

Thomas M. Bowes  
President  
District 3

Shannon L. Hume  
At Large

CHARLES B. Ryan  
At Large

CHARLES C. Kokoros  
District 1

JOHN C. MULLANEY  
District 2



Sean E. Powers  
Vice President  
At Large

Stephen C. O'Brien  
District 4

Michael J. Owens  
District 5

PAUL "DAN" CLIFFORD  
District 6

## OFFICE OF THE TOWN COUNCIL - AGENDA -

**October 6, 2015** • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30<sup>PM</sup>

### PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

### ANNOUNCEMENTS

- 060 15 Council President: Recognition - Travel Basketball Team
- 059 15 Councilor Hume: Braintree Rotary Club Spelling Bee, Oct. 17<sup>th</sup>

### APPROVAL OF MINUTES

- September 15, 2015

### CORRESPONDENCE

### CITIZEN CONCERNS/COUNCIL RESPONSE

### COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

### OLD BUSINESS

- 15 037 Mayor: Conveyance of Property or take up any action relative thereto (no PH needed)
- 033 15 Council President: Town Auditor Job Posting or take up any action relative thereto

### NEW BUSINESS

None

### Refer to Committee on Ways & Means

- 15 038 Councilor Clifford: Chapter 134 of the Acts of 2008 – Extension or take up any action relative thereto (formerly Council Order 14 014)
- 15 039 Mayor: Prior Fiscal Year Unpaid Bill or take up any action relative thereto (PH Oct 20)

**Topics the Chair does not reasonably anticipate will be discussed**

### UPCOMING MEETINGS:

Committee on Ordinance & Rules - **MONDAY, OCTOBER 19, 2015@ 6:30pm**

Next Council Meeting - **TUESDAY, OCTOBER 20, 2015@ 7:30pm**

### ADJOURNMENT

Thomas M. Bowes  
President  
District 3

Shannon L. Hume  
At Large

CHARLES B. Ryan  
At Large

CHARLES C. Kokoros  
District 1

JOHN C. MULLANEY  
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Sean E. Powers  
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## OFFICE OF THE TOWN COUNCIL

### September 15, 2015

## MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, September 15, 2015 beginning at 7:30p.m.

Council President Bowes was in the chair.

The Clerk of the Council conducted the roll call.

Present: Thomas Bowes, President  
Sean Powers, Vice President  
Paul Dan Clifford  
Shannon Hume  
Charles Kokoros  
John Mullaney  
Stephen C. O'Brien  
Michael Owens  
Charles Ryan

Also Present: Joseph C. Sullivan, Mayor  
Mike Coughlin, Chief of Staff  
Edward Spellman, Finance Director  
Richard Walsh, Veterans Agent  
Major Michael Schuler  
Ann Toland, Marge Crispin Center

### APPROVAL OF MINUTES

#### • August 18, 2015

**Motion:** by Councilor Powers to Approve Minutes of August 18, 2015

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

#### • September 1, 2015

**Motion:** by Councilor Powers to Approve Minutes of September 1, 2015

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

## **CORRESPONDENCE**

- 049 15 Council President: Recognition – Braintree Summer Travel Baseball Team
- 052 15 Council President/Councilor Clifford: Recognition - Major Michael Schuler

## **ANNOUNCEMENTS**

- 048 15 Councilor Clifford: United States Submarine Veterans, October 3<sup>rd</sup>
- 053 15 Councilor Mullaney: Run for the Roses, September 20<sup>th</sup>
- 055 15 Councilor Hume: BHS Athletic Association Golf Tournament, September 19<sup>th</sup>
- 056 15 Councilor Kokoros: Bizokas Golf Tournament, October 2<sup>nd</sup>
- 058 15 Council President: Flu Clinic, October 4<sup>th</sup>

## **CITIZEN CONCERNS/COUNCIL RESPONSE**

- 057 15 Councilor Mullaney: Discussion - Tree Cutting

Councilor Mullaney said the tree take down on Hawthorn Road could have been done better. He suggested responsibility lie with the Mayor's office. A possible letter of understanding be written up.

Councilor Mullaney made a motion that this issue be sent to the Committee on Ordinance & Rules to discuss what can be done in the future.

**Motion:** by Councilor Mullaney to forward to the Committee on Ordinance & Rules

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

## **COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS**

- 051 15 Council President/Councilor O'Brien: Travel Policy – Training/Seminar

**Motion:** by Councilor Powers to Approve Travel

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

## **OLD BUSINESS**

- 15 027 Retirement Board Members Compensation or take up any action relative thereto (**Public Hearing for the proposed Ordinance change**)

Motion by Councilor Powers to Open Public Hearing for Order 15 027

**Motion:** by Councilor Powers

**Second:** by Councilor Ryan

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

Council President Bowes asked if any member of the Council or General Public want to speak on Order 15 027?

Councilor Clifford, Chairman of the Committee on Ordinance & Rules stated this Order 15 027 was TABLED at the Committee on Ordinance & Rules meeting until some questions can be answered from the Town Solicitor at the Ordinance & Rules meeting on September 9, 2015.

The Committee on Ordinance & Rules held a meeting on September 9, 2015. The following was discussed and voted:

The Retirement Board members are volunteers. Volunteers should not get a stipend. This could make other volunteers in the Town start to look for stipends.

The Requested Motion is the following:

*That the Town vote to accept the provisions of M.G.L. c. 32, s. 20(6), as amended by Section 34 of Chapter 176 of the Acts of 2011, to allow the elected and appointed members of the Braintree Contributory Retirement Board to receive a stipend of not less than \$3,000 nor more than \$4,500 per year.*

At the O&R meeting on Sept. 9 the committee members voted to recommend **UNFAVORABLE** action to the full Council. The vote was For (4), Against (0), Abstain (1-Owens).

The Full Council met on September 15, 2015. The Chairman of the Committee on Ordinance & Rules, Dan Clifford stated the Retirement Board was requesting a small stipend. We voted on September 9, 2015 recommend UNFAVORABLE action to the full Council. We did not want to set a precedent.

Motion by Councilor Powers to Close Public Hearing for Order 15 027

**Motion:** by Councilor Powers

**Second:** by Councilor Ryan

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

The full Council did not hold a vote on this. They accepted the UNFAVORABLE recommendation from the Committee on Ordinance & Rules.

- 14 022 Council President: Update of Chapter 5-565: Peddling & Solicitation (Former By-Law chapter 5.32) or take up any action relative thereto (**PUBLIC HEARING**)

Motion by Councilor Powers to Open Public Hearing for Order 14 022

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

Council President Bowes asked if any member of the Council or General Public want to speak on Order 14 022?

Council President Bowes referred to Councilor Clifford (Committee Chair) for Committee on Ordinance & Rules for recommendation.

Chairman Clifford stated there were conflicts with fines and other amendments that needed to be made to this Council Order 14 022.

Carolyn Murray, Town Solicitor was present at the meeting to advise on the amendments.

Committee on Ordinance & Rules recommended FAVORABLE action to the full Council.

Councilor Hume asked if the Committee worked with the Police Department on this. Councilor Clifford replied yes Chief Jenkins gave us recommendations.

Councilor Kokoros stated the Public Safety Committee will see to it residents get informed and to recognized the lanyard as an authorized solicitor in Braintree.

Richard Walsh, Veterans Agent stated a safety concern has been taking place with individuals calling the phone saying they are Police, Fire, the Mayor or Dick Walsh of Veteran Services and ask to put a check in an envelope taped to your front door. This is a Scam. Do not do this ever!

Motion by Councilor Powers to Close Public Hearing for Order 14 022

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

Motion by Councilor Powers to Accept Order 14 022 as discussed and amended.

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

Motion by Councilor O'Brien Amend the Approved Council Order 14 022

**Motion:** by Councilor O'Brien

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

**Section 5.565.050 Solicitation and Canvassing, D. Registration, 1. i**

- i. Each applicant or individual canvasser/solicitor must sign a release authorizing the Town of Braintree, acting by and through the Police Department or the Licensing Coordinator for the Board of License Commissioners, to process a Criminal Offender Record Information (C.O.R.I.) report for each individual canvasser/solicitor that has been completed in the past 60 days. **Each C.O.R.I. will cost the applicant or entity \$75.00, payable to the Town of Braintree.** If any applicant or individual canvasser/solicitor is from outside of Massachusetts, said applicant. Individual canvasser or solicitor shall provide a certified copy of said individual canvasser's or solicitor's equivalent Criminal Offender Record Information issued by said canvasser's or solicitor's state of resident for each of the seven years preceding the date of application. Applicants or individual canvassers/solicitors who have been convicted (found guilty) of any of the following offenses within the past seven years are prohibited from canvassing or soliciting in Braintree: burglary, drug distribution, level 2 and level 3 sex offenders, breaking and entering, larceny, robbery, receiving stolen property, assault, fraud, sexual misconduct, and unlawfully carrying weapons;

Motion by Councilor O'Brien to Amend 5-565 D. 1. i Council Order 14 022

**Motion:** by Councilor O'Brien

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

- 15 034 Mayor: Salt Shed Replacement Transfers or take up any action relative thereto (PUBLIC HEARING)

Motion by Councilor Powers to Open Public Hearing for Order 15 034

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

Council President Bowes asked if any member of the Council or General Public want to speak on Order 15 034?

Chairman Mullaney of the Committee on Ways & Means stated the committee recommends favorable action to the full Council on Order 15 034. The previous Salt Shed collapsed this past winter. The new Salt Shed measures 60 x 96 feet. Both the footprint and height are larger than previous. It will be a modular pre-fabricated unit.

Motion by Councilor Powers to Close Public Hearing for Order 15 034

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

Motion: That the Town appropriate the amount of Three Hundred and Fifty Thousand Dollars (\$350,000) for the purpose of paying for the replacement of the town salt shed at the DPW yard. To meet this appropriation the sum of One Hundred and Seventy-Nine Thousand Six Hundred Seventy-One Dollars and Fifty-Two Cents (\$179,671.52) be transferred from the Town's Insurance recovery account and the sum of One Hundred and Seventy Thousand Three Hundred Twenty- Eight Dollars and Forty- Eight Cents of \$170,328.48 be transferred from the Building Capital Stabilization fund for a total of \$350,000.00 to the DPW Facilities and Equipment Maintenance Program 02\ Building Repair account.

Motion by Councilor Powers to Approve Order 15 034

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

- 033 15 Council President: Town Auditor Job Posting or take up any action relative thereto  
This item was TABLED at the Committee on Ways & Means to further discuss the posting of this job.

### **NEW BUSINESS**

- 15 036 Town Clerk: Call to the Town Election November 3, 2015 (Same Night Action Required)  
No Council Member opposed Same Night Action.

Motion: **TOWN CLERK, CALL OF THE REGULAR TOWN ELECTION, NOVEMBER 3, 2015.**

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, THE TOWN OF BRAINTREE IS HEREBY REQUIRED TO NOTIFY AND WARN THE INHABITANTS OF SAID TOWN WHO ARE QUALIFIED TO VOTE IN THE REGULAR TOWN ELECTION ON TUESDAY, NOVEMBER 3, 2015 FROM 7:00 AM TO 8:00 PM, TO VOTE AT THE POLLING PLACES IN THEIR RESPECTIVE PRECINCTS FOR THE FOLLOWING PURPOSE:

To cast their votes on the official ballot for: One (1) Mayor for a term of four years; Three (3) Councilors-At-Large for a term of two years; Six (6) District Councilors for a term of two years; Three (3) School Committee members for a term of four years; Five (5) Trustees Thayer Public Library for a term of four years; One (1) Municipal Lighting Board members for a term of four years; and Two (2) Housing Authority members for a term of four years.

Motion by Councilor Powers to Approve Order 15 036

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (9), Against (0), Absent (0), Abstain (0)

**Refer to the Committee on Ways & Means**

- 15 037 Mayor: Conveyance of Property – Lot 99

**Refer to the Committee on Public Safety**

- 050 15 Discussion: Lyme Disease and Deer Population in Braintree
- 054 15 Discussion: Commission on Disabilities Proposal to Establish a Campaign on Community Accessibility

**Topics the Chair does not reasonably anticipate will be discussed**

UPCOMING MEETINGS:

Next Council Meeting - **TUESDAY, OCTOBER 6, 2015@ 7:30pm**

**ADJOURNMENT**

It was unanimously voted to adjourn the meeting at 9:32p.m.

Respectfully submitted,

Susan M. Cimino

Clerk of the Council

**Documents provided for Meeting**

- August 18, 2015 Council Meeting Minutes
- September 1, 2015 Council Meeting Minutes
- 057 15 Councilor Mullaney: Discussion - Tree Cutting
- 051 15 Council President/Councilor O'Brien: Travel Policy – Training/Seminar
- 15 027 Retirement Board Members Compensation
- 14 022 Council President: Update of Chapter 5-565: Peddling & Solicitation (Former By-Law chapter 5.32)
- 15 034 Mayor: Salt Shed Replacement Transfers
- 033 15 Council President: Town Auditor Job Posting or take up any action relative thereto
- 15 036 Town Clerk: Call to the Town Election November 3, 2015

## **Recognition Certificates, Oct. 6, 2015**

Travel Basketball 5th Grade A Team

Head Coach: Pacharo Mede

Asst Coaches: Jim Rust, Siy Rivers, Erik Curtis

Marshfield Hardwood Thanksgiving tournament champions

Kingston Sports center holiday tournament champions

Mass premier holiday Jamfest tournament champions

South Shore league regular season champions

South shore league playoff tournament champions

Massachusetts final 4 participant

a 35-4 season record

### Team Members

#1 -Mike Mercer

#2 – Matt Shaughnessey

#3 -Nate Mede

#4 -Aidan Aubertine

#5 -Kyle Nuzzo

#13 -Tyler Curtis

#15 -Cohen Drainville

#20 -Sheron Rivers

#22 -Kevin Devine

#23 - James Rust

#32 -Danny Hannigan

#33 – Matt Coe

Braintree Rotary Club & South Shore Plaza present

*Look What's Buzzing!*



# Great Grown-Up Spelling Bee

October 17, 2015

## REGISTRATION FORM

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- Register a Team of 4 - \$300.00 Team name: \_\_\_\_\_  
 Sponsor a Round - \$300.00 (includes full page in program Book and signage during the "Round")

### Purchase Extra Chances

Free Turn (\$25)

(extra chances may be purchased the day of the event also)

### Program Book Advertising

- Front Inside Cover (\$300)  Back Inside Cover (\$300)  
 Full Page (\$200)  Half Page (\$100)  Alphabet Sponsor (\$25)  
 ad enclosed  will email ad  re-use last year's ad  
 email ad to: [maryannegottfried@mvgconsulting.net](mailto:maryannegottfried@mvgconsulting.net)

- Banner Sponsor (your banner displayed at Center Court of the South Shore Plaza on the day of the event) \$250.00

Please complete the Registration Form and mail to:

**Great Grown Up Spelling Bee**

**Braintree Rotary Club P.O. Box 850082 Braintree, MA 02185**

**Questions? E-mail [coneill@nettelone.com](mailto:coneill@nettelone.com)**

Checks should be made payable to **Braintree Rotary Foundation.**

**Deadline Date: October 1, 2015**



#15-037

Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184

RECEIVED TOWN CLERK  
BRAintree, MA  
2015 SEP 15 PM 4:31

Michael T. Coughlin  
Chief of Staff

Joseph C. Sullivan  
Mayor

To: Thomas Bowes, President Town Council  
Susan Cimino, Clerk of the Council  
James Casey, Town Clerk

From: Michael T. Coughlin, Chief of Staff

Cc: Joseph C. Sullivan, Mayor  
Edward J. Spellman, Director of Municipal Finance

Date: September 14, 2015

RE: Motion to Accept Donation / Conveyance of Property

Mr. William Cook of Mashpee, Massachusetts, and his brothers Robert M. Cook of Whitman, and James A. Cook III of Cohasset, as tenants in common, seek to donate their rightfully owned property, located on Plymouth Road in Braintree, to the Town of Braintree. Although Mr. William Cook had originally sought to build on this currently vacant lot, he was not able to develop the necessary road access / frontage to permit a structure. The Cook brothers jointly seek to donate their property, identified on the assessors map as parcel id #1055-0-99, located at the end of Plymouth Road to the Town of Braintree. All property taxes will be current with the donation of this property.

The Town supports this donation of property and asks for your consideration and approval of the following motion:

**MOTION:**

That the Town of Braintree authorize the Assessor and Treasurer Collector's Offices, with the approval of the Town Solicitor, to accept the donation and conveyance of property as deeded jointly by William James Cook, Robert M. Cook and James A Cook, to the Town of Braintree; said property is identified on the assessors map as parcel id #1055-0-99, Book #18424, Page 021, Deed Date of 03/14/2003, located at the end of Plymouth Road in the Town of Braintree, and to further authorize the Board of Assessors to remove said property as taxable property from the tax rolls of the Town, and to further authorize the Mayor to execute any documents needed to carry out this order.

Thank you for your attention to this matter.

Expended Amounts by Fiscal Year:

FY 2015 \$39,462.50

FY 2014 \$46,668.75

FY 2013 \$43,106.25

FY 2012 \$32,150.00

FY 2011 \$34,281.25

FY 2010 \$66,843.75

FY 2009 \$36,000.00

The previous contract caps the auditing services at \$74,000.

033 15  
(2012 advertisement)

An RFP was put out in 2012. The Town Auditor Job Description requires the person to be a CPA therefore an RFP is not needed. The only reason to put out an RFP is to be more transparent.

## Town of Braintree Town Auditor – Position

The Town Council of the Town of Braintree is seeking a qualified individual or firm to provide auditing services. The Auditor will be responsible for monitoring the Town's finances. The Auditor will work with the Town's Director of Finance and other Town officials to provide proper checks and balances with respect to finances. The individual or firm must be a certified public accountant and have extensive financial experience, preferably with municipalities. This position is subject to M.G.L. c.30B, §§ 5 or 6 bidding requirements. Resume and/or proposals should be mailed in its own sealed envelope marked "Resume/Proposal" in the lower left hand corner. In a separate sealed envelope that is to be marked with the words "Compensation/Fee Schedule" in the lower left hand corner. Both envelopes should be mailed to the Braintree Town Council, Attention: Clerk of the Council, One JFK Memorial Drive, Braintree, MA 02184 by February 29, 2012. AA/EOE.



## TOWN COUNCIL

### TOWN AUDITOR

#### NATURE OF WORK:

The Town Auditor shall conduct, or cause to be conducted, financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The Town Auditor shall make periodic reports to the Town Council in such detail and with such frequency as the Town Council shall, by ordinance, by rule or by other vote, direct. All officials of the Town shall cooperate with the Town Auditor in the performance of this audit function. The Town Auditor shall have such other powers and duties as may be provided by the charter, by ordinance or by other vote of the Town Council.

The Auditor will conduct financial and operational/performance audits of Town agencies/departments and provide regular reports to the Town Council.

#### SUPERVISION:

Reports to the President of the Town Council (*directly*) AND All Councilors (*indirectly*)

#### JOB ENVIRONMENT:

Works under typical office conditions with minimal physical effort.

#### ESSENTIAL FUNCTIONS:

*(The essential functions or duties listed below 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. Duties are not necessarily in order of importance or frequency of performance.)*

- Performs all duties of the Town Auditor as described in **Chapter 189 of the Acts of 2005**, also known as the "Braintree Charter or "The Charter".
- Conducts performance, operational, and financial audits. Issues detailed audit reports to the Town Council, for the Council to develop an action plan on each audit issue.
- Works with the Town's Chief Financial Officer in the review of current internal controls and the design, development and implementation of enhanced controls.
- On an ongoing basis, examines and reviews incoming and outgoing cash flow of the Town by obtaining evidentiary documentation (e.g. receipts, purchase orders, invoices, etc.)
- Provides analysis to the Councilors on the Mayor's proposed operating and capital budgets. Reviews/analyzes each financial measure proposed by the Mayor and provides a detailed recommendation to the Town Council.
- Conducts special projects and analyses as requested by the Councilors; for example, identifying cost components and cost drivers of various programs, expenditure trend analysis and comparative analyses of revenue and expenses.
- Coordinates the annual third-party independent audit of the Town's books and records resulting in the certification of the Town's annual financial statement. Recommends to the Council the hiring of a third-party independent audit firm and the supporting criteria for the recommendation.
- Reviews the total Town cash reconciliation between the treasurer and the accountant and the data provided to the Dept. of Revenue. This includes all bank accounts, investments and trust funds.
- Conducts an annual physical inventory of any and all Town-owned assets. Reconciles the inventory to Town capital asset records and department procurements back up.

- Attends meetings as requested by the Town Council and the Ways and Means Sub Committee, especially during budget discussions.
- Acts as the Town Council liaison with the administration regarding all financial issues (e.g. appropriation requests, expenditures, etc.) to be discussed during Town Council meetings.
- Reviews certain data prepared by the Assessor's office including the tax rate, recapitulation, tax levy limitation, tax burden shift worksheets, tax classifications and department of revenue estimated receipts and charges.
- When the proposed capital improvement program (CIP) is submitted to the Town Council by the Mayor, as required by the Charter, *section 6-10*, the Town Auditor shall review the proposed CIP and make detailed recommendations to the Town Council.

**KNOWLEDGE, SKILLS AND ABILITY:**

**Knowledge:** Thorough knowledge of the principles and techniques of accounting, including State accounting, auditing and internal controls. Working knowledge of municipal finance and the State/Federal Office of Fiscal Affairs policies/procedures. Considerable knowledge of the principles of business administration.

**Skills:** Excellent communication skills, both orally and in writing. Advanced computer application skills applicable to the Town's accounting software programs. Strong analytical and organizational skills.

**Ability:** Ability to plan, coordinate and conduct periodic audits of the Town's financial operations. Ability to work independently and effect improvements/recommendations in internal controls and financial operations. Ability to prepare complex financial reports and present them to Town Council.

**REQUIRED QUALIFICATIONS:**

- Bachelor's degree in Accounting or Finance required.
- CPA or CPA preferred\*
- 5 years financial experience, through public accounting/auditing (Big 4 a plus) and/or industry experience.
- Strong analytical, written/verbal communication, interpersonal, and relationship building skills.
- Strong Municipal Finance experience preferred.

**\*CPA required (Order 030-11 December 6, 2011 vote of Council)**

Approved by Town Council Date Approved: 8/11/15 Revised 7/14/15 (order 033-15) Classification: Mn-17 Union: N/A
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**GRADE M17**

7/1/2007	\$64,494 - \$74,550
7/1/2008	\$65,486 - \$76,041
7/1/2009	\$65,486 - \$76,041
7/1/2010	\$66,141 - \$76,801
7/1/2011	\$67,463 - \$78,337

<b><u>Town Auditor Costs</u></b>	<b><u>BUDGET</u></b>	<b><u>ACTUAL</u></b>	<b><u>VARIANCE</u></b>
FY2009 (1/9/2009 – 6/30/2009)	\$37,000	\$36,156	\$ 844
FY2010 (7/1/2009 – 6/30/2010)	\$74,000	\$66,844	\$ 7,156
FY2011 (7/1/2010 – 6/30/2011)	\$74,000	\$34,281	\$39,719
FY2012 (7/12011 – 6/30/2012)	\$74,000	\$12,250*	

\*Invoiced through 12/1/2011

NON-BMPA SALARY SCALE  
FY16

Grade							
M-1	W	\$ 761.76	\$ 798.78	\$ 835.63	\$ 872.52	\$ 909.36	
	A	\$ 39,611.33	\$ 41,536.45	\$ 43,452.94	\$ 45,371.20	\$ 47,286.53	
M-2	W	\$ 798.78	\$ 835.63	\$ 872.52	\$ 909.36	\$ 946.19	
	A	\$ 41,536.45	\$ 43,452.94	\$ 45,371.20	\$ 47,286.53	\$ 49,201.86	
M-3	W	\$ 835.63	\$ 872.52	\$ 909.36	\$ 946.19	\$ 983.08	
	A	\$ 43,452.94	\$ 45,371.20	\$ 47,286.53	\$ 49,201.86	\$ 51,120.11	
M-4	W	\$ 872.52	\$ 909.36	\$ 946.19	\$ 983.08	\$ 1,019.95	
	A	\$ 45,371.20	\$ 47,286.53	\$ 49,201.86	\$ 51,120.11	\$ 53,037.20	
M-5	W	\$ 909.36	\$ 946.19	\$ 983.08	\$ 1,019.95	\$ 1,056.80	
	A	\$ 47,286.53	\$ 49,201.86	\$ 51,120.11	\$ 53,037.20	\$ 54,953.70	
M-6	W	\$ 946.19	\$ 983.08	\$ 1,019.95	\$ 1,056.80	\$ 1,093.65	
	A	\$ 49,201.86	\$ 51,120.11	\$ 53,037.20	\$ 54,953.70	\$ 56,869.61	
M-7	W	\$ 983.08	\$ 1,019.95	\$ 1,056.80	\$ 1,093.65	\$ 1,137.91	
	A	\$ 51,120.11	\$ 53,037.20	\$ 54,953.70	\$ 56,869.61	\$ 59,171.40	
M-8	W	\$ 1,019.95	\$ 1,056.80	\$ 1,093.65	\$ 1,137.91	\$ 1,182.10	
	A	\$ 53,037.20	\$ 54,953.70	\$ 56,869.61	\$ 59,171.40	\$ 61,469.09	
M-9	W	\$ 1,056.80	\$ 1,093.65	\$ 1,137.91	\$ 1,182.10	\$ 1,226.42	
	A	\$ 54,953.70	\$ 56,869.61	\$ 59,171.40	\$ 61,469.09	\$ 63,773.81	
M-10	W	\$ 1,093.65	\$ 1,137.91	\$ 1,182.10	\$ 1,226.42	\$ 1,270.66	
	A	\$ 56,869.61	\$ 59,171.40	\$ 61,469.09	\$ 63,773.81	\$ 66,074.43	
M-11	W	\$ 1,137.91	\$ 1,182.10	\$ 1,226.42	\$ 1,270.67	\$ 1,314.81	
	A	\$ 59,171.40	\$ 61,469.09	\$ 63,773.81	\$ 66,074.58	\$ 68,370.36	
M-12	W	\$ 1,182.10	\$ 1,226.42	\$ 1,270.66	\$ 1,314.81	\$ 1,366.44	
	A	\$ 61,469.09	\$ 63,773.81	\$ 66,074.43	\$ 68,370.36	\$ 71,055.10	
M-13	W	\$ 1,226.42	\$ 1,270.66	\$ 1,314.81	\$ 1,366.44	\$ 1,418.09	
	A	\$ 63,773.81	\$ 66,074.43	\$ 68,370.36	\$ 71,055.10	\$ 73,740.42	
M-14	W	\$ 1,270.66	\$ 1,314.81	\$ 1,366.44	\$ 1,418.09	\$ 1,469.68	
	A	\$ 66,074.43	\$ 68,370.36	\$ 71,055.10	\$ 73,740.42	\$ 76,423.41	

M-15	W	\$	1,314.81	\$	1,366.44	\$	1,418.09	\$	1,469.68	\$	1,528.62
	A	\$	68,370.36	\$	71,055.10	\$	73,740.81	\$	76,423.41	\$	79,488.16
M-16	W	\$	1,366.44	\$	1,418.09	\$	1,469.68	\$	1,528.62	\$	1,587.68
	A	\$	71,055.10	\$	73,740.42	\$	76,423.41	\$	79,488.16	\$	82,559.36
M-17	W	\$	1,418.09	\$	1,469.68	\$	1,528.62	\$	1,587.68	\$	1,646.65
	A	\$	73,740.42	\$	76,423.41	\$	79,488.16	\$	82,559.36	\$	85,625.88
M-18	W	\$	1,469.68	\$	1,528.62	\$	1,587.68	\$	1,646.65	\$	1,712.96
	A	\$	76,423.41	\$	79,488.16	\$	82,559.36	\$	85,625.88	\$	89,074.17
M-19	W	\$	1,528.62	\$	1,587.68	\$	1,646.65	\$	1,712.96	\$	1,779.40
	A	\$	79,488.16	\$	82,559.36	\$	85,625.88	\$	89,074.17	\$	92,528.91
M-20	W	\$	1,587.68	\$	1,646.65	\$	1,712.96	\$	1,779.40	\$	1,845.77
	A	\$	82,559.36	\$	85,625.88	\$	89,074.17	\$	92,528.91	\$	95,980.13
M-21	W	\$	1,646.65	\$	1,712.96	\$	1,779.40	\$	1,845.77	\$	1,919.47
	A	\$	85,625.88	\$	89,074.17	\$	92,528.91	\$	95,980.13	\$	99,812.54
M-22	W	\$	1,712.96	\$	1,779.40	\$	1,845.77	\$	1,919.47	\$	1,993.21
	A	\$	89,074.17	\$	92,528.91	\$	95,980.13	\$	99,812.54	\$	103,646.71
M-23	W	\$	1,779.40	\$	1,845.77	\$	1,919.47	\$	1,993.21	\$	2,066.92
	A	\$	92,528.91	\$	95,980.13	\$	99,812.54	\$	103,646.71	\$	107,479.71
M-24	W	\$	1,845.77	\$	1,919.47	\$	1,993.21	\$	2,066.92	\$	2,149.63
	A	\$	95,980.13	\$	99,812.54	\$	103,646.71	\$	107,479.71	\$	111,780.56
M-25	W	\$	1,919.47	\$	1,993.21	\$	2,066.92	\$	2,149.63	\$	2,235.61
	A	\$	99,812.54	\$	103,646.71	\$	107,479.71	\$	111,780.56	\$	116,251.81
M-26	W	\$	1,993.21	\$	2,066.92	\$	2,149.63	\$	2,235.61	\$	2,325.02
	A	\$	103,646.71	\$	107,479.71	\$	111,780.56	\$	116,251.81	\$	120,901.06
M-27	W	\$	2,066.92	\$	2,149.63	\$	2,235.61	\$	2,325.02	\$	2,418.02
	A	\$	107,479.71	\$	111,780.56	\$	116,251.81	\$	120,901.06	\$	125,737.10
M-28	W	\$	2,149.63	\$	2,235.61	\$	2,325.02	\$	2,418.02	\$	2,514.76
	A	\$	111,780.56	\$	116,251.81	\$	120,901.06	\$	125,737.10	\$	130,767.55

033 15  
(2008 advertisement)

Office of the Town Council  
Town of Braintree  
Town Auditor – Position Advertisement

The Town Council of the Town of Braintree is seeking a qualified individual or firm to provide auditing services. The Auditor will be responsible for monitoring the Town's finances. The Auditor will work with the Town's Director of Finance and other Town officials to provide proper checks and balances with respect to finances. The individual or firm must have extensive financial experience, preferably with municipalities. Please send a resume and/or proposals with compensation or fee schedule requirements to Braintree Town Council, Attention: Clerk of the Council, One JFK Memorial Drive, Braintree, MA 02184 by November 4, 2008. AA/EOE.

M.G.L., Chapter 30B, Section 1 exempts the services of a **certified public accountant** from the bidding requirements. If the Council adopts this requirement then the Council could advertise for a certified public accountant to fill the position. If the Council does not adopt this requirement, a full Request for Proposal (RFP) would need to be developed, advertised and be placed on the State's Goods and Services website.

**MOTION: The Town Auditor, as appointed under Section 2-8(a) of the Braintree Charter, shall be required to be a certified public accountant in good standing.**

**\*CPA required (Order 030-11 December 6, 2011 vote of Council)**

**M.G.L., Chapter 30B, Section 1**

Section 1. (a) This chapter shall apply to every contract for the procurement of supplies, services or real property and for disposing of supplies or real property by a governmental body as defined herein.

**(b) This chapter shall not apply to:**

- (1) a contract subject to the provisions of section thirty-nine M of chapter thirty, section 11C or section 11I of chapter 25A or sections forty-four A to forty-four J, inclusive, of chapter one hundred and forty-nine;
- (2) a contract subject to the provisions of sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven;
- (3) an intergovernmental agreement subject to the provisions of section four A of chapter forty;
- (4) a transaction with the commonwealth, except as pertains to subsection (i) of section 16;
- (5) a contract for the purchase of materials, under specifications of the state department of highways, and at prices established by the department, pursuant to advertising and bidding for such purpose, in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety;
- (6) a contract for the advertising of required notices;
- (7) an agreement between agencies, boards, commissions, authorities, departments or public instrumentalities of one city or town;
- (8) an agreement for the provision of special education pursuant to chapter seventy-one B and regulations promulgated pursuant thereto;
- (9) a contract to purchase supplies or services from, or to dispose of supplies to, any agency or instrumentality of the federal government, the commonwealth or any of its political subdivisions or any other state or political subdivision thereof;
- (10) the issuance of bonds, notes or securities in accordance with procedures established by law;
- (11) contracts and investments made in accordance with sections fifty-seven or fifty-seven A of chapter thirty-five or sections sixty-seven or sixty-seven A of chapter forty-four;
- (12) a contract for the procurement of insurance or surety bonds, including an agreement subject to the provisions of sections one to sixteen, inclusive, of chapter forty M or the provisions of sections twenty-five E to twenty-five U, inclusive, of chapter one hundred and fifty-two;
- (13) contracts for the services of expert witnesses for use in an adjudicatory proceeding or litigation or in anticipation thereof;
- (14) any contracts or agreements entered into by a municipal gas or electric department governed by a municipal light board, as defined by section fifty-five of chapter one hundred and sixty-four or by a municipal light commission, as defined by section fifty-six A of said chapter one hundred and sixty-four; provided, however, that any such board or commission may accept the provisions of this chapter by a majority vote of its members;

**(15) contracts with labor relations representatives, lawyers, or certified public accountants;**



Braintree Town Council

ORDER NO: 071 14 (A)

DATE FILED: OCTOBER 17, 2014

REQUEST OF: COUNCIL PRESIDENT

**RE-APPOINTMENT – TOWN AUDITOR**

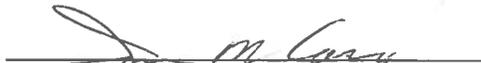
Pursuant to Section 2-8a of the Town Charter, through the Braintree Town Council approve a new three year contract from 04/01/2015 to 03/31/2018 for Eric Kinsherf as Town Auditor

YEAS: Bowes, Clifford, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

ABSENT: Hume

PASSED IN COUNCIL: NOVEMBER 18, 2014

  
James M. Casey, Town Clerk



Post Office Box 791  
Sagamore Beach, MA 02562  
(508)362-0582

October 9, 2008

Braintree Town Council  
Attention: Mr. James Casey, Clerk of the Council  
One JFK Memorial Drive  
Braintree, MA 02184

Dear Town Council Members:

The advertised position of Town Auditor seems to be an excellent match with my skills, interests, and experience. I have been involved in municipal finance since 1994 in various capacities ranging from Finance Director to an auditor of municipalities as a Certified Public Accountant. I have ventured out on my own to start a CPA firm specializing in municipal auditing and consulting. I am very interested in becoming the Town Auditor working for the Town Council.

The Town Council has a vital role in the governing of the Town of Braintree. As you are aware, the Town Council controls the “purse strings” of the Town as they approve all requested appropriations. The Town Council provides checks and balances with the Executive branch of government. I believe the Town Council and the Town of Braintree would greatly benefit by the professional support of a Town Auditor. Some of the items I envision the Town Auditor providing are the following.

- Advising the Town Council on all matters related to municipal finance such as the Town budget, assisting the Town Council in its role in managing the outside annual audit, capital financing requests, borrowing authorization requests, and internal control write ups with suggestions for improvement as requested by the Town Council through its Council President.
- Acting as a resource for Town Council members for inquiries related to budgeting, finance, and internal control
- Preparing and presenting information regarding the tax rate, proposed fees, and general fund and enterprise fund performance
- Establishing a good working relationship with the Department of Finance in order to achieve Town Council objectives

“Specializing in municipal auditing and consulting”



Post Office Box 791  
Sagamore Beach, MA 02562  
(508)362-0582

- Preparing monthly reports summarizing financial performance and the monitoring of financial benchmarks for communication to the Town Council
- Serving as a professional resource for the Town Council to investigate and report on issues of interest as they relate to municipal finance and as communicated through the Council President

My qualifications and credentials include the following:

- Certified Public Accountant, MBA, B.S. with accounting concentration
- Certified Massachusetts Municipal Treasurer, Certified Massachusetts Municipal Collector
- Over 17 years of public and private sector experience including auditing of municipalities
- Experience as a manager of municipal audits and consulting engagements (3 years)
- Over 11 years experience as a municipal financial manager including 4 years as Braintree's Finance Director

My resume and a price proposal are enclosed for your review. I look forward to the opportunity to meet with you to discuss the position.

Sincerely,

Eric A. Kinsherf, CPA

“Specializing in municipal auditing and consulting”

**Town of Braintree, Massachusetts**  
Town Auditor Price Proposal

Annual Compensation not to exceed \$74,000 in a fiscal year  
Contract duration:3 years 1/1/2009 through 12/31/2011

Billing rate is discounted at \$125 per hour.

Itemized bills will be provided detailing hours worked and work done on a monthly basis with payment due within 15 days

Expected budgeted hours to be worked and billed annually 592

**The first year may look like the following due to initial set up and work**

January	80
February	40
March	40
April	60
May	160
June	<u>100</u>
	480

<u>Estimated Annual Time Budget</u>	<u>Hours worked</u>
July	20
August	20
September	20
October	40
November	40
December	32
January	40
February	40
March	40
April	40
May	160
June	<u>100</u>
	592

\*Note that May and June are projected higher due to review of Mayor's budget

\*Please note that all goals and objectives required by the Town Council as communicated through the Council President shall be complete for a price not to exceed \$74,000 annually regardless of actual hours billed and worked.

**ERIC A. KINSHERF, CPA, MBA**

55 Winston Avenue

Bourne, MA 02532

(508)833-6557

E-mail: Eric@Erickinsherfcpa.com

**Eric A. Kinsherf, CPA**

**Established September, 2008**

**Website: [www.erickinsherfcpa.com](http://www.erickinsherfcpa.com)**

- Sole proprietor in newly established public accounting and advisory service practice
- Specializing in municipal auditing and consulting

**WORK EXPERIENCE:**

**September 2005- Malloy, Lynch, Bienvenue LLP, 71 Legion Parkway, Brockton, MA**

**September 2008 *Manager of Auditing and Consulting***

- Managed municipal audits including towns, counties, school districts and fire districts predominantly in southeastern Massachusetts
- Served as a consultant for the towns of Braintree, Sandwich, Clinton, Carver, and Plymouth resolving issues such as cash reconciliation, providing Treasury management, financial forecasting, and budget preparation services

**October 2001- Town of Braintree, 1 JFK Memorial Drive, Braintree, MA**

**September 2005 *Financial Services Director***

- As the town's first Finance Director, developed and defined the proper role and expectations town should have in managing the finances of the organization
- Developed and communicated comprehensive financial strategy for the town to serve as the context within which all future financial decisions should be made
- Made specific recommendations which were implemented to balance budget in light of a \$2.6 million decrease in local aid revenue
- Developed strategy to finance deteriorating infrastructure
- Worked with committees and department heads in developing budget policies and proposals
- Served as Temporary Town Accountant from May 2003 to October 2003 and coordinated transition to new Town Accountant

**October 1997- Town of Dennis, Town Offices, South Dennis, MA**  
**October 2001 *Treasurer/Collector***

Managed a staff of six in the administration of the town's treasury, collections and payroll  
Specific accomplishments include:

- Set the town record for investment income with a fiscal year 1998 total of \$310,000 and fiscal year 1999 total of \$366,000. This was a \$150,000 increase from the previous record.
- Developed and implemented capital financing strategy which enabled the town to finance \$8.75 million of capital projects while managing the debt's effect on the tax rate. The strategy adopted will save the town \$400,000 in borrowing costs over a ten-year period while preventing a tax rate spike in future years. The plan was presented and approved by the selectman, finance committee, and the voters at town meeting and the annual town election.
- Increased the town's bond rating from A to AA with a \$7.25 million bond sale in September of 1999 and a \$3.625 million bond sale in August of 2000.
- Initiated an aggressive tax collection program which increased the number of tax delinquency foreclosure cases from 6 to over 140 and resulted in the town's first sale of tax delinquent property (August 1999) in over 20 years.
- Managed software conversion of MUNIS software from COBOL to 4GL.

**November 1994- City of Brockton, City Hall, Brockton, MA**  
**October 1997 *Assistant Treasurer/Collector***

Supervised and managed staff of 16 with the responsibilities of processing all city cash receipts and disbursements, issuing bills, initiation of collection activities. Prepared departmental budget and prioritized department initiatives.

- Developed and implemented strategy to manage municipal receivables resulting in a record 94% collection rate in fiscal year 1997 and the first sale of tax foreclosed properties in seven years.
- Acted as project leader in the roll out of direct deposit program for all city employees.
- Opened a high yield money market account with the Massachusetts Municipal Depository Trust which increased the city's investment income rate by 100 basis points.

**June 1991- State Street Bank & Trust Co., North Quincy, MA**  
**November 1994 *Information Advisor, Portfolio Accountant (Promoted February 1994)***

- Analyzed, defined, documented, and resolved system processing problems for fund accounting groups.
- Assisted in new technology roll out and provided technical support of the fund accounting system.
- Audited both monthly global and domestic portfolios along with annual financial statements
- Assisted portfolio accountants in resolving difficult problems

## **EDUCATION:**

**September, 1987- May, 1991**     **Bridgewater State College**  
**Bachelor of Science, Cum Laude**  
**Management Science**  
**Concentration: Accounting**  
**GPA Overall: 3.5 - GPA Accounting: 3.7**

**September, 1993- May, 1997**     **Suffolk University**  
**Masters in Business Administration**  
**GPA: 3.8**

## **ACHIEVEMENTS AND HONORS:**

**Recipient, 2001** Massachusetts Government Finance Officers Association Professional Development Scholarship.

**Recipient, 1989** Award for Outstanding Juniors,  
Massachusetts Society of Certified Public Accountants

**Dean's List** (3.3 GPA or above) in 7 semesters  
attended at Bridgewater State College.

## **Other:**

- Certified Massachusetts Municipal Treasurer and Collector.
- MA Government Finance Officers Association Executive Board member FY 2004-2006
- Instructor at MA Collectors and Treasurers Association Annual School in 2002, 2003 and 2004
- Certified Public Accountant

**CONTRACT BETWEEN THE TOWN COUNCIL OF THE TOWN OF  
BRAintree AND ERIC A. KINSHERF, CPA**

This Agreement is made on this 27th day of March, 2012 between the Town of Braintree, acting by and through its duly elected Town Council (hereinafter, the "Town") and Eric A. Kinsherf, CPA, Certified Public Accountant (hereinafter, "Eric Kinsherf") of 95 State Road #106, Post Office Box 791, Sagamore Beach, MA 02562, hereby contract for services under the terms and conditions set forth herein.

**I. PARTIES**

The parties to this contract are the **Town of Braintree**, acting by and through its duly elected Town Council and **Eric A. Kinsherf**, CPA, Certified Public Accountant. The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and Eric A. Kinsherf, CPA, is a sole proprietor with a principal place of business at 95 State Road #106, Post Office Box 791, Sagamore Beach, MA 02562.

**II. DESIGNATED REPRESENTATIVES**

The **Town** designates **Charles Kokoros**, Council President, and **ERIC KINSHERF** designates himself as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the address stated above.

**III. CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- 1) This Agreement
- 2) ERIC KINSHERF's proposal
- 3) ERIC KINSHERF's Certificate of Non-Collusion
- 4) ERIC KINSHERF's Certificate of Tax Compliance
- 5) Certificates of Insurance
- 6) Certificate of Authorization

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties.

#### **IV. SERVICES**

The scope of services to be provided by ERIC KINSHERF is as follows:

Serve as the Town Auditor as appointed by the Town Council in accordance with Section 2-8 in accordance with Chapter 189 of the Acts of 2005. (“An act establishing a Mayor/Town Council for the Town of Braintree”) The Town Auditor shall conduct financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The parties recognize that ERIC KINSHERF is a contractual consultant to the TOWN COUNCIL and is not a town employee and that ERIC KINSHERF is not entitled to any of the benefits normally afforded to full-time town employees. The Town Auditor shall make periodic reports to the town council in such detail and with such frequency as the town council shall by ordinance, by rule, or by other vote, direct. The Town Auditor shall report to the Council President directly and all other Councilors indirectly.

ERIC KINSHERF will attend meetings of the Council only at the request of the Council President. Any member of the Council may at any time call upon the Town Auditor for oral or written opinions of the financial conditions of the Town. However, in order to insure that the time required to perform such duties is fully funded, all such requests will be made through the Council President or designee. No payment will be made for services rendered unless the work done was previously approved by the Council President.

#### **V. QUALITY OF WORK**

ERIC KINSHERF represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality. ERIC KINSHERF shall be liable for its services rendered under this Contract.

#### **VI. COMPENSATION**

On a bi-monthly basis, ERIC KINSHERF shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to ERIC KINSHERF. Total compensation to be paid to ERIC KINSHERF pursuant to this contract shall not exceed \$74,000 in the first year of the contract ending March 31, 2013, \$74,000 in the second year of the contract ending March 31, 2014 and \$74,000 in the third year of the contract which concludes on March 31, 2015. The standard hourly rate is set throughout the three year contract at \$125 for services performed by Eric Kinsherf and at the standard hourly rate of \$75 for services performed by his accounting staff, when practicable and under his supervision.

**VII. TIME FOR PERFORMANCE**

All services to be performed pursuant to this contract shall be completed by ERIC KINSHERF during the three year appointment period which commences **April 1, 2012 and ends on March 31, 2015.**

**VIII. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

**IX. ENFORCEABILITY OF CONTRACT**

This contract is binding upon and enforceable against the Town if this contract is signed by the Town Council President, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor.

**X. ASSIGNMENT**

ERIC KINSHERF shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon ERIC KINSHERF and its assigns, transferees and/or successors in interest.

**XI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**XII. CONFLICT OF INTEREST**

Both the Town and ERIC KINSHERF stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, ERIC KINSHERF certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

### **XIII. INSURANCE**

ERIC KINSHERF shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate.
- b. Professional Errors and Omissions in the amount of \$500,000

—

### **XIV. INDEMNIFICATION**

ERIC KINSHERF hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of ERIC KINSHERF's performance of its obligations under this contract. ERIC KINSHERF hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

### **XV. TERMINATION**

This contract may be terminated by either party upon receipt of thirty days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. ERIC KINSHERF shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town. HOWEVER, IN ORDER FOR THE TOWN TO EXECUTE A VALID AND LEGAL TERMINATION OF THIS CONTRACT, SIX MEMBERS OF THE TOWN COUNCIL MUST VOTE IN FAVOR OF TERMINATING THIS CONTRACT.

### **XVI. BREACH OF CONTRACT**

Failure of ERIC KINSHERF to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if ERIC KINSHERF cures said breach within the fourteen day period.

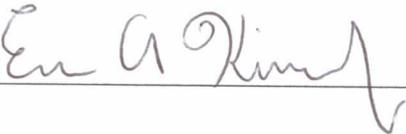
**XVII. CERTIFICATION OF TAX COMPLIANCE**

This contract shall include a certification by ERIC KINSHERF that ERIC KINSHERF is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

**XVIII. RESPONSIBILITIES FOR TAXES:**

ERIC KINSHERF acknowledges that he is an independent contractor and not an employee of the Town. As a consultant, ERIC KINSHERF shall be responsible for filing and paying all taxes associated with compensation paid under this contract. ERIC KINSHERF also agrees to indemnify and to hold the Town harmless with respect to any claims arising from his failure to pay all appropriate taxes and other sums owed to the U.S. Government or the Commonwealth of Massachusetts.

For Eric A. Kinsherf, CPA

  
\_\_\_\_\_

Date: 3/23/12

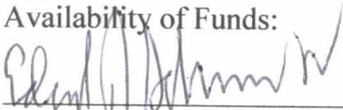
For the Town of Braintree,  
By its Town Council President,

  
\_\_\_\_\_

**Charles C. Kokoros**

Date: 3-27-12

Approved as to  
Availability of Funds:

  
\_\_\_\_\_

Town Accountant

Approved as to form:

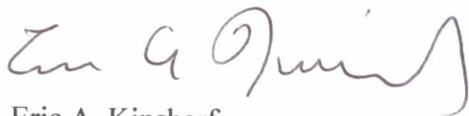
  
\_\_\_\_\_

Town Solicitor

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that its proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.



Eric A. Kinsherf  
(Name of person signing proposal)

Eric A. Kinsherf, CPA  
(Name of Business)

**STATEMENT OF STATE TAX COMPLIANCE**

Pursuant to MGL Chapter 62C, S. 49A, as amended, I Eric A. Kinsherf, owner

Eric A. Kinsherf, CPA - owner

NAME & TITLE

Authorized signatory for Eric A. Kinsherf, CPA whose principal place of business is at State Road #106, Post Office Box 791, Sagamore Beach, MA 02562 do hereby certify under the pains and penalties of perjury that Eric A. Kinsherf has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTING PARTY'S SOCIAL SECURITY OR FEDERAL I.D. NUMBER:

26-3175387



AUTHORIZED SIGNATURE

Eric A. Kinsherf

TYPED NAME

March 27, 2012

DATE

Certificate of Authorization

Eric A. Kinsherf, CPA is a sole proprietor formed and existing under the laws of the Commonwealth of Massachusetts, Eric A. Kinsherf is authorized to execute contracts and bonds in the name of the business.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Eric A. Kinsherf  
Print Name of Above

\_\_\_\_\_  
owner  
Title

PREVIOUS MINUTES DISCUSSING TOWN AUDITOR POSITION

W&M Sept. 6, 2011

- **030 11 – Council President: Town Auditor Services**

Councilor Mullaney commented that three-years ago the Council made a decision to hire an independent contractor rather than a full-time employee to perform the town auditing services. The rationale was with a full-time employee it would cost a minimum of \$74,000 plus benefits. Further, the work load did not warrant a full-time employee. The current contract caps the auditing services at \$74,000. Over the life of the three-year contract the town expensed approximately \$36,000 for the first year, \$67,000 the second year and \$34,000 so far during the final year of the contract. The town receives excellent work at a significant savings.

Councilor Dingee commented that the Charter calls for a town auditor however; it does not require it to be a full-time employee.

Councilor Dingee made a motion to continue with the current form of town auditing services and place an advertisement as required by Massachusetts General Laws.

Motion: by Councilor Dingee to advertise for Town Audting Services

Second: by Councilor Bowes

Vote: Unaminious

W&M Dec. 5, 2011

- **030 11 – Council President: Town Auditor Services**

The Clerk of the Council explained that on December 31, 2011 the Town Auditor Service contract will expire. M.G.L. prohibits the Council from extending the contract with the Town Auditor unless the original solicitation and contract stated that the contract could be renewed for an additional term. The current contract with the Town Auditor does not contain a renewal clause. Therefore, the Council is required to solicit proposals for Town Auditor services to become effective on January 1, 2012.

M.G.L., Chapter 30B, Section 1 exempts the services of a certified public accountant from bidding requirements. **If the Committee recommends to the full Council that the Town Auditor be required to be a certified public accountant and the Council adopts this requirement then the Council could advertize for a certified public accountant to fill the position.** If the Council does not adopt the recommendation, a full Request for Proposal (RFP) would need to be developed, advertised.

**Motion: by Councilor Dingee to recommend that Town Auditor be a CPA**

**Second: by Councilor Bowes**

**Vote: For Unanimous**

**Full Council Dec. 6, 2011**

• **030 11 – Council President: Town Auditor Services**

Councilor Mullaney, Chairman of the Ways & Means Committee explained that on December 31, 2011 the Town Auditor Service contract will expire. M.G.L. prohibits the Council from extending the contract with the Town Auditor unless the original solicitation and contract stated that the contract could be renewed for an additional term. The current contract with the Town Auditor does not contain a renewal clause. Therefore, the Council is required to solicit proposals for Town Auditor services to become effective on January 1, 2012.

M.G.L., Chapter 30B, Section 1 exempts the services of a certified public accountant from the bidding requirements. If the Council adopts this requirement then the Council could advertise for a certified public accountant to fill the position. If the Council does not adopt this requirement, a full Request for Proposal (RFP) would need to be developed, advertised and be placed on the State's Goods and Services website.

Councilor Mullaney noted that the Committee has favorably recommended that the Town Auditor, as appointed under Section 2-8(a) of the Braintree Charter, be required to be a certified public accountant in good standing.

Councilor Kokoros commented that the town would be better served using the \$74,000 for the auditor position and hire a full-time auditor rather than paying a consultant \$125 per hour.

Councilor Mullaney explained that with a consultant you do not pay for benefits such as vacation, sick-time, pension and health care. As Chairman of the Committee on Ways & Means he has worked closely with the Town Auditor and the town receives first-class professional work.

Councilor Clifford commented that the town would probably not get a full-time CPA for \$74,000 per year.

Councilor Dingee stated he would never vote to hire a Town Auditor who was not a CPA.

Councilor DeNapoli made a motion to table. On a roll-call vote:

**Motion:** by Councilor DeNapoli to Table

**Second:** by Councilor Kokoros

**Vote:** For(4-Powers, Clifford, DeNapoli, Kokoros)

Against (5-Mullaney, Joyce, Dingee, Bowes, Ryan)

Motion to Table fails on a vote of 4 for and 5 against.

Council President Ryan noted that on December 31, 2011 the Town Auditor Service contract will expire and the Council may be without an auditor.

Councilor Kokoros commented that he would like more time to explore hiring a full-time auditor and didn't think it would be a problem without an auditor for January and February as it was before the budgeting period. Councilor Kokoros made the following **motion: The Town Auditor, as appointed under Section 2-8(a) of the Braintree Charter, shall be required to be a certified public accountant in good standing** and a decision made at our next meeting to decide if Town Auditor be a consultant or full-time position.

On a roll-call vote:

**Motion:** by Councilor Kokoros

**Second:** by Councilor DeNapoli

**Vote:** For (5-Mullaney, Joyce, Dingee, Bowes, Ryan)

Against (4-Powers, Clifford, DeNapoli, Kokoros)

Motion carries on a vote of 5 for and 4 against.

#### **Full Council January 24, 2012**

- 030 11 – Council President: Town Auditor – Update

Council President Kokoros asked members if they had any comments regarding the advertisement for the Town Auditor position. No members expressed concerns over the proposed advertisement. The Clerk of the Council noted that the due date for applications has been extended to February 29, 2012.

#### **W&M March 7, 2012**

- 030 11 – Council President: Town Auditor – Request for Proposal

The Clerk of the Council informed members that an advertisement was placed for a request for proposal (RFP) of town auditing services in the Patriot Ledger, on the MMA website as well as on the Town's website. There were several inquiries about the position however, only one proposal was received by the deadline of February 29<sup>th</sup>. The proposal received was from Eric Kinsharf, CPA.

The Clerk of the Council presented the two RFP envelopes, one containing qualifications and one compensation/fee, and asked that the envelopes be inspected; insuring that they were sealed. Members confirmed that both envelopes were sealed.

The envelope marked "qualifications" was opened and members were provided a copy of the documents contained inside.

Councilor Mullaney asked Mr. Kinsherf the names of the town's he has provided accounting services for. Mr. Kinsherf cited several communities including, Cohasset, Brockton, Weymouth, Carver, Medfield, Sandwich, Milton, Avon, Dennis, and Yarmouth.

Councilor Joyce asked if Mr. Kinsherf had any long term contracts with other communities. Mr. Kinsherf responded he recently worked as the Town of Milton's interim Town Accountant for about seven months. In this capacity he trained the permanent Town Accountant during this period. Additionally, he held a similar position with the Town of Weymouth for several months. Lastly, he works on several special projects for the Town of Burlington.

Councilor Joyce asked if he is on his own or does he have someone working with him. Mr. Kinsherf noted that since he became the Town Auditor in Braintree three years ago he has hired two staff positions in his firm.

Councilor Bowes asked if has any active contracts with any towns. Mr. Kinsherf responded that he has routinely provides services for the town of Cohasset, Town of Burlington and the Old Colony Regional Technical High School. However, he noted that during this time Braintree has been his top priority.

At this time, the envelope marked "Compensation/Fee Schedule" was opened and members were provided a copy of the documents contained inside. The hourly rate of a Certified Public Accountant was set at \$125 per hour and the hourly rate of the accounting staff was set at \$75 per hour. Additionally, the total billed services were not to exceed \$74,000 per fiscal year for the duration of the contract.

Councilor Mullaney noted that during each of the past three years Mr. Kinsherf has remained below the cap of \$74,000 and his proposed rate of \$125 per hour is the same as the previous contract.

Councilor Joyce made a motion to award the town auditing services contract to Eric Kinsherf as described in the proposal.

**Motion: by Councilor Joyce for favorable recommendation**

**Second: by Councilor Bowes**

**Vote: Unanimous**

# **TOWN OF BRAINTREE - sample**

**Town Council**

**One John F. Kennedy Memorial Drive**

**Braintree, MA 02184**

**Tel: 781-794-8152 Fax: 781-794-8270**

**[jmcasey@braintreema.gov](mailto:jmcasey@braintreema.gov)**

## **REQUEST FOR PROPOSAL #030-11**

### **AUDITING SERVICES**



**RFP Available:**

**Monday, December 5, 2011**

**Submission Deadline:**

**Friday, January 6, 2012**

## TOWN OF BRAINTREE, MASSACHUSETTS REQUEST FOR PROPOSALS

### SECTION 1.00 SERVICE DESCRIPTIONS:

1. Pursuant to the provisions of the Massachusetts General Laws, chapter 30B, the Town of Braintree hereby solicits proposals from responsive, responsible and qualified individuals or firms to provide the Town's legislative body, the Town Council, with year-round auditing services with demonstrable financial experience, preferably within the municipal area. The auditing services sought pursuant to this RFP are separate and distinct from the annual audit report conducted for the Town of Braintree. A contract awarded pursuant to this Request for proposals shall be for a term of three (3) years.
2. The Auditor reports to the Council President and will work with the Town's Director of Finance, Chairman of the Committee on Ways and Means and other Town officials to provide proper checks and balances with respect to finances.
3. The successful proposer will be required to provide services no later than **February-1, 2012**.

### SECTION 2.00 RFP INFORMATION

#### SECTION 2.01 RFP AVAILABILITY

Proposals will be available on- **December 5, 2011** at the Town Council Office, Town Hall-Lower Level, One JFK Memorial Drive, Braintree, MA 02184 and on the Town website; [www.braintreema.gov](http://www.braintreema.gov).

#### SECTION 2.02 RFP SUBMISSION DUE DATE

The submission deadline for proposals is **January 6, 2012**, at 11:00 am, at the Town Council Office, Town Hall-Lower Level, One JFK Memorial Drive, Braintree, MA 02184. Proposers must submit a technical proposal and a price proposal in two separately sealed envelopes properly labeled as the "Technical proposal" and the "Price Proposal".

#### SECTION 2.03 LATE SUBMISSIONS

The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.

#### SECTION 2.04 RFP OPENING

RFP's will be opened at the **January 12, 2012 meeting** at 6:30 am. The Committee meeting will be held in the Horace T. Cahill Auditorium, Braintree Town Hall, One JFK Memorial Drive, Braintree, MA 02184. Please NOTE: Unlike bids, RFPs are not opened publicly and are not read aloud. Instead, proposals are opened by the chief procurement officer in the presence of one or two witnesses. Until all proposals are evaluated, the contents of each proposal remains confidential. However, the RFP must still state the date and time that proposals are due and that the proposals will be opened privately by the Chief Procurement Officer at the appointed time. The Chief procurement officer shall keep a written register of all proposals received, which shall include the name of each proposer and number of modifications received, if any. This written register is a public record and may be made available for inspection. Price proposals are not opened publicly, nor are they noted on the register. Price proposals are not opened until all proposals are evaluated.

#### SECTION 2.05 CANCELLATION OF OPENING

If Town Hall is closed by the Mayor due to an emergency or winter weather conditions, scheduled bid openings will be postponed to **January 19**. The time and location of the opening will be the same as originally scheduled in the Request for Proposals. (See my comments in Section 2.05 above)

#### SECTION 2.06 RIGHT TO WITHDRAW

A proposer has the right to withdraw his/her bid anytime prior to the time fixed for opening. A request to withdraw must be in writing.

#### SECTION 2.07 REQUESTING INFORMATION

Any prospective proposer requesting a change in or interpretation of existing specifications of terms and conditions must do so at least (3) days, excluding Saturdays, Sundays and Holidays, before the scheduled proposal opening date. All requests are to be in writing and delivered, faxed or e-mailed to the Clerk of the Council. If necessary to maintain a fair and equal bidding environment, the Town will issue addenda to all vendors who have requested bid packages.

#### SECTION 2.08 INCOMPLETE PROPOSALS

Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposal may be rejected by the Town of Braintree. **Conditional proposals will not be accepted.**

#### **SECTION 2.09 CONTRACT ASSIGNMENTS**

The successful contractor will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Town of Braintree.

#### **SECTION 2.10 CONTRACT MANAGEMENT**

The Contract Manager is James M. Casey, Clerk of the Council, One JFK Memorial Drive, Braintree MA. The telephone number is 781-794-8152, the facsimile is 781-794-8270 and email [JMCASEY@BRAINTREEMA.GOV](mailto:JMCASEY@BRAINTREEMA.GOV).

#### **SECTION 3.00 STANDARD TERMS AND CONDITIONS**

##### **SECTION 3.01 PROPOSAL REJECTION**

The Town reserves the right to reject any and all proposals or to accept that which is deemed in the best interest of the Town of Braintree, Massachusetts.

##### **SECTION 3.02 RIGHT TO WAIVE**

The Town reserves the right to waive any “minor informalities” or allow the vendor to correct them.

##### **SECTION 3.03 EQUAL OPPORTUNITY**

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharging, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, ancestry, handicap, national origin, sex, age or sexual orientation.

##### **SECTION 3.04 PROPOSAL EFFECTIVE DATE**

The proposal will remain in effect for a period of 30 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

##### **SECTION 3.05 CONTRACT DURATION**

The contract will be for a period of three years, beginning on ~~February 1, 2012~~ and ending on ~~January 31, 2015~~. The Bidder must guarantee implementation of contract on ~~February 1, 2012~~ provided that the Town has awarded the contract no later than ~~January 24, 2012~~.

##### **SECTION 3.06 CANCELLATION**

The Town will have the option to cancel the contract provided that written notice is given 30 days prior to the effective termination date.

#### **SECTION 4.00 SCOPE OF SERVICES SPECIFICATIONS**

The purpose of this Request For Proposal (RFP) is to seek a qualified individual or firm to provide auditing services. The Town Auditor is appointed by the Town Council in accordance with Chapter 189 of the Acts of 2005 (Town Charter), Section 2-8. The Town Auditor shall conduct financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The Town Auditor shall make periodic reports to the town council in such detail and with such frequency as the Town Council shall by ordinance, by rule, or by other vote. The Town Auditor shall report to the Council President directly and all other Councilors indirectly. Any member of the Council may at any time call upon the Town Auditor for oral or written opinions of the financial conditions of the Town. However, in order to insure that the time required to perform such duties is fully funded, all such requests will be made through the Council President. No payment will be made for services rendered unless the work done was previously approved by the Council President. The Town Auditor will attend all meetings of the Council unless excused by the Council President.

#### **SECTION 5.00 PROPOSAL SPECIFICATIONS**

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered “not responsive” and their proposal may be rejected without further consideration.

<b>Attachment A</b>	<b>Town Auditing Services Questionnaire</b>
<b>Attachment B</b>	<b>Reference Form</b>
<b>Attachment C</b>	<b>Contract</b>

<b>Attachment D</b>	<b>Certification of Tax Compliance</b>
<b>Attachment E</b>	<b>Certification of Non-Collusion</b>
<b>Attachment F</b>	<b>Certification of Authority</b>

**SECTION 5.01 TOWN AUDITING SERVICES QUESTIONNAIRE**

The questionnaire in Attachment A must be completed with all questions answered. This section is a portion of the evaluation criteria

**SECTION 5.02 Minimum Evaluation Criteria**

All proposals shall be evaluated by a committee of four appointed by Finance Director. The evaluation committee shall review each technical proposal and evaluate them according to the criteria stated herein. Proposers~~Responder~~ shall record their response to each of the following minimum evaluation criteria on Attachment A “Minimum Evaluation Criteria” section. Proposers who do not meet all the minimum evaluation criteria may have their proposals rejected.

- Provided financial audit services to at least one municipality since 2010.
- Has a minimum of 5 years of municipal financial experience.

**SECTION 5.03 Comparative Evaluation Criteria**

The Town of Braintree shall apply the criteria, which follows in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposer’s overall qualifications, including technical abilities and previous experience. Proposers ~~Responder~~ shall record their response to Municipal Financial Experience and Municipal Auditing Experience sections shown below in the appropriate sections on Attachment A.

**A. Municipal Financial Experience**

**A1 Level of Financial Experience**

Highly advantageous – CPA with more than 5 years of municipal financial experience

Advantageous – Non-CPA with more than 10 years of municipal financial experience

Not advantageous – Non-CPA with less than 10 years of municipal financial experience

Unacceptable - Non-CPA with no municipal experience

**A2 Size of Municipalities with Financial Experience**

Highly advantageous – Municipal financial experience with at least one municipality with greater than \$100 million in revenues

Advantageous – Municipal financial experience with at least three municipalities with greater than \$50 million in revenues

Not advantageous – Municipal financial experience with less than three municipalities with greater than \$50 million in revenues

Unacceptable – No municipal experience or municipal experience with less than three municipalities with less than \$50 million in revenue

### **A3 Financial Experience with Municipalities with Electric Plant and/or Retirement Board**

Highly advantageous – Municipality with Electric Plant and Retirement Board

Advantageous – Municipality with Electric Plant or Retirement Board

Not advantageous – Municipality without an Electric Plant and Retirement Board

Unacceptable – No municipal experience

## **B. Municipal Auditing Experience**

### **B1 Level of Auditing Experience**

Highly advantageous – Provided municipal auditing services for 5 or more years

Advantageous – Provided municipal auditing services for 1-4 years

Not advantageous – Provided municipal auditing services for less than one year

Unacceptable – No municipal auditing experience

### **B2 Size of Municipalities with Auditing Experience**

Highly advantageous – Municipal auditing experience with at least one municipality with greater than \$100 million in revenues

Advantageous – Municipal auditing experience with at least three municipalities with greater than \$50 million in revenues

Not advantageous – Municipal auditing experience with less than three municipalities with greater than \$50 million in revenues

unacceptable – No municipal auditing experience or municipal auditing experience with less than three municipalities with less than \$50 million in revenues

### **B3 Municipalities audited with Electric Plant and/or Retirement Board**

Highly advantageous – Municipality with Electric Plant and Retirement Board

Advantageous – Municipality with Electric Plant or Retirement Board

Not advantageous – Municipality without an Electric Plant and Retirement Board

Unacceptable – No municipal experience

|

**SECTION 5.04 OTHER EXPERIENCE**

Responders are encouraged to include any other experience they may have acquired.

**SECTION 6.00 RFP PACKAGING**

**SECTION 6.01 FORMS TO BE COMPLETED & INCLUDED IN THE “AUDIT SERVICES TECHNICAL (NON-PRICE) PROPOSAL  
(NON-PRICE)” PACKAGE**

<b>Attachment A</b>	<b>Town Auditing Services Questionnaire</b>
<b>Attachment B</b>	<b>Reference Form</b>
<b>Attachment C</b>	<b>Contract</b>
<b>Attachment D</b>	<b>Certification of Tax Compliance</b>
<b>Attachment E</b>	<b>Certification of Non-Collusion</b>
<b>Attachment F</b>	<b>Certification of Authority</b>
	<b>Any other “non-Price” information</b>

**SECTION 6.02 PRICING: INCLUDED IN THE “PRICE PROPOSAL” PACKAGE**

All proposers vendors shall submit pricing on an hourly rate basis with a maximum stated price per year for each year of the contract.

**SECTION 6.03 DELIVERY OF RFP**

Two separate sealed envelopes must be received by the Town Council Office, Town Hall-Lower Level, One JFK Memorial Drive, Braintree, MA 02184, prior to **11 a.m. on January 6, 2012**. The first sealed envelope shall contain five copies of the non-price technical proposal marked “Audit Services Technical Proposal (Non-Price)”. The second sealed envelope shall contain five copies of the price proposal marked “Price Proposal”. **Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the responder to insure that the proposal arrives on time at the designated place.**

**SECTION 7.00 SCOPE OF SERVICES SPECIFICATIONS**

The purpose of this Request For Proposal (RFP) is to seek a qualified individual or firm to provide auditing services. The Town Auditor is appointed by the Town Council in accordance with Chapter 189 of the Acts of 2005 (Town Charter), Section 2-8. The Town Auditor shall conduct financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The Town Auditor shall make periodic reports to the Town Council in such detail and with such frequency as the T-town Council shall by ordinance, by rule, or by other vote, direct. The Town Auditor shall report to the Council President directly and all other Councilors indirectly. Any member of the Council may at any time call upon the Town Auditor for oral or written opinions of the financial conditions of the Town. However, in order to insure that the time required to perform such duties is fully funded, all such requests will be made through the Council President. No payment will be made for services rendered unless the work done was previously approved by the Council President. The Town Auditor will attend all meetings of the Council unless excused by the Council President.

**SECTION 8.00 INTERVIEWS**

Before awarding the contract, the Town may request an interview of the top three proposers. All proposers need to be prepared on short notice to be available for interviews. The Town may be interviewing the top three proposers within a week of submission of proposal.

**ATTACHMENT A**  
**TOWN AUDITING SERVICES QUESTIONNAIRE**

<i>Answering all Questions Required</i>		
<b>Minimum Evaluation Criteria</b>	<b>YES</b>	<b>NO</b>
A) Have you provided financial auditing services to at least one municipality since 2010?		
B) Do you have a minimum of 5 years of municipal financial experience?		
<b>A Municipal Financial Experience</b>		
1) Are you a CPA?		
1a) If yes, how many years as a CPA.	years	
2) Years with municipal financial experience	years	
3a) Number of Municipalities with greater than \$100M in revenues		
3b) Number of Municipalities with \$50M - \$100M in revenues		
3c) Number of Municipalities with less than \$50M in revenues		
4a) Financial Experience with Municipality with Electric Plant		
4b) Financial Experience with Municipality with Retirement Board		
<b>B Municipal Auditing Experience</b>		
1) Years with municipal auditing experience	<u>          </u> years	
2a) Number of Municipalities with greater than \$100M in revenues		
2b) Number of Municipalities with \$50M - \$100M in revenues		
2c) Number of Municipalities with less than \$50M in revenues		
3a) Auditing Experience with Municipality with Electric Plant		
3b) Auditing Experience with Municipality with Retirement Board		

**ATTACHMENT B**

**REFERENCE FORM:**

Municipality w/over \$100M  
budget:

Contact Person & Title

Phone Number:

Fax Number

Description of Services:

Municipality w/over \$50M  
budget:

Contact Person & Title

Phone Number:

Fax Number

Description of Services:

Municipality w/over \$10M  
budget:

Contact Person & Title

Phone Number:

Fax Number

Description of Services:

**RESPONDER MAY PROVIDE ADDITIONAL REFERENCES.  
COPY ATTACHMENT B AND MARK "ADDITIONAL REFERENCES"**

## ATTACHMENT C

### CONTRACT BETWEEN THE TOWN OF BRAINTREE AND (VENDOR)

This Agreement is made on this \_\_\_ day of \_\_\_\_\_, 2012 between the Town of Braintree, acting by and through its duly elected Town Council (hereinafter, the "Town") and (Vendor), whereby the parties contract for services under the terms and conditions set forth herein.

#### **I. PARTIES**

The parties to this contract are the Town of Braintree, acting by and through its duly elected Town Council and (Vendor). The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and (Vendor) is a (corporation/sole proprietorship/limited liability company/ partnership) with a principal place of business at (Insert Address).

#### **II. DESIGNATED REPRESENTATIVES**

The Town designates (Name), (Title) and (Vendor) designates (name), (Title), as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

#### **III. CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) The Town of Braintree's Invitation to bid;
- 3) (Vendor's) bid or proposal (if applicable);
- 3) (Vendor's) Certificate of Non-Collusion;
- 4) (Vendor's) Certificate of Tax Compliance;
- 5) (Vendor's) Certificate of Authorization;
- 6) (Vendor's) Certificates of Insurance;

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties.

#### **IV. SERVICES**

The scope of services to be provided by (Vendor) is as follows:

(Insert detailed description of services to be rendered. If services are detailed in the Town's Specifications, attach copy of the specifications and insert here: "The services to be performed by (Vendor) are fully described in the Town's Specifications, which are attached hereto and incorporated herein by reference.")

## **V. QUALITY OF WORK**

(Vendor) represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. (Vendor) shall be liable for its services rendered under this Contract.

## **VI. COMPENSATION**

(Vendor) shall submit a monthly invoice for hours worked times contract rate, along with any supporting documentation to substantiate said costs.

## **VII. TIME FOR PERFORMANCE**

All services to be performed pursuant to this contract shall be completed by

(Vendor) by (Insert Date).

## **VIII. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

## **IX. ENFORCEABILITY OF CONTRACT**

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against (Vendor/Consultant) if signed by their authorized representative.

## **X. ASSIGNMENT**

(Vendor) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon (Vendor's) assigns, transferees and/or successors in interest.

## **XI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## **XII. CONFLICT OF INTEREST**

Both the Town and (Vendor) stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, (Vendor) certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

**XIII. INSURANCE** (insurance coverage may vary depending upon the type and complexity of the contract)

At all times while this contract is in effect, (Vendor) shall maintain the following insurance coverage:

- A. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
- B. Automobile Liability in the amount of \$200,000 for bodily injury and property damage;
- C. Professional Errors and Omissions Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate; and
- D. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

Upon execution of this contract, (Vendor) shall provide the Town with certificates of insurance reflecting the above-stated coverage requirements. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, (Vendor) shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, (Vendor) shall provide the Town Of Braintree with a new certificate of insurance coverage.

**XIV. INDEMNIFICATION**

(Vendor) hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of (Vendor's) performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

**XV. TERMINATION**

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

**XVI. BREACH OF CONTRACT**

Failure of (Vendor) to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if (Vendor/Consultant) cures said breach within the fourteen day period.

**XVII. CERTIFICATION OF TAX COMPLIANCE**

This contract shall include a certification by (Vendor) that (Vendor) is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

For (Vendor/):

For the Town of Braintree:

\_\_\_\_\_  
(Signature, Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
Council President

Date: \_\_\_\_\_

Approved As to Form:

Approved as to Available Funds

\_\_\_\_\_  
Carolyn M. Murray

\_\_\_\_\_  
Mark Lin, Town Accountant  
Account No.:01-111CO4-5101  
Purchase Order No.:\_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION OF TAX COMPLIANCE**

I, \_\_\_\_\_, for \_\_\_\_\_,  
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the  
Commonwealth of Massachusetts, having a principal place of business at

\_\_\_\_\_, hereby certify that the  
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the  
Commonwealth of Massachusetts relating to taxes, as required by  
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_.

\_\_\_\_\_  
(signature of representative/position/title)

\_\_\_\_\_  
(print name of person signing above)

Date: \_\_\_\_\_

**ATTACHMENT E**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

---

Signature of individual submitting bid or proposal

---

Name of Business

ATTACHMENT F

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ held on \_\_\_\_\_
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

\_\_\_\_\_ (Name) \_\_\_\_\_ (Officer)

of this company, be appointed and is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by said officer, under seal of the company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_
(Clerk)

Place of Business: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the \_\_\_\_\_

that \_\_\_\_\_ is the duly elected \_\_\_\_\_

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_
(Clerk) (Corporate Seal)

**Town Auditor Position**

(Draft of a possible Motion)

MOTION:

“The Town Auditor position will be advertised for an independent contractor or an accounting firm. The payment for the auditor position will not exceed \$74,000. The advertisement will note that municipal accounting experience is preferred and a CPA is required.”

**Motion:** by Councilor

**Second:** by Councilor

**Vote:**

**15 038**  
**(formerly 14 014)**

**TOWN OF BRAINTREE**

**IN COUNCIL**

---

ORDER NO: 14 014

DATE: March 11, 2014

ORDERED: COUNCILOR CLIFFORD

**CHAPTER 134 OF THE ACTS OF 2008 – EXTENSION TO FY2016**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRAINTREE THAT THE TOWN VOTE TO EXTEND CHAPTER 134 OF THE ACTS OF 2008 OF THE MASSACHUSETTS GENERAL LAWS THROUGH **FISCAL YEAR 2016** AT WHICH TIME THE TOWN COUNCIL MAY VOTE TO EXTEND CHAPTER 134 OF THE ACTS OF 2008.



**TOWN OF BRAINTREE**  
 ONE JFK MEMORIAL DRIVE  
 BRAINTREE, MASSACHUSETTS 02184

## Department of Veterans Services

**Richard J Walsh, Director**

*rwalsh@braintreema.gov*

*Tel: (781) 794-82*

*Fax: (781) 794-8269*

To: Councilor Dan Clifford

RE: Citizen Soldiers Bill

Information and Statistics of the Recipients of Tax rebate as result of the  
 "Citizen Soldiers Bill" Article 6 for Our Veteran's, Final Town Meeting, May 2007

<u>Recipient</u>	<u>Date Received</u>	<u>Tour of Duty</u>	<u>Value</u>
Michael W Schuler 4 Plymouth Ave, Braintree CPT O-3 ARMY ARNGUS/ QM RIARNG ELE JFHQ, Ft Bliss, TX 79916	August, 2005	OIF (Iraq)	\$2,792.00
Barry A Beaudoin 62 Milton Rd, Braintree SSG E-6 - ARMY/ ARNGUS 126 <sup>th</sup> Aviation Bn, Otis ANGB, MA 02542	December 2006	OIF (Iraq)	\$2,735.64
Michael W Schuler 450 Liberty St, Braintree MAJ O-4 - ARMY ARNGUS/LG SPEC OPS DET- GW, Camp Shelby, MS 39407	May, 2009	OEF (Afag)	\$7,018.00
Daniel E. Parisi 37 Hillcrest Rd, Braintree SSG E-6 - ARMY/ ARNGUS 772 <sup>ND</sup> Military Police Co, Taunton, MA 02780	Feb, 2010	OIF (Iraq)	\$2,628.00
Richard S Wong 1140 Washington St, Braintree SK2 E-5 USCG - Reserves CG Port Security, Unit 301, Buzzards Bay, MA	Mar 2010	OIF(Kuwait)	\$3,904.31

RICHARD J WALSH, Director  
 Veterans' Services

Both the 8/15/14 and the 9/22/14 fuel deliveries are captured in the attached documents including:

- The Order - computer printout showing order placed 2 days prior to delivery
- The Drivers Report – with dates and gallons delivered
- The Bill(s) of Lading – the first signed by Georgian Pratt - the second captured in a slip as left by driver

Global Montello Group Corp.  
DAILY DRIVER REPORT

Date 8-15-14 Day Friday  
Driver: Michael Connerman

Truck (Circle) 1001 1002 1005 1006 1007

TRUCK #1 12 End Mileage: 179109  
Start Time: 4:40 Start Mileage: 179108  
Total Time: 91 Total Mileage: 91

TRUCK #2 \_\_\_\_\_ End Mileage: \_\_\_\_\_  
Start Time: \_\_\_\_\_ Start Mileage: \_\_\_\_\_  
Total Time: \_\_\_\_\_ Total Mileage: \_\_\_\_\_

LT	Revere	Stop - Location (Customer/Terminal)			Bill Of Lading	Time		Arrival Mileage	Product		Gallons		Non-MA Miles		Running Inventory
		Chelsea	Cilgo	Exxon		Other	Arrive		Depart	Loaded	Delivered	State	Start/Finish	Product	
Customer:		Chelsea	Cilgo	Exxon	Other	41712	400	510	179109	260	650	650.3			
Customer:		Chelsea	Cilgo	Exxon	Other	41712	400	518	179109	331	643	674.7			
Customer:		Chelsea	Cilgo	Exxon	Other	41712	400	518	179109	244	499	470.4			
Customer:		Chelsea	Cilgo	Exxon	Other	138016	500	840	179111	244	204	204			
Customer:		Chelsea	Cilgo	Exxon	Other	13801	500	840	179111	304	204	204			
Customer:		Chelsea	Cilgo	Exxon	Other		900	900	179119						
Customer:		Chelsea	Cilgo	Exxon	Other										
Customer:		Chelsea	Cilgo	Exxon	Other										

TOTAL 6372.8

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT NOT NEGOTIABLE

**FOR CHEMICAL EMERGENCY SPILL, LEAK, FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886  
SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS**

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below is in compliance with the applicable standards for volatility in effect at the time of the product transfer and has been adjusted in accordance with requirements specified under section 211(f) of the Clean Air Act.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

**BOL NUMBER 138070**

RECEIVED BY CARRIER PER DRIVER  
x MICHAEL CONCANNON

RECEIVED AT DESTINATION  
CUSTOMER

SUPPLYING 3110 - CITGO Petroleum Corp EPA #: 404481780 TCN #: T04MA1155 SPLC #: 143330 TERMINAL 781.848.2595  
TERMINAL: 385 Quincy Avenue E. Braintree, MA 02184 PHONE NO.:

### D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM	UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED(GL)
X	UN 1203	GASOLINE	3	PGII, 1 cargo tank	2504
					Total : 2504

CONSIGNEE: GLOBAL COMPANIES, L.L.C. - EPA: 4069 WALTHAM, MA 02453	DESIGNEE: M CONCANNON/MA DEL (SHIP TO) - MA DEL, MA	CARRIER: GLOBAL COMPANIES LLC 800 SOUTH ST WALTHAM, MA 02454	SUPPLIER: 0005-GLOBAL COMPANIES, L.L.C. - EPA: 4069
PO/CUST REF #:	CUSTOMER TYPE: Exchange	TAX LICENSE:	
LOAD RACK: Bay 4	CUSTOMER DEST: 248709	DRIVER CARD: 34967	
LOAD START: 8/15/2014 08:26	CUSTOMER CARD: 248709	DRIVER NAME: MICHAEL CONCANNON	
LOAD END: 8/15/2014 08:31	CUSTOMER FEIN:	VAPOR ID:	

### FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12122	GAS 87OCT RFG VOC2, 10%E	2504	2490	58	68.22	87	0	1,2,3
	Gasoline:	2254	2241					
	Ethanol:	250	249					

1. This product contains 10% ethanol. Further ethanol blending is not advised.
2. No assigned RINs transferred by CITGO Petroleum Corp.
3. Reformulated Gasoline, Phase 2 - VOC Controlled - Region 2. Min/Max standards: VOC, % reduction 23.4% min, Benzene 1.3 Vol.% max. Contains 10.0 vol.% denatured fuel ethanol.

Georgia Pratt

30  
71

### EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE...UN1203 (ALL GRADES) DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED  
 FUEL OIL...NA1993 KEROSENE...UN1223 FUEL AVIATION...UN1863 (TURBINE ENGINE) DANGER I FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED  
 ETHANOL...UN1170 (DENATURED ETHANOL) DANGER I FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED. CANNOT BE MADE NON-TOXIC

#### POTENTIAL HAZARDS

**FIRE OR EXPLOSION**

\*HIGHLY FLAMMABLE Will be easily ignited by heat, sparks or flames. \*Vapors may form explosive mixture with air. \*Vapors may travel to source of ignition and flash back. \*Most vapors are heavier than air, they will spread along ground and collect in low or confined areas (sewers, basements, tanks). \*Vapor explosion hazard indoors, outdoors or in sewers. \*Runoff to sewer may create fire or explosion hazard. \*Containers may explode when heated. \*Many liquids are lighter than water.

**HEALTH** \*Fire may produce irritating, corrosive and/or toxic gases. \*Vapors may cause dizziness or suffocation. \*Runoff from fire control or dilution water may cause pollution.

#### PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

\*Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. \*Keep unauthorized personnel away. \*Stay upwind. \*Keep out of low areas. \*Ventilate closed spaces before entering.

**PROTECTIVE CLOTHING** \*Wear positive pressure self-contained breathing apparatus (SCBA). \*Structural firefighters' protective clothing will only provide limited protection.

**EVACUATION** Large Spill: \*Consider initial downward evacuation for at least 300 meters (1000 feet)

**FIRE** \*If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions, also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

#### EMERGENCY RESPONSE

**FIRE CAUTION:** All of these products have a very low flash point: Use of water spray when fighting fire may be inefficient.

**Small Fires** \*Dry chemical, CO<sub>2</sub>, water spray or regular foam. Alcohol resistant is required for ethanol (Denatured Alcohol).

**Large Fires** \*Water, spray, fog or foam. \*Do not use straight streams. \*Move containers from fire area if you can do it without risk.

**Fire involving Tank or Car /Trailer loads**

\*Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. \*Cool containers with flooding quantities of water until well after fire is out. \*Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. \*ALWAYS stay away from the ends of tanks.

\*For massive fire, use unmanned hose holders or monitor nozzles: If this is impossible, withdraw from area and let fire burn.

**SPILL OR LEAK**

\*ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). \*All equipment used when handling the product must be grounded. \*Do not touch or walk through spill material. \*Stop leak if you can do it without risk. \*Prevent entry into waterways, sewers, basements or confined areas. \*A Vapor suppressing foam may be used to reduce vapors. \*Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. \*Use clean non-sparking tools to collect absorbed material.

**Large Spills** \*Dike far ahead of liquid spill for later disposal. \*Water spray may reduce vapor, but may not prevent ignition in closed spaces.

**FIRST AID**

\*Move victim to fresh air. \*Call emergency medical care. \*Apply artificial respiration if victim is not breathing. \*Administer oxygen if breathing is difficult. \*Remove and isolate contaminated clothing and shoes. \*In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. \*Wash skin with soap and water. \*Keep victim warm and quiet. \*Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

Order Details	
File Place Orders Update Orders List Place Volume Orders	
Order Num: 278595	Status: WAITING PICK UP
For: 2660988 NORFOLK COUNTY BRAINTREE BRAINTREE DPW DEPOT 249 UNION ST BRAINTREE, MA	
Tanks: 2 Size: 10000 Ytd Gallons: 21500 Fill Type: GRAVITY	
Called by: DAUE	Caller phone: 7817944960
SCAC: <input type="text" value="GBCA"/> GLOBAL COMPANIES LLC	
Fax: <input type="text" value="GLOBAL COMPANIES LLC /7813982015"/>	PO: <input type="text"/>
Gallons: <input type="text" value="2500"/>	
Product: <input type="text" value="264/S10%ETHANOL 87 OCTANE UNLEAD"/>	BID ACCOUNTS
Terminal: <input type="text" value="1500"/> REVERE TERMINAL	
Del Date: <input type="text" value="08152014"/> Contact: <input type="text" value="STEVE O'BRIEN"/>	Phone: <input type="text" value="7817948960"/>
Del Ins: <input type="text" value="1 - 4,000 GALLON GAS TANK"/> <input type="text" value="1 - 6,000 GALLON ULSD TANK"/> UNDERGROUND TANKS - LOCKED DELIVERIES: MONDAY - FRIDAY 6AM - 3PM	Method of Confirmation: <input checked="" type="radio"/> None <input type="radio"/> Email <input type="radio"/> Fax
Placed by: MARTORANA on: 08/13/2014 at: 1600	<input type="checkbox"/> Order picked up <input type="checkbox"/> Order completed
<input type="button" value="Ok"/>	<input type="button" value="Cancel"/> <input type="button" value="Refax to Trucker"/> <input type="button" value="Terminate Order"/> <input type="button" value="Comments"/>



Order Details	
File Place Orders Update Orders List Place Volume Orders	
Order Num: 283005	Status: WAITING PICK UP
For: 2660988	
NORFOLK COUNTY BRAINTREE	
BRAINTREE DPW DEPOT	
249 UNION ST	
BRAINTREE, MA	
Tanks: 2 Size: 10000 Ytd Gallons: 21500 Fill Type: GRAVITY	
Called by: DAVE	Caller phone: 7817948960
SCAC: <input type="text" value="GBCR"/> GLOBAL COMPANIES LLC	
Fax: <input type="text" value="GLOBAL COMPANIES LLC /7813982015"/>	PO: <input type="text"/>
Gallons: <input type="text" value="2500"/>	
Product: <input type="text" value="265/S10%ETHANOL 89 OCTANE UNLEAD"/>	BID ACCOUNTS
Terminal: <input type="text" value="1500"/> REVERE TERMINAL	
Del Date: <input type="text" value="09222014"/> Contact: <input type="text" value="STEVE O'BRIEN"/>	Phone: <input type="text" value="7817948960"/>
Del Ins: <input type="text" value="1 - 4,000 GALLON GAS TANK"/>	Method of Confirmation:
<input type="text" value="1 - 6,000 GALLON ULSD TANK"/>	<input checked="" type="radio"/> None <input type="radio"/> Email <input type="radio"/> Fax
<input type="text" value="UNDERGROUND TANKS - LOCKED"/>	
<input type="text" value="DELIVERIES: MONDAY - FRIDAY 6AM - 3PM"/>	
Placed by: COLON on: 09/20/2014 at: 1417	<input type="checkbox"/> Order picked up <input type="checkbox"/> Order completed
<input type="button" value="Ok"/>	<input type="button" value="Cancel"/>
<input type="button" value="Refax to Trucker"/>	<input type="button" value="Terminate Order"/>
	<input type="button" value="Comments"/>



545158

COMPANIES L.L.C.

800 South Street

Water Mill Center

Waltham, Massachusetts 02454

Telephone 781 894-8800

DATE 9-22-14

METER RECONCILIATION

HAZARDOUS MATERIALS

Wentworth County  
 Brentwood Dr  
 249 Union St  
 Danvers, MA  
 01923  
 5046958  
 28/100H  
 78/100H

144899  
 #265  
 2003

"Updated Material Safety Data Sheets are available at www.globalp.com under the Useful Resources tab - or by phone at 781-894-8800"

# LIGHT OIL BILL OF LADING AND/OR PRODUCT RECEIPT NOT NEGOTIABLE

FOR CHEMICAL EMERGENCY SPILL, LEAK, FIRE EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 CITGO Petroleum Corp CCN 4886

## SEE EMERGENCY RESPONSE, HEALTH AND PHYSICAL HAZARDS

If or when this instrument constitutes a Bill of Lading, the property described below, in apparent good order, is received by the carrier shown herein, which carrier agrees to transport to the consignee and destination shown herein subject to the terms and conditions of the special contract between the carrier and the consignor in effect on the date of the issue of this Bill of Lading. In the absence of a special contract, transportation will be subject to all the terms and conditions of the carrier's tariffs legally on file. It is further agreed by the carrier that the transportation of this shipment will be performed in compliance with all applicable Rules, Regulations and Laws.

Any gasoline listed below is in compliance with the applicable standards for volatility in effect at the time of the product transfer and has been added in accordance with requirements specified under section 211(1) of the Clean Air Act.

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Except when indicated as Shipper, Supplier assumes no liability for freight and other charges. Shipper or its designee is liable for freight and other charges. Destination, if shown is designated by the Shipper.

**BOL NUMBER**

144899

RECEIVED BY CARRIER PER DRIVER  
x MICHAEL CONCANNON

RECEIVED AT DESTINATION  
CUSTOMER

SUPPLYING 3110 - CITGO Petroleum Corp EPA #: 404481780 TCN #: T04MA1155 SPLC #: 143330 TERMINAL 781.848.2595  
TERMINAL: 385 Quincy Avenue E. Braintree, MA 02184 PHONE NO.:

### D.O.T. HAZARDOUS MATERIAL DESCRIPTION

HM	UN/NA Number	DOT Shipping Name	Hazard Class	Packing Group	GALLONS LOADED(GL)
X	UN 1203	GASOLINE	3	PGII, 1 cargo tank	2503
					Total : 2503

CONSIGNEE: GLOBAL COMPANIES, (SOLD TO) L.L.C. - EPA: 4069 WALTHAM, MA 02453  
DESIGNEE: M CONCANNON/MA DEL (SHIP TO) MA DEL, MA  
CUSTOMER TYPE: Exchange  
CUSTOMER DEST: 248709  
CUSTOMER CARD: 248709  
CUSTOMER FEIN:

CARRIER: GLOBAL COMPANIES LLC 800 SOUTH ST WALTHAM, MA 02454  
SCAC: GBCP  
CARRIER FEIN: 04-3443029  
TRAILER: GBCP 1006

SUPPLIER: 0005-GLOBAL COMPANIES, L.L.C. - EPA: 4069  
TAX LICENSE:  
DRIVER CARD: 34967  
DRIVER NAME: MICHAEL CONCANNON  
VAPOR ID:

PO/CUST REF #:  
LOAD RACK: Bay 5  
LOAD START: 9/22/2014 06:54  
LOAD END: 9/22/2014 07:00

### FINISHED PRODUCT

Product	Description	Gross (GL)	Net (GL)	API	Temp.(F)	OCT	RVP	Footnotes
12232	89 RFG, NON-VOC, 10% ETHANOL	2503	2504	63	58.96	89	0	1,2,3
	Gasoline:	2253	2254					
	Ethanol:	250	250					

1. This product contains 10% ethanol. Further ethanol blending is not advised.
2. No assigned RINs transferred by CITGO Petroleum Corp.
3. Reformulated Gasoline, Phase 2 - Non - VOC Controlled. Min/Max standards: Benzene 1.3 Vol.% max. Contains 10 vol.% denatured fuel ethanol.

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## EMERGENCY RESPONSE, HEALTH and PHYSICAL HAZARDS

GASOLINE...UN1203 (ALL GRADES) DANGER! HIGHLY FLAMMABLE, HARMFUL OR FATAL IF SWALLOWED  
FUEL OIL... NA1993 KEROSENE... UN1223 FUEL AVIATION... UN1863 (TURBINE ENGINE) DANGER! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED  
ETHANOL... UN1170 (DENATURED ETHANOL) DANGER! FLAMMABLE LIQUID, HARMFUL OR FATAL IF SWALLOWED CANNOT BE MADE NON-TOXIC

### POTENTIAL HAZARDS

#### FIRE OR EXPLOSION

\*HIGHLY FLAMMABLE Will be easily ignited by heat, sparks or flames. \*Vapors may form explosive mixtures with air. \*Vapors may travel to source of ignition and flash back. \*Most vapors are heavier than air, they will spread along ground and collect in low or confined areas (sewers, basements, tanks). \*Vapor explosion hazard indoors, outdoors or in sewers. \*Runoff to sewer may create fire or explosion hazard. \*Containers may explode when heated. \*Many liquids are lighter than water.

HEALTH \*Fire may produce irritating, corrosive and/or toxic gases. \*Vapors may cause dizziness or suffocation. \*Runoff from fire control or dilution water may cause pollution.

### PUBLIC SAFETY (CALL EMERGENCY RESPONSE TELEPHONE NUMBER 800-424-9300)

\*Isolate spill or leak area immediately for at least 25 to 50 meters (80 to 160 feet) in all directions. \*Keep unauthorized personnel away. \*Stay upwind. \*Keep out of low areas. \*Ventilate closed spaces before entering.

PROTECTIVE CLOTHING \*Wear positive pressure self-contained breathing apparatus (SCBA). \*Structural firefighters' protective clothing will only provide limited protection.

EVACUATION Large Spill: \*Consider initial downward evacuation for at least 300 meters (1000 feet)

FIRE \*If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions, also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

### EMERGENCY RESPONSE

FIRE CAUTION: All of these products have a very low flash point. Use of water spray when fighting fire may be inefficient.

Small Fires \*Dry chemical, CO<sub>2</sub>, water spray or regular foam. Alcohol resistant is required for ethanol/Denatured Alcohol.

Large Fires \*Water, spray, fog or foam. \*Do not use straight streams. \*Move containers from fire area if you can do it without risk.

#### Fire Involving Tank or Car / Trailer loads

\*Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. \*Cool containers with flooding quantities of water until well after fire is out. \*Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank. \*ALWAYS stay away from the ends of tanks.

\*For massive fire, use unmanned hose holders or monitor nozzles: If this is impossible, withdraw from area and let fire burn.

#### SPILL OR LEAK

\*ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). \*All equipment used when handling the product must be grounded. \*Do not touch or walk through spill material. \*Stop leak if you can do it without risk. \*Prevent entry into waterways, sewers, basements or confined areas. \*A Vapor suppressing foam may be used to reduce vapors. \*Absorb or cover with dry earth, sand or other non-combustible material, transfer to containers. \*Use clean non-sparking tools to collect absorbed material.

Large Spills \*Dike far ahead of liquid spill for later disposal. \*Water spray may reduce vapor; but may not prevent ignition in closed spaces.

#### FIRST AID

\*Move victim to fresh air. \*Call emergency medical care. \*Apply artificial respiration if victim is not breathing. \*Administer oxygen if breathing is difficult. \*Remove and isolate contaminated clothing and shoes. \*In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. \*Wash skin with soap and water. \*Keep victim warm and quiet. \*Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#15-039



**TOWN OF BRAINTREE**  
DEPARTMENT OF MUNICIPAL FINANCE  
One JFK Memorial Drive  
Braintree, Massachusetts 02184  
Tel: 781-794-8035 Fax: 781-794-8181

Edward J. Spellman, Jr.  
Director of Finance

Joseph C. Sullivan  
Mayor

To: Thomas M. Bowes, President of the Council  
Clerk of the Council  
Town Clerk

Cc: Joseph C. Sullivan, Mayor  
Michael Coughlin, Chief of Staff and Director of Operations

From: Edward Spellman, Director of Municipal Finance

A handwritten signature in black ink, appearing to be "E. Spellman", is written over the name of the sender.

Date: September 22, 2015

RE: Prior Fiscal Year Unpaid Bill

We have just been notified that our gasoline vendor Global Montello Group Corp. that during a recent audit they discovered that two deliveries to the town's gas facility located at the DPW yard on Union Street were never billed to the town. The two bills were for gasoline deliveries of approximately 2,500 gallons each on August 15, 2014 and September 22, 2014. Global has proposed to compensate the town for the inconvenience of their mistake by charging the Town a reduced price per gallon. They propose billing the town for the two deliveries at the current rate of \$1.5985 per gallon (a six year low) and approximately \$1.20 per gallon less than we would have paid if they had billed us in the normal course of business.

The original bills if generated would have totaled \$15,242.32 and Global has propose billing the town at the current market price and that total is \$9,224.91 a reduction of \$6,017.41. These invoices was not billed or received, and therefore, not paid prior to the close of the fiscal year June 30, 2015. Staff has reviewed these invoices and has confirmed the deliveries in the last fiscal year and we that we were not billed and did not pay these invoices. There were sufficient funds in the DPW's Facilities and Equipment

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 SEP 21 PM 2:16

Maintenance program to have paid these invoices last year if they were presented for payment in the last fiscal year.

Pursuant to G.L. c. 44, §64, this vote requires a two-thirds vote of the Town Council.

If approved, the appropriate motion for the Council is as follows:

MOTION: That the sum of \$9,224.91 be Re-Appropriated from the fiscal year 2016 Department of Public Works Facilities and Equipment Maintenance Program 02, Diesel Fuel line item account 01- 40002-5485 for the purpose of paying an unpaid bill to Global Montello Group Corp. for the two unbilled fuel deliveries dated August 15, 2014 and September 20, 2014 which were incurred prior to July 1, 2015, which were not in excess of the Fiscal year 2015 appropriation.

Please be advised that this re-appropriation order is subject to the advertising provisions of Section 2-9 of the Charter.



GLOBAL MONTELLO GROUP CORP. 800 South Street P.O. Box 9161 Waltham, MA 02454-9161 ph: 781-894-8800 fx: 781-398-9000

Town of Braintree  
Accounts Payable  
245 Union St  
Braintree, MA 02184

RE: August 15, 2014 Invoice

To Whom It May Concern,

During a recent audit, it was discovered that an August 15, 2014 delivery was never billed to you. The order was placed by Dave on August 15, 2014 for the DPW on Union St.

In order to minimize any inconvenience we have caused, we would like to bill you at today's price at \$1.5985 instead of the \$2.797 due to the fact the market is currently at record six year lows. We apologize for the untimely billing of your account.

If you have any questions or concerns, please contact us at [bids@globalp.com](mailto:bids@globalp.com) or 1-781-398-4003.

Katie Doherty

Global Montello Group Corp

FROM

Global Montello Group Corp  
P.O. Box 9161  
Waltham, Ma 02454-9161



(781) 891-4000

DELIVERED TO

NORFOLK COUNTY BRAINTREE  
BRAINTREE DPW DEPOT  
249 UNION ST  
BRAINTREE, MA

PLEASE REMIT PAYMENT TO

P.O. Box 3372 \*\*\*  
Boston, Ma 02241

TO

TOWN OF BRAINTREE  
ATTN: NANCY KENNEDY  
245 UNION ST  
BRAINTREE, MA 02184

INVOICE NO. 3406157  
INVOICE DATE 08/28/2015  
ACCOUNT NO. 1 02660988/90

DATE	REFERENCE	ST	DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
08/15/2014	5082-138070	21	S10%ETH 87 OCT RFG	2,504.0	G	1.59850	4,002.64
			Oil Liability Trust Fee		B	.07200	4.29
			Leaking Under. Stor. Tax		G	.00100	2.50
			State Fuel Tax		G	.24000	600.96
			Oil Response/Spill Fee		B	.05000	2.98
			<b>Total Price including Taxes and Fees</b>			<b>1.84240</b>	

Terms: NET 45 DAYS

FINANCE CHARGE COMPUTATION - A late payment FINANCE CHARGE of 1 1/2% per month will be added on any balance 30 days or more past due. (ANNUAL PERCENTAGE is 18%). The late charge is computed and accumulated daily based on the monthly rate divided by 30 days.

TOTAL

4,613.37

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TO INSURE PROPER CREDIT PLEASE DETACH THIS PORTION AND RETURN WITH YOUR REMITTANCE IN ENVELOPE PROVIDED.

FROM

Global Montello Group Corp  
P.O. Box 9161  
Waltham, Ma 02454-9161



DELIVERED TO

NORFOLK COUNTY BRAINTREE  
BRAINTREE DPW DEPOT  
249 UNION ST  
BRAINTREE, MA 02184

ACCOUNT NO.	INVOICE DATE	INVOICE NO.
1-02660988/90	08/28/2015	3406157

PLEASE REMIT PAYMENT TO

Global Montello Group Corp  
P.O. Box 3372 \*\*\*  
Boston, Ma 02241

DUE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
10/12/2015	4,613.37	\$ _____

Net Amt 4,613.37

02660988 3406157 9 0000461337 0000461337



GLOBAL MONTELLO GROUP CORP. 800 South Street P.O. Box 9161 Waltham, MA 02454-9161 ph: 781-894-8800 fx: 781-398-9000

Town of Braintree  
Accounts Payable  
245 Union St  
Braintree, MA 02184

RE: September 22, 2014 Invoice

To Whom It May Concern,

During a recent audit, it was discovered that a September 22, 2014 delivery was never billed to you. The order was placed by Dave on September 20, 2014 for the DPW on Union St.

In order to minimize any inconvenience we have caused, we would like to bill you at today's price at \$1.7183 instead of the \$2.8036 due to the fact the market is currently at record six year lows. We apologize for the untimely billing of your account.

If you have any questions or concerns, please contact us at [bids@globalp.com](mailto:bids@globalp.com) or 1-781-398-4003.

Katie Doherty

Global Montello Group Corp

F  
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M

Global Montello Group Corp  
P.O. Box 9161  
Waltham, Ma 02454-9161



(781) 891-4000

DELIVERED  
TO

NORFOLK COUNTY BRAINTREE  
BRAINTREE DPW DEPOT  
249 UNION ST  
BRAINTREE, MA

PLEASE  
REMIT  
PAYMENT  
TO

P.O. Box 3372 \*\*\*  
Boston, Ma 02241

TO

TOWN OF BRAINTREE  
ATTN: NANCY KENNEDY  
245 UNION ST  
BRAINTREE, MA 02184

INVOICE NO. 3407501

INVOICE DATE 08/31/2015

ACCOUNT NO. 1 02660988/90

DATE	REFERENCE	ST	DESCRIPTION	QUANTITY	U/M	PRICE	AMOUNT
09/20/2014	5082-545158	21	S10%ETH 87 OCT RFG	2,503.0	G	1.59850	4,001.05
			Oil Liability Trust Fee		B	.07200	4.29
			Leaking Under. Stor. Tax		G	.00100	2.50
			State Fuel Tax		G	.24000	600.72
			Oil Response/Spill Fee		B	.05000	2.98
			<b>Total Price including Taxes and Fees</b>			<b>1.84240</b>	

Terms: NET 45 DAYS

FINANCE CHARGE COMPUTATION - A late payment FINANCE CHARGE of 1 1/2% per month will be added on any balance 30 days or more past due. (ANNUAL PERCENTAGE is 18%). The late charge is computed and accumulated daily based on the monthly rate divided by 30 days.

**TOTAL**

**4,611.54**

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TO INSURE PROPER CREDIT PLEASE DETACH THIS PORTION AND RETURN WITH YOUR REMITTANCE IN ENVELOPE PROVIDED.

F  
R  
O  
M

Global Montello Group Corp  
P.O. Box 9161  
Waltham, Ma 02454-9161



DELIVERED  
TO

NORFOLK COUNTY BRAINTREE  
BRAINTREE DPW DEPOT  
249 UNION ST  
BRAINTREE, MA 02184

ACCOUNT NO.	INVOICE DATE	INVOICE NO.
1-02660988/90	08/31/2015	3407501

PLEASE  
REMIT  
PAYMENT  
TO

Global Montello Group Corp  
P.O. Box 3372 \*\*\*  
Boston, Ma 02241

DUE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
10/15/2015	4,611.54	\$ _____

Net Amt 4,611.54

02660988 3407501 9 0000461154 0000461154