

SELECTMEN'S MEETING
Monday, December 7, 2015
Selectmen Meeting Room
6:00 PM

AGENDA

EXECUTIVE SESSION

1. Exemption 6: Update on Pelham Road Property (10 min.) 6:00 PM

PUBLIC COMMENTS

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Members of the Board will neither comment nor respond, other than to ask questions of clarification. Speakers are encouraged to notify the Selectmen's Office at 781-698-4580 if they wish to speak during public comment to assist the Chairman in managing meeting times.

SELECTMAN CONCERNS AND LIAISON REPORTS

TOWN MANAGER REPORT

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discussion of Minuteman School Building Plans (20 min.) 6:30 PM
2. Special Town Meeting Warrant 1 - Board Positions (10 min.) 6:50 PM
3. Review and Approve Intermunicipal Agreement with Town of Bedford-Animal Control Program (5 min.) 7:00 PM

ADJOURN

1. Approximate Adjourn Time 7:05 PM

Summit 3 is scheduled for Thursday, December 10, at 7:00 p.m. in the Public Services Building Cafeteria, 201 Bedford Street.

The Selectmen also have a meeting scheduled for Monday, December 14, at 7:00 p.m. in the Selectmen Meeting Room, 1625 Massachusetts Avenue.

*Hearing Assistance Devices Available on Request
All agenda time and the order of items are approximate and
subject to change.*



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Exemption 6: Update on Pelham Road Property (10 min.)

PRESENTER:

Carl F. Valente, Town Manager

ITEM NUMBER:

E.1

SUMMARY:

Suggested motion for Executive Session: *Move to go into Executive Session to consider the purchase, exchange, lease or value of real property, 20 Pelham Road, and to reconvene in Open Session. Further, as Chairman I declare that an open meeting discussion may have a detrimental effect on the negotiating position of the Town.*

The Town Manager will provide the Board with an update on negotiations to purchase the Pelham Road property.

SUGGESTED MOTION:

FOLLOW-UP:

Town Manager will continue the negotiations, based on the Board's direction.

DATE AND APPROXIMATE TIME ON AGENDA:

12/7/2015

6:00 PM

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Discussion of Minuteman School Building Plans (20 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.1

SUMMARY:

The Board will review progress on reaching consensus on a new Minuteman Regional District agreement and moving forward on plans for a new facility.

A "Boxborough Protocol" is attached identifying how communities can simultaneously elect to leave the district and accept the new agreement. Norman and Peter will update the Board on discussions held in Weston on 12/2 reviewing this protocol and reviewing requests from the Town of Lincoln for compensation as the host community for the new facility.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

12/7/2015

6:30 PM

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Boxborough Protocol Options	Backup Material

Boxborough Protocol Options

- 1) By January ____, 2016 any town considering withdrawal from the regional agreement must signal that consideration by an affirmative vote of their Board of Selectmen, and conveying the results of that vote to the Minuteman Clerk.
- 2) The Minuteman School Committee will list all of the towns who are considering withdrawal and include them, by name, in the “Declarant” section below. They will then propose the amended regional agreement and send it the 16 towns for their approval.
- 3) Any town considering departure can thus leave by voting both to approve the regional agreement and voting to leave the agreement. Other towns only need only one vote, to approve the regional agreement. All 16 towns must approve the agreement for the departures to be effective.

SECTION IX: WITHDRAWAL

1. General Withdrawal Process...
2. Initial Procedure for Withdrawal. Consistent with 603 CMR 41.03(2), the communities of...

[Insert “Declarant” Communities]

...withdraw from the District effective the beginning of the fiscal year following the Commissioner of Education’s approval of the 2016 Amended Regional Agreement, all of the following requirements having been met by each departing member:

- (a) Voted by simple majority of its legislative body to confirm its commitment to withdraw from the District on or before [redacted], 2016;
- (b) Voted to approve the 2016 Amended Regional Agreement on or before [redacted] 2016; and
- (c) Approval of the 2016 Amended Regional Agreement by the Commissioner of Education.

A vote by any member to adopt the 2016 Amended Regional Agreement shall also constitute approval of the withdrawal of..[Insert Declarants] from the District pursuant to the Initial Withdrawal Process.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Special Town Meeting Warrant 1 - Board Positions (10 min.)

PRESENTER:

Joe Pato

ITEM NUMBER:

I.2

SUMMARY:

Attached is the table with your positions. This item is on the agenda in case any additional discussion is needed.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

12/7/2015

6:50 PM

ATTACHMENTS:

Description	Type
☐ Special Town Meeting #1 Warrant	Cover Memo
☐ Article Positions	Cover Memo



TOWN WARRANT
Town of Lexington
Special Town Meeting #1

Commonwealth of Massachusetts

Middlesex, ss.

To any of the Constables of the Town of Lexington

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the inhabitants of the Town of Lexington qualified to vote in elections and in Town affairs to meet in the Margery Milne Battin Hall in Cary Memorial Building, 1605 Massachusetts Avenue, in said Town on Monday, November 2, 2015, at 7:30 p.m., at which time and place the following articles are to be acted upon and determined exclusively by the Town Meeting Members in accordance with Chapter 215 of the Acts of 1929, as amended, and subject to the referendum provided for by Section eight of said Chapter, as amended.

NOTE: There is a possibility that the Cary Memorial Building renovation project will not be completed in time for Town Meeting to convene in the Margery Milne Battin Hall on November 2. If so, Town Meeting will be relocated to the Clarke Middle School Auditorium. Town Meeting Members will be notified via the TMMA listserv and the Town's website, prior to November 2, of any relocation. Residents are asked to check the Town's website to confirm the location of Town Meeting. Signage will also be placed in front of the Cary Memorial Building if the relocation is necessary.

ARTICLE 1

REPORTS OF TOWN BOARDS, OFFICERS, COMMITTEES

To receive the reports of any Board or Town Officer or of any Committee of the Town, or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

DESCRIPTION: This article remains open throughout the Special Town Meeting.

ARTICLE 2

APPROPRIATE FOR SCHOOL FACILITIES CAPITAL PROJECTS

To see if the Town will vote to appropriate a sum of money for: continuing the school facility master planning study for specific capital projects for the Fiske, Hastings and Harrington Elementary Schools and the Clarke and Diamond Middle Schools; design, engineering and architectural services for these projects; and for the related remodeling, reconstruction or making extraordinary repairs to these or other school facilities; for the construction of the buildings, including original equipment and landscaping, paving and other site improvements incidental or directly related to such remodeling, reconstruction or repair, determine whether the money shall be provided by the tax levy, by transfer from available funds, by borrowing, or by any combination of these methods; determine if the Town will authorize the Selectmen to apply for, accept, expend and borrow in anticipation of state aid for such capital improvements; or act in any other manner in relation thereto.

(Inserted by the School Committee)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article is to request funding for the studies, design and construction of school facilities to address current and anticipated school enrollment.

ARTICLE 3

LAND PURCHASE AND IMPROVEMENTS - 20 PELHAM ROAD

To see if the Town will vote to authorize the Selectmen to purchase or otherwise acquire, or to take by eminent domain for municipal or school purposes, any fee, easement, or other interest in all or any part of land known as 20 Pelham Road and shown as lot 65A on Assessors' Property Map 31, owned by the Congregation of Armenian Sisters of the Immaculate Conception, Inc.; for design, engineering and architectural services for plans and specifications and related costs; and to make access and site improvements and to remodel, reconstruct and make extraordinary repairs to the existing school building on such property; and to appropriate a sum of money therefor and determine whether the money shall be provided by the tax levy, by transfer from available funds, or by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: This article requests funding to purchase the property at 20 Pelham Road for municipal or school purposes and to make access and site improvements, remodel, reconstruct and make extraordinary repairs to the existing school building on the property.

ARTICLE 4

APPROPRIATE FOR ENGINEERING STUDY – 20 PELHAM ROAD

To see if the Town will vote to raise and appropriate a sum of money for engineering studies and related costs for access roads and sidewalks connecting Pelham Road, the property at 20 Pelham Road and the Community Center at 39 Marrett Road and Marrett Road and any improvements that may be necessary to Pelham Road to access 20 Pelham Road; determine whether the money shall be provided by the tax levy, by transfer from available funds, by borrowing, or any combination of these methods; or act in any other manner in relation thereto.

(Inserted by the Board of Selectmen)

FUNDS REQUESTED: unknown at press time

DESCRIPTION: Should Town Meeting approve the purchase of the 20 Pelham Road property, this Article would fund the engineering study for roadways and sidewalks to connect this property to the Community Center property, Marrett Road and Massachusetts Avenue.

And you are directed to serve this warrant not less than fourteen days at least before the time of said meeting, as provided in the Bylaws of the Town.

Hereof fail not and make due return of this warrant, with your doings thereon, to the Town Clerk, on or before the time of said meeting.

Given under our hands this 5th day of October 2015.

Joseph N. Pato
Peter C.J. Kelley
Norman P. Cohen
Suzanne E. Barry
Selectmen
of
Lexington

A true copy, Attest:

Richard W. Ham, Jr.
Constable of Lexington

**ARTICLE POSITIONS
DECEMBER 2, 2015 SPECIAL TOWN MEETING #1**

ARTICLE	SPECIAL TOWN MEETING	PRESENTATION	JP	PK	NC	MC	SB	AC	CEC	SC
Article 2	Appropriate for School Facilities Capital Projects		Yes	Yes	Yes	Yes	Yes			
Article 3	Land Purchase and Improvements – 20 Pelham Road	IP	Yes	Yes	Yes	Rec use	Yes			
Article 4	Appropriate for Engineering Study – 20 Pelham Road		Yes	Yes	Yes	Rec use	Yes			

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

AGENDA ITEM TITLE:

Review and Approve Intermunicipal Agreement with Town of Bedford-Animal Control Program (5 min.)

PRESENTER:

ITEM NUMBER:

I.3

SUMMARY:

The Town Manager and Police Chief have concluded discussions with the Bedford Town Manager and Police Chief regarding the two towns employing a full-time Animal Control Officer (ACO) that would serve both towns. Both Lexington and Bedford currently fund part-time Animal Control Officers and by jointly delivering this service, there would be a full-time ACO available to both towns. On October 5, 2015 the Board of Selectmen reviewed a draft intermunicipal agreement that will provided for this shared service delivery. Since then, Bedford's Town Counsel made a few non-substantive changes. This intermunicipal agreement is based on the similar agreement the two towns have for the Veteran's Services District.

SUGGESTED MOTION:

Move to approve and sign the Intermunicipal Agreement between the Towns of Lexington and Bedford for Animal Control Services, as allowed under Massachusetts General Laws Chapter 40, Section 5A.

FOLLOW-UP:

The Chiefs in both towns will implement this agreement.

DATE AND APPROXIMATE TIME ON AGENDA:

12/7/2015

7:00 PM

ATTACHMENTS:

Description

Type

☐ Intermunicipal Agreement with Town of Bedford for Animal Control Services Backup Material

INTER-MUNICIPAL AGREEMENT
BETWEEN THE TOWNS OF LEXINGTON AND BEDFORD

ANIMAL CONTROL OFFICER (ACO)

THIS AGREEMENT dated as of this ____ day of _____, 2015 (“Agreement”) by and between the Town of Lexington, a Massachusetts municipal corporation having a usual place of business at Town Hall, 1625 Massachusetts Avenue, Lexington, MA 02420, acting by and through its Board of Selectmen (also referred to as “Lexington”), and the Town of Bedford, a Massachusetts municipal corporation having a usual place of business at 10 Mudge Way, Bedford, Massachusetts 01730, acting by and through its Selectmen (also referred to as “Bedford”). (Collectively, “Lexington” and “Bedford” shall be referred to as the “Towns” or “Parties”).

WITNESSETH THAT:

WHEREAS, Lexington and Bedford desire to share the services and costs associated with an Animal Control Officer (also referred to as “ACO”); and

WHEREAS, Lexington and Bedford realize that the most cost effective and efficient means of providing a full-time Animal Control Officer is to do so jointly;

WHEREAS, Lexington and Bedford have both appropriated funds in their respective Fiscal Year 2016 budgets to provide animal control services;

WHEREAS, Lexington and Bedford have voted to authorize Intermunicipal Agreements pursuant to Mass. General Laws Chapter 40, Section 4A at their Annual Town Meetings;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

A. Work Schedule.

1. A full-time 40-hour per week ACO will be hired by the Town of Bedford with input from the Town of Lexington, including an opportunity to comment on the candidates’ resumes and interviews. All necessary steps in the hiring process and maintenance of employee records will be the responsibility of the Town of Bedford.
2. The ACO’s regular work week will, on average, consist of 28-hours in Lexington and 12-hours in Bedford. In the event of overtime hours, the community generating the overtime work will cover the additional payroll expense.
3. Either Town may request of the other extra hours to cover emergency situations or heavier workloads that may be seasonal. Hours to be “paid back” to the other Town shall be at the discretion and agreement of the Towns’ Chiefs of Police.
4. An annual performance evaluation of the ACO will be prepared by the Town of Bedford with input from the Lexington Police Chief or his designee.
5. The holiday schedule for the ACO will follow that of the Town of Bedford without consideration of which Town is losing the hours for that particular week.

B. Benefits.

1. Bedford shall provide all ACO benefits to which he/she is entitled under standard personnel practices of Bedford. Both parties agree to allow the ACO enjoy such vacation, sick days, personal days and other leave as he may be entitled to receive under standard personnel practices of Bedford. Neither party shall make any demand on the ACO or take any action with respect to them that is in violation of their rights under standard personnel practices of Bedford or under any applicable legislation. Should the ACO file for unemployment insurance benefits or workers' compensation benefits, Bedford and Lexington will share the costs (see item B-3 below).
2. **Retirement Benefits.** The ACO will be a member of the Middlesex County Retirement System, assuming eligibility requirements are met. As part of Lexington's annual payment, Lexington will pay the agreed upon prorated normal cost and other retirement benefits toward the pension/retirement costs of the ACO in accordance with Paragraph B.3 below.
3. Prorated costs will, when possible, be divided 70% payable by Lexington and 30% payable by Bedford.
4. Each town will reimburse the ACO for out of pocket miscellaneous expenses, as needed, based on the community generating such expenses. Mileage accrued with a personal vehicle providing a Town with ACO services will be reimbursed at the usual Federal rate.

C. Service Area and Equipment.

1. The ACO will be responsible for animal control within the geographic boundaries of Lexington and Bedford. The Town of Lexington will provide an animal shelter (with office) at 15 Westview Street, Lexington. Lexington will pay for the routine water & sewer, electric, heating and internet expenses for the shelter.
2. Lexington will provide a suitable vehicle for animal control activities. The vehicle will be used for official Lexington/Bedford animal control and police operations only, with the understanding that mutual aid may be provided to neighboring communities. The ACO vehicle is not intended to be a "take home" vehicle and subject to Lexington's "Vehicle Use" policy. Bedford will pay for the routine fueling and servicing of the ACO vehicle.
3. Bedford and Lexington will share mutual expenses for equipping the ACO vehicle and shelter with the understanding that equipment unique to either community will be paid for by that Town. When necessary, major repair or replacement costs to either the shelter or ACO vehicle will be discussed by the Towns' Police Chiefs with a suitable plan submitted to the Town Managers for approval.
4. The ACO will wear the uniform issued by the Town of Bedford. A shoulder patch for Bedford Police and Lexington Police will be worn.

D. Duties.

1. In general, the duties and responsibilities of the ACO are described in the job description attached hereto as Appendix C and full incorporated herein. Changes to the job description will be made with the approval of each Town's Chief of Police.

2. The primary supervisor of the ACO will be the Bedford Chief of Police, or his designee. While performing ACO services in the Town of Lexington, the ACO shall be under the direction and control of the Lexington Chief of Police, or his designee.
3. The Town's Chiefs of Police, or designees, should meet as needed but no less than annually, to discuss the ACO services provided in each community. The goal of this cooperative agreement is to achieve public safety as well as a safe and healthy environment for animals.

E. Term. The term of this Agreement shall commence on the date of execution hereof and shall be for a term not to exceed five years, subject to the appropriation by the Towns, unless earlier terminated as set forth herein. On or before May 1st of each year during the Term of this Agreement, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

F. Cost of Operations. Lexington and Bedford shall assume their respective shares of the costs associated with a common ACO as shown in Appendix A upon the effective date of this Agreement prorated for the remainder of the current fiscal year. Shared expenses under this Agreement will include, but not necessarily be limited to, the following expenses attributable to the ACO's: employee salary, benefits, Medicare tax, Worker's Compensation, liability insurance, membership in professional associations, and recruitment costs.

Bedford shall employ the ACO and pay all reasonable and customary salaries and operating expenses. Lexington shall contribute its share of the associated salaries and costs for this position by paying to Bedford an amount as required by the terms and conditions of this Agreement and said Appendix A. Payments to Bedford shall be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1).

Bedford shall adjust the compensation it pays the ACO as it may elect to do in accordance with its standard personnel practices, and it shall give prompt written notice to Lexington of any such adjustment.

To provide Lexington with certainty in planning its budget for the ACO, Lexington's payment to Bedford each fiscal year shall be established and fixed by January 15, prior to the start of the fiscal year for all fiscal years commencing after the effective date of this Agreement. Within 90 days of the close of each fiscal year, Bedford will provide the Town of Lexington with an analysis of actual staff and office expenses for the prior fiscal year. Any amount over or under the amount paid by Lexington will be adjusted in the subsequent year's payment by Lexington.

G. Indemnification. Notwithstanding the final sentence of M.G.L. c. 40, § 4A, and to the extent permitted by law, the Town of Bedford agrees to indemnify the Town of Lexington, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Animal Control Officer pursuant to the Agreement in or on behalf of the Town of Bedford for any claim of liability, loss, damages, costs (including attorney fees) and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Animal Control Officer while performing services for the Town of Bedford; and the Town of Lexington agrees to indemnify the Town of Bedford, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Animal Control Officer pursuant to the Agreement in or on behalf of the Town of Lexington for any claim of liability, loss, damages, costs (including attorney fees) and expenses for personal injury or damage to

real or personal property by reason of any negligent act or omission by the Animal Control Officer while performing services for the Town of Lexington. As to any claim or occurrence, the express indemnification set forth above shall be Town-specific: Bedford's obligations shall be limited to the services provided for Bedford; Lexington's obligations shall be limited to the services provided for Lexington. The indemnifying Town's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the indemnifying Town. The indemnifying Town shall not be liable to the extent of any claim covered by any insurance policy.

- H. Termination.** This Agreement may be terminated by either Party for any reason or no reason on one-hundred eighty (180) days written notice to the other, unless the Parties agree otherwise. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The Parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.
- I. Assignment.** Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.
- J. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.
- K. Waiver.** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- L. Amendment.** This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.
- M. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.
- N. Headings.** The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
- O. Notices.** Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.
- a. To Bedford. Any notice to Bedford hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Richard T. Reed, Town Manager
Bedford Town Hall
10 Mudge Way
Bedford MA 01730

or to such other address(es) as Bedford may designate in writing to Lexington.

b. To Lexington. Any notice to Lexington hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Carl F. Valente, Town Manager
Lexington Town Hall
1625 Massachusetts Avenue
Lexington, Massachusetts 02420

or to such other address(es) as Lexington may designate in writing to Bedford.

P. Complete Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other Party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

Q. Financial Accounting and Reporting. Bedford shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Bedford shall maintain accurate and comprehensive records of all costs incurred by or on account of the Animal Control Officer, and all payments received from Lexington. An annual financial statement will be issued by Bedford to Lexington within 120 days of the end of the fiscal year.

WITNESS OUR HANDS as of the first date written above.

TOWN OF BEDFORD
By its Selectmen

TOWN OF LEXINGTON
By its Board of Selectmen

Appendix A

Animal Control Officer Annual Compensation

<u>Community</u>	<u>Percent</u>	<u>Hours</u>	<u>Rate</u>	<u>FY2016 Compensation</u>
Bedford	30%	12	\$32 / hr	\$20,044.80
Lexington	70%	28	\$32 / hr	\$46,771.20

Bedford will cover routine gasoline and service costs for the ACO vehicle and cover uniform costs.

Lexington will provide the animal shelter, covering routine utility expenses, and provide the ACO vehicle.

Animal Control Officer Estimated Fringe Benefit Costs

	<u>FY2016</u>	<u>FY2017</u>
Estimated Annual Compensation Rate	66,816.00	68,820.48
Benefits		
Health Insurance	-	-
Dental Insurance	-	-
OPEB	1,575.14	1,614.52
Medicare	968.83	997.90
Retirement	2,265.06	2,333.01
Workers Comp Insurance	372.00	390.60
Total Benefits	<u>5,181.03</u>	<u>5,336.03</u>
Total Salary/Benefits	<u>71,997.03</u>	<u>74,156.51</u>
Bedford 30%	21,599.11	22,246.95
Lexington 70%	50,397.92	51,909.56

Appendix B
Town of Bedford/Lexington
Animal Control Officer Position Description

Job Title: Animal Control Officer
Department: Police Department
FLSA: Non-Exempt

Job Classification: M13
Location: Police Department
2 Mudge Way

DESCRIPTION:

The Animal Control Officer for the Towns of Bedford/Lexington responds to calls from residents and town personnel concerned about animals, including but not limited to pets, farm animals, beekeepers, feral cats and wildlife within the community. The Animal Control Officer is responsible for investigating and enforcing the local By-laws and State statutes (MGL c. 134 §2 and MGL c. 140 §157) pertaining to animals and stray and vicious dogs in the community. He / she also apprehends and impounds loose dogs, enforces annual dog licensing, monitors animal quarantine, investigates and makes recommendations on incidents of dog nuisance and vicious behavior, and keeps incident reports. The Animal Control Officer plays a vital role in controlling the serious adverse consequences of rabies, as well as an important role in public health education concerning animals including dogs or concerns about encounters with coyotes, turkeys or other nuisance wildlife. A detailed daily log is maintained for the Police Chiefs and the Town Managers.

SUPERVISION RECEIVED:

Works under the general supervision of the Police Chiefs.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The Animal Control Officer performs the following duties:

- Primary Animal Inspector for the town, including but not limited to completing the annual barn book requirements.
- Maintains a complete, accurate and detailed daily log of activities including all calls and correspondences with the public.
- Conducts routine and random street patrol to locate stray animals and promptly captures animals and transports them to an animal shelter
- Writes and communicates on a professional manner with citizens and Town officials.
- Responds to calls from Bedford/Lexington residents related to animal concerns or violations of animal control by-laws, including but not limited to, animals running at large, bites, property damage or injuries. Resolves complaints in a timely and amicable manner.
- Investigates fully reports of abuse, neglect, cruelty or mistreatment of animals.
- Conducts routine and random patrols of roads, schoolyards, bus stops, playgrounds and other public facilities for dogs in violation of MGL c. 140 §s 136A through 174D and Town Bylaw Article 36 – Dog Regulations and applicable town bylaws and Acts of Town Meeting as it applies to animals.
- Captures (destroys when necessary) animals that possess a real or perceived threat to the community.
- When it is necessary to test a suspect animal for rabies due to potential human exposure, assist Bedford / Lexington public health by coordinating efforts with a local veterinarian to collect, prepare and transport the specimen to the MDPH lab. Example specimens would be a suspect rabid skunk, raccoon, bat or other animal as necessary.
- Serves criminal or civil notices related to enforcement of animal control ordinances.
- Arranges for the impounding, feeding, and release of stray dogs.

- Attends to injured animals, obtaining treatment when necessary.
- Disposes of deceased dogs in conformance with state and local laws.
- Insures that all dogs are properly licensed in accordance with the records maintained by the Town Clerks; issues citations and or prosecutes unlicensed dogs (MGL c. 140 §137 and §151A).
- Reviews annually the dog census with the Town Clerks and identifies previously unlicensed dogs.
- Enforces the leash law (MGL c. 140 §167).
- Enforces regulations of the Commonwealth of Massachusetts and By-Laws of Bedford and Lexington.
- Works with the Bedford/Lexington Boards of Health in carrying out public mandates related to rabies control, (MGL c. 140 §145A).
- Works with Bedford / Lexington Board of Health in Animal permitting process by conducting inspections for activities related the keeping of animals. Inspections may include barns, coops, beekeeper hives or animal enclosures for farm animals, horses, chickens, llamas, goats and other related animals.
- Works with the Bedford/ Lexington Board of Health in the Animal permitting process for the keeping of laboratory animals such as mice, rats, primates, pigs or other related animals used in research.
- Maintains normal availability by radio or telephone for consultation or emergency matters.
- Maintains a schedule for emergency coverage of animal control services.
- Maintains complete incident reports on dog bites, nuisance calls etc. and all data required by state law. Forwards information to the Boards of Health.
- Works with humane societies, veterinarians and general public to place unclaimed dogs.
- Assist in filing complaints at District Court for non-payment of Citations and prepares proper documentation for presentation at court.
- Conducts, when necessary, public relations programs in order to foster public awareness regarding animal control and humane treatment of animals; work closely with the media, public interest groups and businesses to promote improved care and control of animals.
- Responds to phone inquiries regarding animal control issues.
- Attends training to advance skills and knowledge, as needed.
- Attends staff meetings and any dog complaint hearings before Boards of Selectmen.
- Independently travel to various work related locations.
- Prepare written reports and maintain efficient and effective records.
- Operate assigned equipment and vehicles.
- Maintain a daily log of activities. Prepares monthly and annual reports of activities.
- Respond to general public requests.
- Clear and concise written and oral communication.
- Walk, run, stand or sit for extended periods of time.
- Frequent periods of strenuous physical exertion.
- Lift and carry animals.
- React quickly to a variety of emergency situations.
- Climb stairs.
- Bend, scoop, kneel, crawl, and squat for extended periods of time.
- Wear personal protective equipment and clothing such as eye, foot and or hand protection.
- Vision dexterity including close, distance, color and peripheral vision.
- Tolerate a high level of noise.
- Work closely with injured animals.
- Expose oneself to harsh condition (rain, snow and or ice) associated with outdoors working conditions.
- Works an assigned schedule using own judgment in deciding course of action being expected to handle difficult and emergency situations without assistance.
- Maintains contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provides general information about department activities.

- Participates in emergency preparedness efforts by reviewing plans for residents who may need to bring a pet to a town wide warming center, charging / information center / shelter.
- Be a resource for questions about service animals in public places.

QUALIFICATIONS:

Become vaccinated with Rabies Prophylaxis Medication.

ESSENTIAL KNOWLEDGE:

Employee must have knowledge of the following:

- Principals and procedures of animal control, care and maintenance.
- Applicable Federal, State and local laws, codes and regulations.
- Basic methods of animal collection and impoundment.
- Euthanasia techniques and procedures
- Report writing and preparation.

ESSENTIAL FUNCTIONS OF THE JOB:

Due to the nature of this position, the candidate must have the following abilities:

- Lift and carry animals varying distances.
- Frequent periods of strenuous physical exertion.
- Operate assigned equipment and vehicles.
- Maintain a daily log of activities.
- The ability to independently travel to various work related locations is required 100% of the employee's time.
- Keep Town owned (Lexington and Bedford) vehicle, shelter and other equipment clean. Report damage and maintenance needs through the chain of command (Lexington/Bedford).
- Testify in court or other formal hearings as required regarding enforcement of state laws, citations, and town by-laws.
- Prepare annual reports of animal control activities.
- Animal Control Officers shall be courteous when dealing with the public at all times. They shall contact dispatch for any matters requiring police assistance.

ADDITIONAL FUNCTIONS OF THE JOB:

- Attends meetings in the evening.
- Attends staff meetings, when requested.
- Attends training, when requested.

PHYSICAL AND ENVIRONMENTAL DEMANDS:

The physical and environmental demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job.

- Normal office environment, may spend extended periods at terminal, on telephone, or operating other office machines, requiring eye-hand coordination and finger dexterity.
- Frequently subject to extremes in temperature with unavoidable exposure to inclement weather and a variety of hazardous conditions such as humidity, rain, sleet, snow and wind, noise, odors, etc.
- May work near moving mechanical parts, high volume traffic and in high or precarious places.
- Regular interruptions to assist staff and / or citizens.
- Regular lifting and carrying of animals, files, documents, records, etc.
- Travel by town owned automobile throughout the town and to neighboring towns.

EXPERIENCE AND TRAINING GUIDELINES:

The employee must possess any combination of experience and training that would likely provide the required knowledge and abilities. Typically that combination would be:

Experience:

Over three months up to and including one year.

Formal Education:

Duties may involve intermittent exposure to work situations requiring relatively broad scope of basic knowledge, i.e., ability in simple bookkeeping, posting and filing functions; working knowledge of trades or crafts; operational ability with typewriter, adding machine, photocopiers, etc. Equal to completion of four years of high school.

Training:

Supplemental courses, training and or education in dog handling, behavior or related field is highly desirable.

SPECIAL REQUIREMENTS:

Must possess, or be able to obtain by hire, a valid Class D State Driver’s License. State certification, or be able to obtain by hire, is required.

TOOLS AND EQUIPMENT USED:

Patrol vehicle equipped with blue lights and siren, animal capture equipment, handgun, police radio, pager, first aid equipment, personal computer and other appropriate equipment.

SELECTION GUIDELINES:

Formal application; review of education and experience; appropriate testing; oral interview; background check; final selection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL: _____
Employee

APPROVAL: _____
Bedford Town Manager as Appointing Authority

EFFECTIVE DATE: _____

CREATED BY: James G. Hicks, Police Chief
Richard T. Reed, Town Mgr.
Joanne Marks, HR Administrator

CREATION DATE: July 8, 1998

REVISED: September 3, 2015 Chief RB