
- e. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the proposal for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution or termination of existence of the Contractor.

2. Town Events of Default

Failure of the Town to pay any sums due the Contractor hereunder within forty-five (45) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the Town ; provided, however, that if the Town notifies the Contractor of a dispute as to any sums pursuant to Section 5-B of this Contract within such fifteen (15) days after written notice by the Contractor to the Town of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Section 5-B and the failure of the Town to pay such correct amount within forty-five (45) days after receiving the statement next submitted to the Town after such determination.

3. Remedies for Contractor Events of Default

Upon any Contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand, together with interest thereon at the statutory rate.

4. Remedies for Town Events of Default

Upon any Town Event of Default, the Contractor may, in addition to and not in derogation of any other right or remedy available to it under this Contract, terminate this Contract upon fifteen (15) days' written notice thereof to the Town. In no event shall the Town be liable for any indirect, special or consequential damages.

5. Termination without cause

The Town has the right to terminate the Contract without cause provided that the Town provides the Contractor with 60 days' notice, and that the Town pays all sums due under this Contract up until the date of termination.

7-G Town's Liability

The Town's liability under this Contract shall be limited to the payments due hereunder. In no event shall the Town be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

No officer, board, employee, agent, official or resident of the Town shall ever be personally liable under this Contract and the Contractor shall look solely to the Town in pursuit of its remedies upon any Town Event of Default hereunder.

7-H Protection Against Liability

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

In the event that the Town shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's trash or recyclable material, the Contractor shall make full restitution to the Town for all expenses, fees, fines or other costs or charges incurred by the Town as a result thereof.

7-I Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for performing the work of the Contract, including collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

7-J Laws and Regulations

This Contract shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep itself fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered between this Contract and any such law, ordinance, bylaw, regulation, order or decree, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town, its officers, agents, boards and employees from and against any claim or liability arising from or based on the violation of any such law, ordinance, bylaw, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost to the Town caused by noncompliance with to any applicable law or regulation shall be borne solely by the Contractor.

7-K Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section 27, the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Workforce development (see appendix G). The Contractor shall provide the BOH with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the BOH at the end of each month.

Appendices

Appendix A:	Town Assessors' Data
Appendix B:	Municipal Facilities
Appendix C:	Holiday Schedule
Appendix D:	Town Hauler Permit Requirements
Appendix E:	310 CMR 19:017 Waste Ban Disposal Regulations
Appendix F:	Liquidated Damages
Appendix G:	Prevailing Wage Rates
Appendix H:	List of Attachments Required to be Submitted with Proposals
Appendix I:	Cost Proposal Form
Appendix J:	Tax Compliance Statement
Appendix K:	Non-Collusion Statement
Appendix L:	Certificate of Authority

Appendix A: Town Assessors' Data

NORTHBRIDGE	
Population	15707
Road Miles	81
Sq. Miles	17.96
Number of Households	5827
Single Family	3399
Duplex	768
Triplex	189
Apartment Complex locations	149
Condominium	787
Commercial locations	165

Appendix B: Municipal Facilities

TOWN OF NORTHBRIDGE MUNICIPAL BUILDINGS & SCHOOLS

<u>FACILITY</u>	<u>LOCATION</u>	<u>TRASH</u>	<u>RECYCLING</u>
Town Hall	7 Main Street,	4Carts	2 carts
Aldrich School Town Hall Annex	14 Hill Street,	Not needed at	this time
Northbridge Public Library	17 Church Street,	1 cart	1 cart EOW
Northbridge Senior Center	20 Highland Street,	3 cart	2 carts
Northbridge Department of Public Works - Highway Division	11 Fletcher Street,	3 yd dumpster	1 cart
Northbridge Department of Public Works - Sewer Division	644 Providence Road,	3 yd dumpster	1 cart
Northbridge Police Department	1 Hope Street,	4 carts	4 carts
Northbridge Fire Station	193 Main Street,	1 cart	1 cart
Northbridge Veteran's Office	875 Hill Street,	Not needed at	this time
Northbridge Public Schools Administration Building	87 Linwood Avenue,	NES	1 cart 4 yd cardboard
Balmer Elementary School	21 Crescent Street,	35 yd compactor	4 carts

Northbridge Elementary School	30 Cross Street,	10 yd dumpster 2 x week	2yd cardboard 4 carts
Northbridge Middle School	171 Linwood Avenue,	35 yd compactor	4 yd cardboard
Northbridge High School	427 Linwood Avenue,	35 yd compactor	8 carts 4 yd cardboard 5 carts

PARK SCHEDULE (55 Gal Drums) Picked up from 1st of
April to last Fri in Oct.

Whitinsville Common	2 Drums
Rockdale Common	1 Drum
East St Playground	1 Drum
Linwood Park	5 Drums (@ BB area
Plummer Park	2 Drums
Riverdale Park	2 Drums
American Legion	5 Drums
Balmer School	5 Drums

Appendix C: Holiday Schedule

All Sundays
New Year's Day
Martin Luther King Day *
Presidents' Day*
Patriots Day *
Memorial Day
Independence Day
Labor Day
Columbus Day *
Veteran's Day*
Thanksgiving Day
Christmas Day

***Optional**

APPENDIX D: Town Hauler Permit Requirements

§ 201-17. Permitting and operation of commercial, residential and municipal solid waste and recyclable materials collection. [Amended 5-16-2001, effective 5-30-2001; Amended 10-24-2011; Effective 12-1-2011]

A. Authority and purpose. The Town of Northbridge Board of Health under the authority of MGL c. 111, §§ 31A and 31B, hereby makes the following regulations in an effort to protect the public health and to promote increased recycling and responsible refuse disposal. These regulations are to be inserted into the Code of Regulations of the Board of Health, replacing any and all existing regulations previously adopted by the Board of Health regarding the permitting and operation of garbage, rubbish, and refuse collection and disposal, except as to those matters currently pending. Any condition that existed prior to the effective date of these regulations shall not be grandfathered or exempt from these regulations.

B. Definitions.

COMMERCIAL WASTE -- Nonhazardous solid waste generated by businesses, such as office buildings, retail and wholesale establishments, and restaurants.

FACILITY -- A licensed solid waste disposal or handling facility approved or licensed by the Department of Environmental Protection (DEP).

PERMITTEE -- Any person(s) or company, which has applied for and obtained the appropriate permit to collect refuse within the corporate limits of the Town of Northbridge.

RECYCLABLE MATERIALS -- Those items listed in Subsection G of these regulations.

SOLID WASTE -- All rubbish, trash, garbage, or refuse normally generated, excluding explosives, oil, sludges, highly flammable substances, cesspool or other human wastes, human or animal remains, construction materials, demolition debris, and hazardous refuse of any kind such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used as filter media, cleaning fluid and refuse of similar nature. Recyclable materials, as defined in these regulations, are specifically excluded from solid waste.

C. General.

- (1) Any person engaged in the collection of solid waste and/or recyclable materials in the Town of Northbridge shall remove the same to an approved location or facility in accordance with these rules and regulations, as well as all other applicable rules and regulations.
- (2) The permittee shall at no time dispose of recyclable materials by landfilling or incineration without written permission from the Board of Health.

- (3) The permittee shall provide recycling service to allow compliance with the Commonwealth of Massachusetts Department of Environmental Protection Solid Waste Bans and any other item deemed feasible by the Board of Health. Items required to be recycled are set forth in Subsection G below, and are subject to amendment by the Board of Health.
- (4) In servicing establishments generating commercial waste, the permittee may limit recycling service to paper products, as listed in Subsection G.
- (5) Separation of recyclable materials from solid waste will take place at the source (i.e., individual homeowners/tenants/business owners will perform separation).

D. Permitting procedure.

- (1) All persons collecting solid waste and/or recyclable materials in the Town of Northbridge shall obtain a permit from the Board of Health prior to commencing with collection.
- (2) At the time of application or as otherwise specified, the applicant shall submit to the Board of Health the following:
 - (a) A nonrefundable permit fee [See § 201-23 Fee Schedule.] (**Amended 10-24-2011; Effective 12-1-2011**)
 - (b) A schedule of customer fees to be charged for residential, commercial, and industrial pickup of solid waste and recyclable materials.
 - (c) A description of the collection vehicle(s) to be used, including the make, model, year, type and size of compactor, and registration number.
 - (d) Certificates of insurance as defined in Subsection F.
 - (e) Total tonnage of solid waste and recyclable materials collected on a quarterly basis. Statistics for solid waste and recyclable materials must be supported by weight slips and/or vendor receipts. Estimates may be accepted at the discretion of the Board if sufficient justification for subject estimation is presented to the Board and can be verified. Statistics shall be submitted within 30 days of the close of each quarter; quarters shall be defined as January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
 - (f) Name and location of approved facility at which solid waste and recyclable materials were incinerated, deposited, and/or recycled.
- (3) The permit shall be valid for a period of not more than one year, renewable annually on the first day of January, subject to review and approval by the Board of Health.

- (4) No permit shall be transferable except with the approval of the Board of Health.

E. Operational procedures.

- (1) The permittee shall provide recycling service to allow compliance with the Commonwealth of Massachusetts Department of Environmental Protection

Solid Waste Bans and any other item deemed feasible by the Board of Health, as set forth in Subsection G.

- (2) The permittee shall offer collection of solid waste on a weekly basis.
- (3) The permittee shall offer collection of recyclable materials a minimum of once every other week or on a schedule approved by the Board of Health.
- (4) Permittees shall provide their customers with a list of acceptable waste types and recyclable materials, with a list or description of proper packaging or bundling methods of same.
- (5) The permittee shall collect solid waste and recyclable materials from its customers in Northbridge.
- (6) Recyclable materials shall be placed curbside or at another approved location, on specified days, in their own approved reusable containers.
- (7) The permittee may refuse to collect any commercial, industrial, municipal or residential solid waste and/or recyclable materials if there is an indication that the material is not solid waste as defined in these regulations, or if the recyclable materials are not properly packaged or bundled. The permittee shall notify such customers of the reason(s) for refusal to collect. The permittee may notify the Board of Health of any customer who continues with repeated offenses.
- (8) The permittee shall take all reasonable care in the collection of solid waste. Solid waste shall not be scattered about the streets or onto private property. Solid waste which is spilled shall be immediately picked up by the permittee and removed with other wastes.
- (9) All vehicles and other equipment used by the permittee shall be kept in good repair, appearance, and in a sanitary condition.
- (10) Vehicles shall be appropriately marked to identify the owner's and/or company's name in lettering large enough to be seen from a distance of 100 feet and shall clearly display all local, state, and federal registrations, permits and licenses.
- (11) The Board of Health reserves the right to inspect collection vehicles and loads at reasonable times in order to ensure compliance with applicable state and local laws, by-laws, and regulations.
- (12) The permittee shall provide for the collection of bulk items such as, but not limited to, couches, chairs, mattresses, white goods, etc.
- (13) Any violation of these regulations or any other applicable laws or regulations by the permittee will be grounds for suspension, modification, or revocation of said permit.

F. Insurance.

- (1) The permittee shall provide a certificate of insurance as evidence of having comprehensive general liability insurance naming the Town of Northbridge as

an additional insured. The comprehensive general liability policy shall be in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage.

- (2) The insurance policies shall be so written that the Board of Health will be notified of cancellation or restriction amendments at least 30 days prior to the effective date of such cancellations or amendments.

G. Recyclable materials.

- (1) This section is subject to amendment and revision by the Board of Health and the Commonwealth of Massachusetts as additional rules and regulations may be promulgated. The Board of Health may amend this section upon written notice to all permittees following public hearing and after reasonable notice to all permittees.
- (2) Recyclable materials shall be defined as materials that have the potential to be recycled and which are not commingled with solid waste.
- (3) The following items shall be deemed recyclable materials:
 - (a) Paper products (tied in bundles or placed in brown paper bags):
 - [1] Newspaper and glossy inserts.
 - [2] Magazines.
 - [3] Phone books.
 - [4] Junk (and other) mail.
 - [5] Cereal boxes, packaging, toy boxes, etc.
 - [6] White, colored, and computer paper.
 - [7] Corrugated cardboard.
 - (b) Glass (empty, rinsed, and dry whole bottles and jars. Labels, caps, and neck rings may remain on bottles.):
 - [1] Clear, brown or green food and beverage containers only.
 - (c) Metal (empty, rinsed, and dry. Labels may remain and lids may be attached or placed inside the can; webbing must be removed from aluminum furniture; empty aerosol cans will be accepted):
 - [1] All metal cans, tins, steel, aluminum, etc.
 - [2] Aluminum foil and food trays.
 - (d) Plastics (empty, rinsed, and dry. Labels, caps, and neck rings may remain.):
 - [1] Plastic milk, juice, and water jugs.
 - [2] Soda bottles.
 - [3] Detergent bottles.
 - [4] Plastics #1 through #7.

H. **RESERVED (Amended 10-24-2011; Effective 12-1-2011)**

I. Indemnification.

- (1) Permittees shall enter into arrangements for the collection of solid waste and recyclable materials with individual residents, the municipality, commercial, and industrial customers of the Town, in which the permittee will be paid directly by the customer.

- (2) The permittee agrees to indemnify the Town from any loss that may arise from the improper treatments, storage, or disposal of hazardous wastes collected within the Town.
- J. Suspension, modification or revocation of permits. Any solid waste/recyclable collection permit may be suspended, modified, or revoked by the Board of Health upon receipt of evidence satisfactory to the Board that the permittee has not conformed to the requirements of these regulations or such further regulations as may be adopted or to any applicable state or federal statute, regulations, rule or order regarding transportation or disposal of rubbish. Appeals of such suspensions, modification or revocations may be directed to the Board of Health within 10 business days of said suspension, modification, or revocation.
- K. Severability. Each of these regulations shall be construed as separate to the end that if any regulation, clause, or phrase thereof, should be held invalid for any reason, the remainder of the regulations and all other regulations shall continue to be in force.
- L. Variances. Any request for variance from these regulations must be submitted in writing to the Board of Health. The Board shall within 21 days of receipt of the request for variance hold a public hearing, at which time the applicant must demonstrate to the Board, by clear and convincing evidence, that there will be no adverse effect on the environment of the public health and safety by the granting of the variance request. All fees associated with the public hearing shall be paid by the applicant. All decisions rendered by the Board shall be made in writing and shall be kept on file in the office of the Board of Health.
- M. Noncriminal disposition method of enforcement. For the purposes of noncriminal disposition under MGL c. 40, § 21D, and the Northbridge Code of Bylaws § 1-109A, any violation of any section of these regulations shall be subject to a penalty in the amount of \$100 for the first offense, \$200 for the second offense, and \$300 for the third and subsequent offenses in the same calendar year. Each day or portion thereof during which a violation continues shall constitute a separate offense, and each provision of the chapter, regulations or permit violated shall constitute a separate offense.
- N. Effective date. These regulations shall become effective on May 30, 2001.

Appendix E: Waste Ban Disposal Regulation: 310 CMR 19.017

19.017: Waste Bans

(1) Purpose. The Massachusetts Department of Environmental Protection may restrict or prohibit the disposal, or transfer for disposal, of certain components of the solid waste stream when it determines that:

- (a) disposal of the material presents a potential adverse impact to public health, safety or the environment; or
- (b) a restriction or prohibition will result in the extension of the useful life or capacity of a facility or class of facilities.

Table 310 CMR 19.017(3)

Restricted Material	Effective Date of Restriction for Landfills or Combustion Facilities	Effective Date of Restriction for Transfer Facilities	Restriction
Lead Batteries	December 31, 1990	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Leaves	December 31, 1991	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Tires	December 31, 1991	April 1, 2000	Ban on disposal or transfer for disposal of whole tires only at landfills. Tires must be shredded prior to disposal in landfills.
White Goods	December 31, 1991	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Other Yard Waste	December 31, 1992	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Aluminum Containers	December 31, 1992	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Metal or Glass	December 31, 1992	April 1, 2000	Containers Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility

Single Polymer Plastics	December 31, 1994	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Recyclable Paper	December 31, 1994	April 1, 2000	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Cathode Ray Tubes	April 1, 2000	April 1, 2000	Ban on disposal, incineration, or transfer for disposal, at a solid waste disposal facility
Asphalt Pavement, Brick and Concrete	July 1, 2006	July 1, 2006	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Metal	July 1, 2006	July 1, 2006	Ban on disposal or incineration or transfer for disposal at a solid waste disposal facility
Wood	July 1, 2006	July 1, 2006	Ban on disposal or transfer for disposal at landfills

Appendix F: Liquidated Damages

- | | |
|---|--|
| 1. Failure to immediately pick up materials spilled during collection. | \$150 per occurrence |
| 2. Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries. | \$500 per occurrence |
| 3. Willful mishandling of waste barrels/receptacles or recycling containers. | \$ 25 per occurrence |
| 4. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection Route or the following day if so authorized by the BOH. | \$150 per occurrence |
| 5. Failure to pick up from any single address more than one time in a given month or three times in a six-month period when the driver or Contractor is at fault. | \$100 per miss plus reimbursement of subscription fee if more than three misses in a six-month period. |
| 6. Continued violation of traffic laws, bylaws or regulations during collection and haul, after written notice to correct from the BOH. | \$250 per occurrence |
| 7. Beginning any single collection route prior to 7:00 a.m. or finishing after 6:00 p.m. without the prior consent of the BOH. | \$100 per day |
| 8. Use of unmarked or un-inspected collection vehicles. | \$500 per occurrence |
| 9. Failure to clean vehicle or conveyances as provided for in this Contract. | \$150 per occurrence |
| 10. Failure or neglect to repair or furnish replacement container/dumpster or to otherwise meet the requirements of this Contract within five days of notice by the BOH. | \$200 per container not furnished |

11. Failure to enforce State Waste Ban Regulations in effect throughout the Term of the Contract. \$50 per occurrence
12. Collecting solid waste or recyclable materials from 1-3 unit households that do not subscribe to the program. \$100 per occurrence
13. Failure to provide Rejection Notices as required by the Contract. \$50 per occurrence
14. Disposing of as trash, those recyclable materials appropriately set out for recycling. \$500 per occurrence
\$5,000 per truckload
15. Failure to report truck breakdown or accident within 1 hour. \$100 per occurrence
16. Failure to maintain direct contact, either by phone or other method acceptable to the Town, between the BOH and the lead rubbish and lead recycling drivers as well as their supervisor, or failure to maintain direct phone or radio contact between all vehicles servicing the Town. \$250 per occurrence
17. Failure or neglect to furnish a schedule or revised schedule of collection and disposal. \$1,000 per occurrence
18. Failure to correct billing error within ten (10) working days after notification by Town. \$100 per occurrence
19. Failure to provide prevailing wage rate information as required under this Contract. \$500 per incident
20. Failure to maintain phone service for Eligible Households. \$250 per 4 hours out of service
21. Failure to provide disposal facilities in accordance with this Contract. 150% of per ton disposal fee

ALL LIQUIDATED DAMAGES MAY BE DEDUCTED BY THE TOWN FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

Appendix G: Prevailing Wage Rates

Attached are Prevailing Wage Rates to all vendors receiving a copy of the RFP.

Appendix H: List of Attachments Required to be Submitted with Proposals

The following materials must be submitted by Contractors with their Proposal

Certificate of Non-Collusion

Cost Proposal Form

Employee List

Tax Compliance Statement

Certificate of Authority

I. Cost Proposal Form for Northbridge

Option 1

Service	Description	YEAR 1	YEAR 2	YEAR 3
SOLID WASTE WEEKLY CURBSIDE COLLECTION AND TRANSPORTATION TO DISPOSAL SITE, WEEKLY RECYCLING COLLECTION AND PROCESSING Billing included				
64 Gallon Carts for Refuse and 64 Gallon Cart for single stream recycling For all 4000 hh	Cost per household per year 80% Participation 70% 60% 50% 30%			
64 Gallon Carts for Refuse for EOW collection and 64 Gallon Cart for weekly single stream recycling For all 400 hh	Cost per household per year 80% Participation 70% 60% 50% 30%			

Option 2

Service	Description	YEAR 1	YEAR 2	YEAR 3
SOLID WASTE WEEKLY CURBSIDE COLLECTION AND TRANSPORTATION TO DISPOSAL SITE, Every Other Week RECYCLING COLLECTION AND PROCESSING Nothing included				
64 Gallon Carts for Refuse and 96 Gallon Cart for single stream recycling For all 4000 hh	Cost per household per year 80% Participation 70% 60% 50% 30%			
64 Gallon Carts for Refuse for EOW collection and 96 Gallon Cart for weekly single stream recycling For all 400 hh	Cost per household per year 80% Participation 70% 60% 50% 30%			

Option 3 ALTERNATIVE PROPOSALS BYVENDOR

Service	Description	YEAR 1	YEAR 2	YEAR 3
Billing and collection of flat fee- for all If Town does the billing	Reduced Cost per household per year/ Lump sum cost			
Service	Description	YEAR 1	YEAR 2	YEAR 3
Municipal/ School Facilities				
Collect and transport solid waste				
Additional cart for solid waste (<=64 gallon)	Cost per stop			
Collect, transport and dispose of solid waste Contractor will do the billing directly	Cost per cart			
Collect, transport and process recycling	Price per 8 yd dumpster per pick-up			
Collect, transport and process recycling Contractor will do the billing directly	Cost per cart			
Collect, transport and process recycling Contractor will do the billing directly	Price per 8 yd cardboard dumpster per pick-up			
Collect, transport and process recycling Contractor will do the billing directly	Price per 8 yd single stream dumpster per pick-up			
Additional Roll off container- on call service including collection, transportation and rental for municipal service only	Base fee per service call			

Please attach price list for collection of items to be picked up at the curb, by appointment.

Payment will be directly from the resident to the Contractor: Cost for each bulky item, such as but not limited to couches, electronics, mattress, refrigerators, metal, Christmas trees, and yard waste.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been submitted in good faith and without collusion or fraud with any other 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.

Signature of person signing proposal

Print name of person signing proposal

Name of business

TOWN MANAGER'S REPORT – March 17, 2014

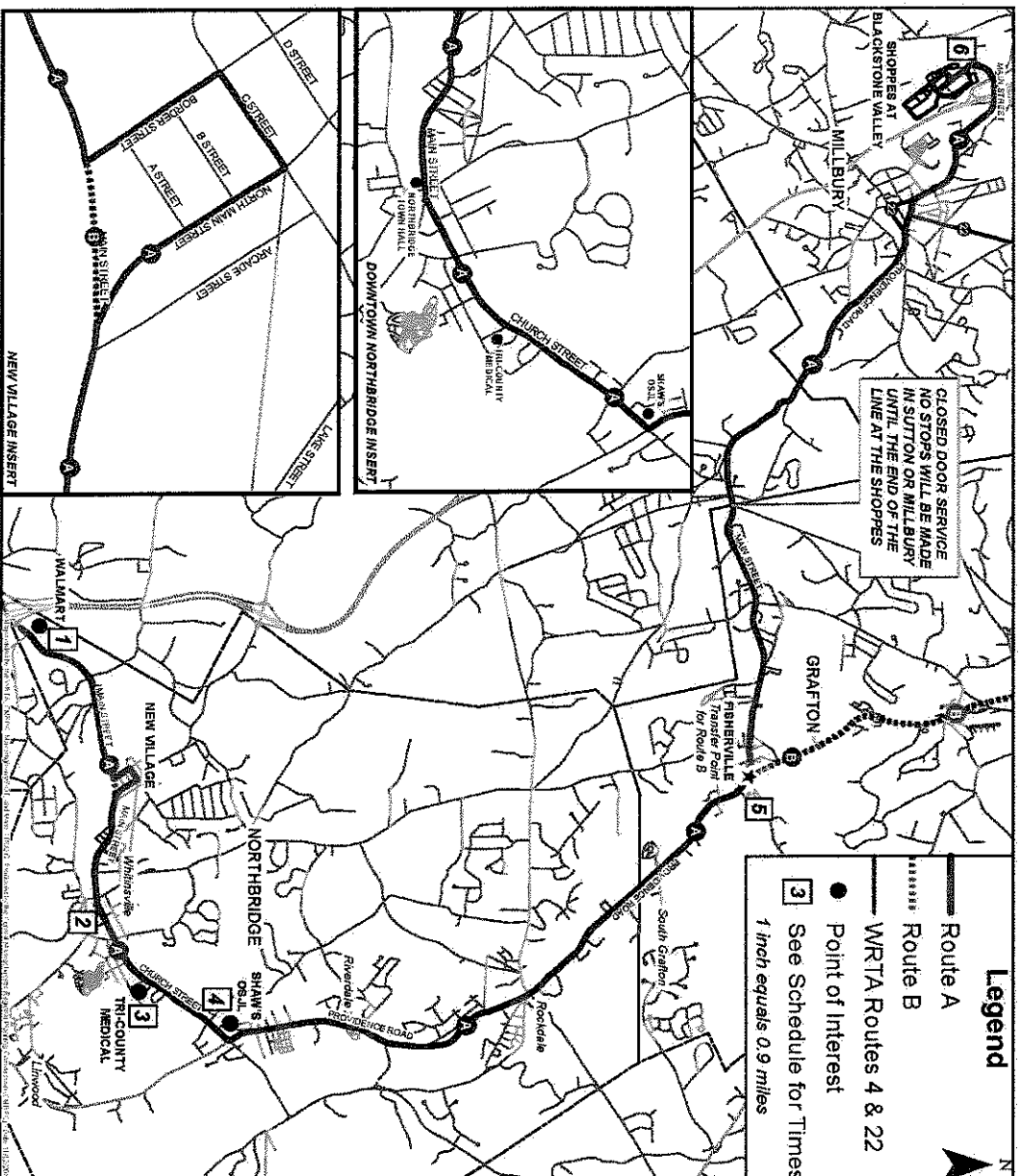
1) **WRTA Bus Route Changes**: Reported the WRTA new bus route schedule has finally been activated. We have information on the Town's homepage and pamphlets are available at Town Hall and the Library.

2) **Groundbreaking Ceremony & Reception [Osterman Management, LLC, Milford Regional Medical Center & Tri-County Medical Associates]**:

Attended the ceremony and reception with Selectman Melia and Walter Warchol, Chief of Police for the new medical facility on Church Street Extension. The event was very well attended.

3) **Tax Title Property Auction Results**: - I will report the results of the auction which took place Friday, March 14, 2014 at Noontime.

ROUTE MAP



How to Ride the Bus

If this is your first trip on the bus, you may be a little nervous. Don't worry — WRTA personnel are ready to help you! Here are a few tips:

- It is best to arrive at the curbside at least five minutes early. Buses will stop if they are waved down and if it is safe to stop at that location.
- When boarding the bus, give exact cash fare to the driver (if you qualify for reduced fare, show your identification card to the driver).
- As the bus approaches your stop, let the driver know where you want to leave the bus.

For more information on How to Ride the Bus, visit www.therta.com/faqs/how-to-ride-the-bus or call 508-791-9782

ROUTE A

NORTHBRIDGE WALMART—SHOPPES at BLACKSTONE VALLEY via Fisherville

Effective Date: March 10, 2014

Serving:

UPDATED

- ◆ Northbridge Walmart
- ◆ New Village
- ◆ Shaw's/Ocean State Job Lot
- ◆ Riverdale
- ◆ Rockdale
- ◆ South Grafton
- ◆ Fisherville
- ◆ Shoppes at Blackstone Valley



**For Transit Information,
call 508-791-9782 or visit
www.therta.com**



Welcome aboard the WRTA!

This route timetable shows the times of departure at major stops along the route and contains route maps and other important information. Additional information can be obtained by calling the WRTA Information Line at (508) 791-WRTA (9782) or visit our website at www.TheRTA.com.

Weekday Service is provided on Martin Luther King, Jr. Day, President's Day, Patriot's Day, Columbus Day and Veteran's Day.

NO SERVICE ON: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day

Please, NO Music, Smoking, Eating, or Drinking

OUTBOUND — WEEKDAYS

See the map for matching time point locations

1	2	3	4	5	6
BUS STARTS	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS ENDS
Walmart	Church and Linwood Streets	Tri-County Medical	Shaw's/ OSJL	Fisherville*	Blackstone Valley Shoppes**
9:15	9:25	9:28	9:35	9:45	10:00
10:45	10:55	10:58	11:05	11:15	11:30
12:15	12:25	12:28	12:35	12:45	1:00
1:45	1:55	1:58	2:05	2:15	2:30
3:15	3:25	3:28	3:35	3:45	4:00

*Connection with WRTA Route B
**Connection with WRTA Routes 4 and 22

PLEASE HAVE EXACT FARE READY WHEN BOARDING THE BUS. DRIVERS DO NOT MAKE CHANGE.

FARE IS CASH ONLY. "CHARLIE CARDS" CANNOT BE USED. ACTIVATED ONE-DAY AND MONTHLY MAGNETIC PASSES WILL BE HONORED.

WRTA FARE INFORMATION

Full Cash Fare (Adults age 14 and up)\$1.50
 Elderly/Disabled Cash Fare\$0.75
 Children 5-13 years of age accompanied by an adult\$0.75
 Children under 5 with adultFREE
 ACCESSIBILITY: All WRTA buses are wheelchair accessible. For TTY service call Massachusetts Relay TTY (800) 439-2370.
 PROPER IDENTIFICATION: One of the following valid identification cards must be shown to the driver each time you board:
 ELDERLY WRTA Senior I.D. card
 DISABLED Statewide Access Pass/WRTA ADA Photo I.D. / MCB I.D.
 MEDICARE Medicare card with Photo I.D.

INBOUND — WEEKDAYS

See the map for matching time point locations

6	5	4	3	2	1
BUS STARTS	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS ENDS
Blackstone Valley Shoppes**	Fisherville*	Shaw's/ OSJL	Tri-County Medical	Church and Linwood Streets	Walmart
10:00	10:15	10:25	10:32	10:35	10:45
11:30	11:45	11:55	12:02	12:05	12:15
1:00	1:15	1:25	1:32	1:35	1:45
2:30	2:45	2:55	3:02	3:05	3:15
4:00	4:15	4:25	4:32	4:35	4:45

SERVICE DOES NOT RUN ON SATURDAY OR SUNDAY

Flexible Routing

For ADA eligible persons, buses can leave the route and "flex" to locations within 3/4 of a mile off the route. Please call 508-752-9283 or 1-877-743-3852 at least 2 days in advance to request a flex between the hours of 8:00am and 4:30pm.

WRTA will limit the number of flexes on each trip. Two by-request flexes are permitted on each trip to most locations within 3/4 mile of the route. If a flex is not available for your desired trip time, you can choose another time or get to a bus stop along the route.

ADVERTISE HERE!

For further information, call
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 508-616-9900

Welcome aboard the WRTA!

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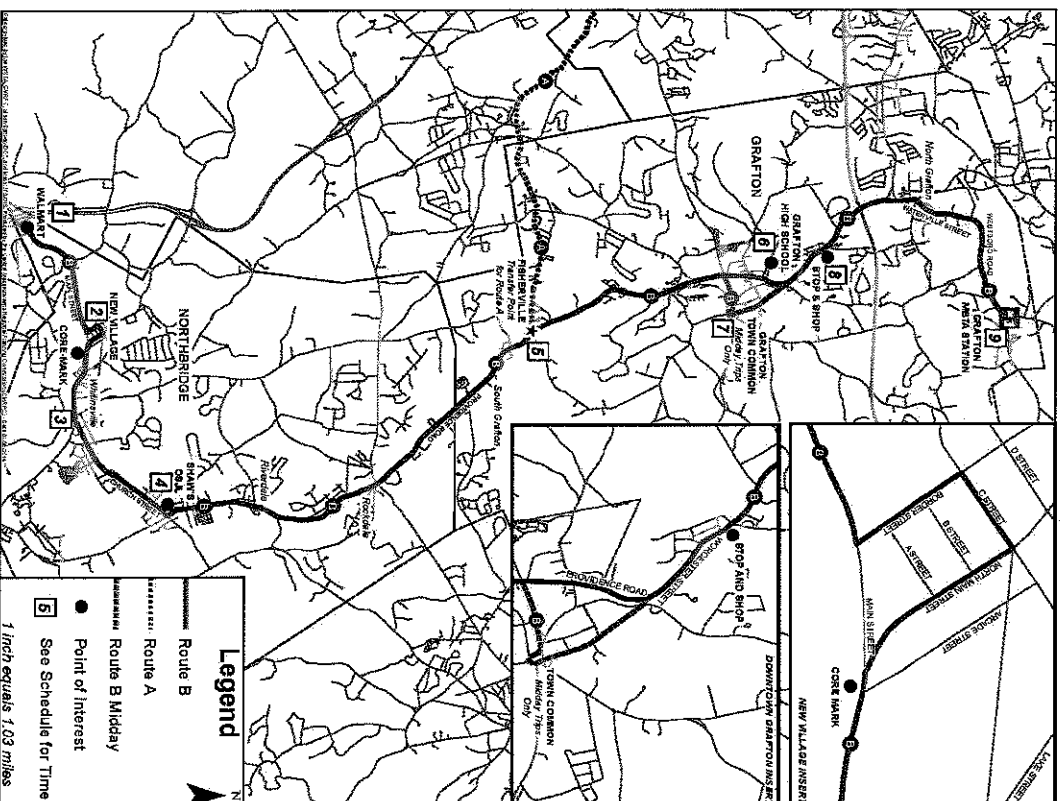
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ROUTE MAP



ROUTE B

WALMART—ROCKDALE—STOP &
SHOP—GRAFTON MBTA STATION

Effective Date: March 10, 2014

Serving:

UPDATED

- ♦ New Village
- ♦ Shaw's/Ocean State Job Lot
- ♦ Riverdale
- ♦ Rockdale
- ♦ South Grafton
- ♦ Fisherville
- ♦ Grafton Common
- ♦ Stop & Shop
- ♦ MBTA Commuter Rail Station



For Transit Information,
call 508-791-9782 or visit
www.therta.com



OUTBOUND — WEEKDAYS

See the map for matching time point locations

	1	2	3	4	5	6	7	8	9
BUS STARTS	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS ENDS
Walmart	C Street/ New Village	Church and Linwood Streets	Shaw's/ OSJL	Fisherville*	Grafton High School	Grafton Town Common	Stop & Shop	MBTA Station**	
6:05	6:08	6:11	6:15	6:25	6:29		6:33	6:43	
7:05	7:08	7:11	7:15	7:25	7:29		7:33	7:43	
8:25	8:28	8:31	8:35	8:45			8:50	8:55	
9:25	9:28	9:31	9:35	9:45			9:50	9:55	
10:25	10:28	10:31	10:35	10:45			10:50	10:55	
11:25	11:28	11:31	11:35	11:45			11:50	11:55	
12:20	12:23	12:26	12:30	12:40			12:45	12:50	
1:20	1:23	1:26	1:30	1:40			1:45	1:50	
2:20	2:23	2:26	2:30	2:40			2:45	2:50	
3:20	3:23	3:26	3:30	3:40			3:45	3:50	
4:20	4:23	4:26	4:30	4:40			4:45	4:50	5:10
5:50	5:53	Closed Door Express Back to Grafton MBTA Station						6:10	

*Connection with WRTA Route A **Connection with MBTA Commuter Rail

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 ELDERLY..... WRTA Senior I.D. card
 MEDICARE..... Medicare card with Photo I.D.
 DISABLED..... Statewide Access Pass/WRTA ADA Photo I.D./ Massachusetts Commission for the Blind (MCB) I.D.

INBOUND — WEEKDAYS

See the map for matching time point locations

	9	8	7	6	5	4	3	2	1
BUS STARTS	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS LEAVES	BUS ENDS
MBTA Station**	Stop & Shop	Grafton Town Common	Grafton High School	Fisherville*	Shaw's/ OSJL	Church and Linwood Streets	C Street/ New Village	Walmart	
6:43		Closed Door Express Back to New Village						7:02	7:05
7:43	7:53	7:58		8:05	8:15	8:19	8:22	8:25	
	8:55	9:00		9:05	9:15	9:19	9:22	9:25	
	9:55	10:00		10:05	10:15	10:19	10:22	10:25	
	10:55	11:00		11:05	11:15	11:19	11:22	11:25	
	12:50	12:55		1:00	1:10	1:14	1:17	1:20	
	1:50	1:55		2:00	2:10	2:14	2:17	2:20	
	2:50	2:55		3:00	3:10	3:14	3:17	3:20	
	3:50	3:55		4:00	4:10	4:14	4:17	4:20	
5:10	5:20		5:25	5:30	5:40	5:44	5:47	5:50	
6:10	6:20		6:25	6:30	6:40	6:45	6:50		

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