

**Town Of Marshfield
Charter Review Committee Joint Meeting Minutes
Seth Ventress Building Auditorium
July 28, 2016**

Present: William Bowers, Daniel Burke, Jonathan Grabowski, Bruce Spitler, Barbara Farnsworth,, Scott Borstel, Don Gibson, Alyssa McNaamara Reed and Robert Marzelli, Esq..

Also in attendance were Town Attorney Robert Galvin and Board of Selectman Liaison Stephen Robbins. Minutes were taken by CRC Clerk Dan Burke.

Absent:

1. CALL TO ORDER

The meeting was called to order for the Charter Review Committee at 6:37 p.m.

The School Committee called their meeting to order at 6:40 p.m.. In attendance for the School Committee were Superintendent Jeffrey Granatino, School Committee Chair Sean Costello, School Committee members Heidi Church and Carol Shrand. The committee members were joined by Nancy Currie, a long-time member who just retired this year and was invited by the committee.

2. Announcements

Mr Bowers opened the meeting by announcing that the meeting would be recorded by MCTV. The meeting was not audio recorded.

3. New Business

The Charter Review Committee conducted interviews with four scheduled committees , their members and town employees who work with those committees. Each committee was provided with a standard list of questions ahead of time and asked to address these during their presentation. Below of the themes and key points mentioned by the presenters:

School Committee-

- Need to strengthen communication and working relationships between all town departments
- Dr. Granatino discussed the concept of a formal Town Finance Team that consisted of dept. leadership and board leadership from throughout the town that met on a regular basis. Said this type of system working in Canton. This group, including town administrator would work together on budget and have an on-going budget planning process.

- School Committee members interested in having control of playing fields. Superintendent interested in having more of a maintenance team but concerned about not having the resources to do the large portions of maintenance , field management etc.
- Consider having a facilities department within the School Department. Strong need to develop a centralized communication and decision making process regarding facilities and fields.
- Discussed the memorandum of understanding between DPW and School Dept. with small role of Recreation Dept.
- Need for accountability in all departments. Need for continued ongoing department head meetings.
- Several members recommended considering a five member Board of Selectman.
- Several members recommended reviewing the role of the DPW and could their responsibilities and possibly a member be incorporated into the B.O.S.
- Committee members recommended a Finance Director position
- Would like to consider moving back town meeting dates and town warrant dates to allow for the publishing of House One Budget by the Governor.

Library Director and Library Trustees (Cyndee Marcoux, Library Director and Wallace Coyle, Chair of Trustees)

- Library director said that Marshfield has the least amount of Selectmen and most amount of committees of any of the towns that Director had worked in.
- Mr. Coyle recommended that town should publicize an updated organizational Chart.
- Both Representatives recommended that the town hire a town manager or strong town administrator. Town needs to increase internal accountability. Library Director described not knowing who to go to for what. Reps. Stated that town was in need of accountability and leadership.
- Town needs to consider a five member board of selectmen
- Mr. Coyle recommended that town develop a process and plan to recruit highly qualified people for various committees especially committees that require expertise in certain subject areas such as Capital Budget in Norwell recruiting senior leadership from major banks..
- Mr. Coyle expressed concerns about independent board such as Board of Public Works that lack accountability.
- Believe the town needs to consider term limits for boards, committees, chairs of these groups-both elected and appointed.
- Expressed concern about budget process. The time it takes , the process to get to the point of the budget doing to the advisory board.
- Ms. Marcoux expressed concern about the library budget and the inability to maintain the levels of funding required by state certification. This requires that budget should increase by 2.5% every year. Also , unlike other towns , library fines go into general fund, not to the library.
- Budget process confusing, feel they have no input with advisory committee and any other changes that take place at that level.

- Stressed need to improved communication between all departments and all levels within departments. Often communication between deparments will not be acknowledged or responded to.
- Recommend changing town moderator and town clerk to appointed positions due to the skills and experience required.
- In favor of a finance director
- Town needs to work on communication between all departments.

Recreation Department (Ned Bangs, Director and Jan Dobsovits, Member of Recreation Commission)

- feel that no department has been funded properly to care for fields.
- In favor of five –member board of selectmen
- In favor of retaining a independent recreation commission, although admitted they have had difficulty retaining members. consider reducing size of committee
- In favor of term limits for boards, committees and their leadership..
- emphasized need to improve communication between all departments. Feels that current “all dept. “ head meetings have helped.
- need for HR Department and HR support for department heads.
- Challenges faced with working in town with a variety of independent boards and departments. If told no by a certain dept., no place to go for appeal or correction.
- In favor of appointed town moderator and town clerk.
- When asked about Rec. Dept. being under the DPW, do not like this, feels more comfortable and works more often with School Department than DPW.
- In favor of a town manager or strong town administrator , need a person to lead town and hold all accountable.
- Budget process works well for rec. dept.
- Not sure that a Finance Director as an elevated position is necessary , although various town administrators have recommended it.
- In favor of a representative town meeting, would like to start earlier, have a five minute break and allow for more flexible seating. Recommended that all department heads should be at all nights of town meetings.

Town Labor Counsel- John Clifford

- recommend no sum of money or placeholders allowed in warrant.
- recommends that the Board of Selectmen use their authority as granted by the charter to ensure a sound and complete warrant.
- opposed to moving town meeting back. Thinks that if you move meeting back, departments and town will just further delay the process.
- Gave example of Duxbury having a Saturday meeting in March and getting it done in one day.
- Discussed example of facilities director postion being identified as necessary by all and stated that in most towns, the facility director works in the DPW but due to poor communication and issues between departments and boards such as BOS and DPW or DPW and school committee, town developed a work-around process where the facilities

director reports to Superintendent and Town Administrator depending building in question.

- recommended several times that need for a strong town administrator or town manager. Need one person who is accountable , one person whom town employees must ultimately answer to.

- town of Marshfield, with a weak town administrator, has a decentralized government with no central point of accountability. Board of Selectmen and town administrator have direct control over less than 20% of town budget.

- No one person is responsible to ensure that town services, town budget are accountable . No one person responsible that town departments, town employees perform their duties. Town currently has a number of elected officials who report to no one, who are accountable to no one.

- not in favor of a larger board of selectmen. They tend to operate as a board of directors. Would not work with current town administrator job description.

- strong town manager should have all responsibility for hiring and firing of department heads. In a town with decentralized government , run by volunteer or token paid boards, the most common problem is personnel management. Personnel issues are ignored or delayed, then when too late ends up in hands of labor counsel, collective bargaining process .

- recommends a DPW that operates without a Board. Have professional leadership , accountable to Town Manager and Board of Selectmen.

- DPW has more personnel issues than all other departments and town.

- complete myth that a elected board is more accountable than an appointed board.

- recommended an appointed town clerk. Current clerk , as an elected position, not required to participate in training, be certified or have a certain level of experience.

- recommend a finance director position but it should be part of a organized finance department consisting of town accountant and town assessor reporting to Finance Director.

- issue is not open town meeting or representative town meeting. Issue in Marshfield is that it is barely regulated and functions poorly in Marshfield. Functions better in other towns. Residents are more respectful in other towns. Town meeting attendance has plummeted in Marshfield.

- trend in state and nationally is to go to a town or city council.

- consider having two town meetings instead of a annual and a “Special” that happens every year and is planned for.

- No one actually has the authority to enforce town charter.

Requested Documents

The Charter Review Committee requested the following documents be provided prior to the next meeting:

- a. Job Descriptions for Town Administrator, Treasurer/Collector , Town Accountant and Facilities Manager
- b. A copy of the Memorandum of Understanding between School Department and DPW regarding the fields.

- c. The list of Six Policy Positions regarding Town Meeting and Warrant as adopted by the Board of Selectmen.

4. Old Business

Discussed status of minutes from July 14th. Mr. Burke distributed via e-mail to committee members recommendations for additions to the minutes. Ms. Hebert is absent this evening so acceptance of minutes was delayed till next meeting.

Reviewed the Upcoming Schedule. The next meeting will be August 11th and will have the Treasurer/Collector, Town Accountant, Advisory Committee, Capital Budget Committee and Community Preservation Committee appearing.

5. Public Comment Period

No persons expressed an interest to speak during the public comment period.

6. Acceptance of Minutes

See old business, minutes for July 14th still under review.

7. Next Meeting

August 11, 2016- 6:30 p.m. @ Seth Ventress Building Auditorium

8. Adjournment



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THE COMMONWEALTH OF MASSACHUSETTS

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Chapter 178

AN ACT ESTABLISHING A DEPARTMENT OF PUBLIC WORKS IN THE TOWN OF EAST BRIDGEWATER.

[PREV](#) [NEXT](#)

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

SECTION 1. There shall be in the town of East Bridgewater a department of public works, in this act called the department, which shall be under the supervision and control of the board of selectmen, in this act called the board. The department shall be organized in the following divisions: highway and land management; solid waste and recycling; water; and such other divisions as the town may determine from time to time.

SECTION 2. The department shall have all the powers, functions, duties and responsibilities now vested by any general law, special law or by-law in, or exercised by, the following: departments, boards, commissions and offices: highway surveyor; highway department; tree warden; tree and land management department; superintendent of pest control; board of water commissioners; water department; overseer of solid waste and recycling; and parks commissioners. The highway surveyor, office of highway surveyor, the tree warden, the office of tree warden, the board of water commissioners, the board of parks commissioners, the office of superintendent of pest management and the office of overseer of solid waste are hereby abolished. No existing contract or liability shall be affected by the abolishment, but the department shall, in all respects, be the lawful successor of the boards, departments and offices so abolished.

SECTION 3. The department shall have additional powers, duties and responsibilities as the town may, from time to time, provide by by-law or appropriation including, but not limited to, maintenance of town owned motor vehicles, maintenance of town and school buildings, exclusive of janitorial services, wastewater treatment and sewers, and engineering, any other law to the contrary notwithstanding.

SECTION 4. The board shall determine the qualifications of a director of public works and,

subject to appropriation, fix the compensation of the director. The board may appoint the director for a term not to exceed 3 years and may establish a contract of employment with the director. The director shall exercise and perform under the supervision and direction of the board the powers, rights and duties which have been transferred to the department and as the board may, from time to time, designate. The board may remove the director when in its judgment the public interest so requires. The director shall have authority for carrying out the policies of the board and over the operations of the department. Subject to the approval of the board and following a public hearing before the board, the director may fix the rates, charges and fees considered necessary. The director shall be the appointing authority for the department and may hire such staff and assistants considered necessary, subject to appropriation.

SECTION 5. All persons employed by or under the supervision of the offices, boards and commissions abolished or affected by this act, other than those persons holding an elected position abolished in section 2, shall, upon the effective date of this act, be transferred to the department. The transfers of employees shall be made without loss of pay and without loss of retirement or pension rights, or any other privileges under any provision of law or by-law as a result of this act.

SECTION 6. Upon the effective date of this act, all records, offices, property, equipment and facilities owned by the town of East Bridgewater and under the control of the offices, boards, or commissions abolished by this act shall be transferred to and under the control and direction of the department.

SECTION 7. This act shall take effect on July 1, 2006.

Approved January 5, 2006.

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Warrant Article Submission Requirements

Requirements for submission of Annual and Special Town Meeting warrant articles from all Town Departments, Boards and Committees:

- 1) All articles must be written in a draft form. The Selectmen's office will not accept any submission that is one, two or three words.
- 2) The Board of Selectmen will require all Town Departments, Boards and Committees to submit a hard copy of their article to the Selectmen's office where it will be date stamped within the required deadlines.
- 3) Once the article has been stamped in to the Selectmen's office it should be emailed to both Bev and Kate in order for the office to be able to keep track of submissions.
- 4) About one week after your submission, call the Selectmen's office to make arrangements to stop by to view your article and make any necessary changes. It may be necessary to stop by more than once.
- 5) It is the responsibility of each Department, Board or Committee to make sure their article has been received in a timely fashion.
- 6) All articles shall be submitted with a specific sum of money at least 30 days prior to the publication of the warrant.

Adopted by the Board of Selectmen 07/25/2016

TOWN OF MARSHFIELD
Town Meeting Calendar and
Budget Schedule –FY2018 version #3

<u>Due</u>	<u>Date</u>	<u>Item</u>
<i>July 11, 2016</i>		<i>Board of Selectmen votes the dates to Open and Close the Special Town Meeting Warrant (sometime in early August).</i>
<i>August 1, 2016- August 11, 2016</i>		<i>The Special Town Meeting opens for 10 days in August.</i>
<i>September 26, 2016</i>		<i>Printed warrant available at Town Hall.</i>
<u>October 4, 2016</u>		Joint Hearing – Advisory Board/Board of Selectmen at Furnace Brook Middle School Auditorium at 7:00 p.m.
<u>October 14, 2016</u>		Distribution of Operational and Capital Budget forms and instructions to all Town Departments Review Preliminary 5 year Fiscal Forecast at Department Head Meeting. Preliminary review of FY2017 revenue estimates by Fiscal Team; Collector/Treasurer, Town Accountant, Chief Assessor, DPW Business Mgr, Town Administrator, School Superintendent and Business Manager.
<i>October 5, 2016 or 12, 2016</i>		<i>Printed warrant in the Mariner.</i>
<i>October 24, 2016</i>		<i>Special Town Meeting.</i>
<u>November 10, 2016</u>		Capital Budget submissions due to the Town Administrator's office. (1)
<u>November 17, 2016</u>		Capital Budget submissions due to Capital Budget Committee.(2)
<u>November 23, 2016</u>		Information about budget compilation will be provided by the Town Administrator. Operational Budget draft due to Collector Treasurer
<u>December 1 – 16, 2016</u>		Town Administrator, Town Accountant and Collector Treasurer will review budgets with department heads.
<u>December 19, 2016 - January 9, 2017</u>		The Board of Selectmen will meet with the Town Administrator and

Department Heads as needed to review FY2018 Operational and Capital Budget requests

December 7, 2016

Board of Selectmen announces the Opening and Closing of the Annual Town Meeting Warrant and publication in local newspaper.(3)

December 16, 2016

Draft Indirect Cost Submission for Enterprise Funds

Annual Town Meeting

WARRANT OPENS JANUARY 3, 2017
CLOSES JANUARY 23, 2017

1 Town Charter Article 5 Section 5-6
2 Town Charter Article 5 Section 5-6
3 Town Charter Article 2 Section 2-4 (b)

January 9, 2017

Town Administrator will discuss the FY2018 preliminary budget with the Board of Selectmen and will review the revenue forecasts.

January 3, 2017

Annual Town Meeting Warrant Opens (4)
•New Year's Day is Sunday – Monday is holiday.

January 3 or 9th 2017

Vote the dates that the Special Town Meeting Warrant opens in Order to get it published in the Mariner before January 23, 2017 which is 7 days before January 30th..

January 23, 2017

FY2018 Budget Presentation by the Town Administrator to Joint session of the Board of Selectmen and Advisory Board. (5)

The Board of Selectmen will submit their recommended budget to the Advisory Board and the recommended capital improvement plan to the Advisory Board and Capital Budget Committee.

January 23, 2017

Annual Town Meeting Warrant Closes (6)

JANUARY 30, 2017

Warrant Article Review with Town Counsel, Time TBD *

January 24, 2017 to
March 3, 2017

The Advisory Board conducts formal hearings to determine recommendations on the Town budgets and warrant articles for the Annual Town Meeting.

January 30, 2017

Special Town Meeting Warrant opens (7)

<u>February 9, 2017</u>	Special Town Meeting Warrant closes (8)
<u>FEBRUARY 13, 2017</u>	Warrant Article Review with Town Counsel, Time TBD **
<u>March 27, 2017</u>	Annual Town Meeting Warrant available for Public Distribution. (9) Posting Special and Annual Town Meeting Warrant (10)
March 28, 2017	Board of Selectmen / Advisory Board Joint Budget Hearing (11)
<u>April 5, 2017</u>	Town Meeting Warrant published in the Newspaper (12)
<u>April 24, 2017</u>	Annual Town Meeting (13) Special Town Meeting

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- 4 Town Charter Article 2 Section 2-4 (a)
 - 5 Town Charter Article 5 Section 5-2
 - 6 Town Charter Article 2 Section 2-4 (a)
 - 7 Town Charter Article 2 Section 2-4 (a)
 - 8 Town Charter Article 2 Section 2-4 (a)
 - 9 Town General Bylaws Article 1 Section 2
 - 10 Town Charter Article 2 Section 2-4 (b)
 - 11 Town Charter Article 5 Section 5-5 (a)
 - 12 Town Charter Article 2 Section 2-3
 - 13 Town Meeting – Article 70 April 24, 1978 Annual Town Meeting
 - 14 * NEW added to Calendar 11/13/13
 - 15 ** NEW added to Calendar 11/13/13

Dates are subject to change depending upon unforeseen circumstances and emergencies. Locations to be announced where applicable. Special Town Meeting only applicable if called by the Board of Selectmen or citizen's petition.

**Town of Marshfield Massachusetts
Draft Job Description**

Position Title:	Town Accountant	Grade Level:	
Department	Accounting	Date:	
Reports to:	Town Administrator	FLSA Status	

Statement of Duties: The Town Accountant is responsible for the maintenance of the general ledger, reconciliations and the payment of all accounts payable. The Town Accountant is responsible for year end financial reporting to the State. Employee is required to perform all similar or related duties.

Supervision Required: Under the administrative direction of the Town Administrator, working from municipal policies and objectives; individual establishes short-range plans and objectives, Town performance standards and assumes direct accountability for department results. Consults with supervisor only where clarification, interpretation, or exception to municipal policy may be required. The employee exercises control in the development of departmental policies, goals, objectives and budgets. The employee is also expected to resolve all conflicts, which arise and coordinate with others as necessary.

Supervisory Responsibility: Employee, as a regular and continuing part of the job, is accountable for the quality and quantity of work done by subordinates and assures the accomplishment of the assigned work in the prescribed manner. Supervisory functions typically consist of most of the following: plans, schedules and coordinates work operations to meet schedules, deadlines and priorities; revises work schedules to meet changes in workload or availability of manpower; recommends and justifies to higher levels of management changes in the organization of work, work methods or assignment of functions to positions that may affect staffing patterns, costs, work standards, etc.; assigns work based on varying capabilities of employees; assures that completed work meets the required standard of quality, timeliness and cost, taking corrective actions as necessary, including rejecting the work; recommends promotions, reassignments, pay increases or other personnel actions; oversees attendance and leave, typically including approval of ordinary sick and vacation schedules; advises employees of performance requirements and prepares formal evaluations of performance; gives advice and instruction on both administrative and work matters; informs subordinates of organizational policies, goals and procedures; resolves employee complaints and effects disciplinary actions, such as oral warnings and reprimands; has substantial responsibility for technical soundness of subordinates' work. This employee supervises one (1) full time and one (1) part time employee.

Confidentiality: The employee has regular access on a department-wide basis to confidential information obtained during performance of regular position responsibilities in accordance with the State Public Records Law.

Accountability: Duties include *department level responsibility* for technical processes, service delivery, and contribution to municipal wide plans and objectives and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors,

Accounting
Town Accountant
8/22/2016

Town of Marshfield Massachusetts
Draft Job Description

missed deadlines or poor judgment could severely jeopardize department operations or have extensive financial and/or legal repercussions to the Town.

Judgment: Guidelines only provide limited guidance for performing the work. They may be in the form of administrative or organizational policies, general principals, legislation or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work environment involves everyday discomforts found in a municipal office setting subject to frequent interruptions. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant.

Nature and Purpose of Public Contact: Contacts are constantly with co-workers, the public, groups and/or individuals such as civic leaders, peers from other organizations, representatives of professional organizations, and the news media. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance. The employee on behalf of a department to communicate departmental practices, procedures, regulations or guidelines. The employee may be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

Occupational Risk: Duties of the job present little potential for personal injury. Risk exposure is similar to that found in a municipal office setting.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type 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.

1. Reviews all bills paid by the Town.
2. Certifies funding on all contracts and purchase orders.
3. Audits the general ledger and corrects by journal entry any discrepancy.
4. Certifies that the Town's payroll is accurate and that funds may be expended.
5. Serves as a member of the Town's Financial Management Team.
6. Prepares financial reports to Town boards/committees and department heads, and the State

Accounting
Town Accountant
8/22/2016

Town of Marshfield Massachusetts
Draft Job Description

showing the amount of purchase orders approved and warrants drawn during the preceding month and the balance of such appropriations remaining.

7. Reconciles monthly receivables and cash to Treasurer's balances.
8. Provides information and reports as requested in support of the annual town financial audit.
9. Prepares annual financial reports to the State and assists Auditors in completing the Town's annual financial audit.

Recommended Minimum Qualifications:

Education and Experience: Bachelor's Degree in Accounting or Finance with three to five (3-5) years of related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Certified Municipal Accountant

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of common policies, practices and procedures of the department and office operations; laws and regulations pertinent to the position functions including local, state and federal regulations (i.e. GASB 34).

Abilities: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information.

Skills: Proficient computer skills, business mathematical and accounting skills, recordkeeping and clerical skills, written and oral communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper.

Motor Skills: Position requires the application of basic motor skills to perform activities such as operating a personal computer and/or most other office equipment.

Visual Demands: Visual demands require the employee to constantly read documents and computer screens for general understanding and for analytical purposes.

Accounting
Town Accountant
8/22/2016

**Town of Marshfield Massachusetts
Draft Job Description**

Position Title:	Treasurer Collector	Grade Level:	
Department	Treasurer Collector	Date:	
Reports to:	Town Administrator	FLSA Status	

Statement of Duties: The Treasurer Collector is responsible for the receipt, investment and disbursement of all town funds and debt structuring. The position also oversees the functions of payroll and benefits administration. Employee is required to perform all similar or related duties.

Supervision Required: Under the administrative direction of the Town Administrator, working from municipal policies and objectives; individual establishes short-range plans and objectives, Town performance standards and assumes direct accountability for department results. Consults with Town Administrator only where clarification, interpretation, or exception to municipal policy may be required. The employee exercises control in the development of departmental policies, goals, objectives and budgets. The employee is also expected to resolve all conflicts, which arise and coordinate with others as necessary.

Supervisory Responsibility: Employee is accountable for the direction and success of programs accomplished through others. The Treasurer Collector is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The Treasurer Collector typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the department and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including or effectively recommending hiring, training, and disciplining of employees. The employee is responsible for the supervision of six (6) full time employees, one (1) part time employee, and one (1) seasonal employee.

Confidentiality: The employee has regular access at the departmental level to a wide variety of confidential information including personnel records, collective bargaining negotiations and law suits in accordance with the State Public Records Law.

Accountability: Duties include department level responsibility for technical processes, service delivery, and contribution to municipal wide plans and objectives and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department operations or have extensive financial and/or legal repercussions to the municipality.

Judgment: The work requires examining, analyzing and evaluating facts and circumstances

Treasurer Collector
Treasurer Collector
8/22/2016

Town of Marshfield Massachusetts
Draft Job Description

surrounding individual problems, situations, or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents, which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying complex federal, state and local regulations.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the essential functions of the position.

Work Environment: The work environment involves everyday discomforts found in a municipal office setting subject to frequent interruptions. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant.

Nature and Purpose of Public Contact: Relationships are constantly with co-workers, the public, groups and/or individuals such as civic leaders, peers from other organizations, representatives of professional organizations, and the news media. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance. The employee deals with the public and other individuals on behalf of a department to communicate departmental practices, procedures, regulations or guidelines. May be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

Occupational Risk: Duties of the job present little potential for personal injury. Risk exposure is similar to that found in a municipal office setting.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type 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.

1. Responsible for the reconciliation of cash, accounts receivable and other funds with the Town Accountant.
2. Structures long term debt and provides input and guidance to elected/appointed boards relevant to those areas.
3. Liaison to the Capital Budget Committee and the Advisory Board providing support, information and guidance to those boards/committees and attends their meetings.
4. Responsible for compliance with state and federal laws and mandates relevant to collection, investment of funds and payroll and benefits administration.
5. Secures and resolves tax liens including foreclosure.
6. Responsible for collection of all municipal charges.

Treasurer Collector
Treasurer Collector
8/22/2016

**Town of Marshfield Massachusetts
Draft Job Description**

7. Issues bills for all taxes and municipal charges, ensures collection in a timely manner and invests town funds for optimum yield in accordance with the Town's Investment Policies, State and Federal laws.

Recommended Minimum Qualifications:

Education and Experience: Bachelor's Degree in Finance or Accounting with a Master's degree preferred; five to seven (5-7) years of related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Certified Massachusetts Municipal Collector and Certified Massachusetts Municipal Treasurer. These certifications should be held or at least required within three (3) years of appointment.

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of Massachusetts General Laws, State and Federal laws regarding municipal finance; comprehensive knowledge of GAAP and UMAS; comprehensive knowledge of computer software applications in spreadsheet applications and word processing; knowledge of office procedures and equipment; knowledge of investing and dealing with investment firms. Working knowledge of technology such as office software (word processing, spread sheet and database management applications) and the Internet in support of department operations.

Abilities: Ability to communicate appropriately and effectively with people through spoken written, listening and reading skills; ability to learn and to train staff members; ability to budget and forecast revenue; ability to be bonded as both treasurer and collector; ability to function independently, common sense and tact in dealing with complex and sometimes sensitive situations such as tax title takings.

Skill: Proficient personal computer hardware and software skills, mathematical skills, recordkeeping and clerical skills; proficient written and oral communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little or no physical demands are required to perform the work. Must be able to lift, push or pull department office equipment.

Motor Skills: Position requires the application of basic motor skills for activities such as operating a personal computer and/or most other office equipment, keyboarding and/or work

Treasurer Collector
Treasurer Collector
8/22/2016

Town of Marshfield Massachusetts
Draft Job Description

processing, filing, moving objects and the sorting/filing of papers. The employee is required to sit, stand, stoop and reach with hands and arms in order to retrieve materials and department equipment.

Visual Demands: Position requires the employee to routinely read and interpret documents and reports for understanding and analytical purposes.

Treasurer Collector
Treasurer Collector
8/22/2016

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 4th day of February 2008, pursuant to M.G.L. c. 41, §108N, by and between the Town of Marshfield, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Rocco J. Longo, of Duxbury, Massachusetts, hereafter called "Town Administrator".

WITNESSETH:

1. Employer desires to employ the service of Rocco J. Longo as Town Administrator of the Town of Marshfield, as provided by Article 4 of the Marshfield Town Charter, which Article is attached hereto, and marked "Attachment A" and
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Town Administrator; and
3. The Town Administrator represents that he is qualified and capable of performing the duties and responsibilities of said position; and
4. The Town Administrator desires to accept full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ the Town Administrator as Town Administrator of said Town to perform the functions and related duties of said position as specified in the Marshfield Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, and the job profiles/descriptions/outlines, as agreed upon and signed by both the Employer and the Town Administrator, attached hereto, marked "Attachment B", and incorporated herein by reference, all of which may be amended, rescinded and supplemented from time to time by mutual agreement of the parties hereto; and to perform such other legally permissible and proper duties and functions as the Board of Selectmen (hereinafter called "Board"), or Town Meeting, shall from time to time assign. Provided, however that additional duties which substantially and materially change the nature or extent of the duties of the Town Administrator shall not be assigned without his consent. It is further agreed that the Town Administrator will represent Employer in collective bargaining matters not requiring the assistance of labor counsel and will be available to assist labor counsel in collective bargaining matters.

The Town Administrator hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 2. Term

The term of this Agreement shall be from March 2, 2014 through February 28, 2017 unless sooner terminated in accordance with the provisions hereof. Town Administrator agrees to remain in the exclusive employ of the Employer during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term.

The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed during Town Administrator's time off as long as the same does not interfere with the obligations the Town Administrator has to the Employer, nor is adverse to the interests of the Employer. Provided however, that the Town Administrator shall notify the Board prior to engaging in such activities.

Section 3. Salary

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Administrator the Employer agrees to pay the Town Administrator for his services rendered pursuant hereto an annual salary. Beginning March 5, 2008, the annual salary shall be \$135,000. On March 5, 2009 and on each successive March 5th thereafter, during the initial contract term, the Town Administrator's salary and performance will be reviewed by the Employer and, based on the Town Administrator's performance, will be increased by such amount, if any, as may be mutually agreed upon by Employer and Town Administrator. Beginning July 1, 2011, the annual salary shall be \$137,700 (2% increase). Beginning July 1, 2012, the annual salary shall be \$140,454 (2% increase). Beginning July 1, 2013, the annual salary shall be \$143,263 (2% increase).

B. The Employer shall in addition to his salary contribute \$5000 annually to a deferred compensation plan chosen by the Town Administrator. Such payments shall be made weekly.

C. The Town Administrator recognizes and agrees that he will not be entitled to any salary increases or changes in benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. To that end, the terms

of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of Marshfield.

The Board shall submit to the Town Meeting appropriation requests sufficient to fund this agreement.

Section 4. Suspension, Termination and Severance Pay

A. Suspension. Employer may suspend the Town Administrator for good cause, with pay and benefits, at any time during the term of this agreement, in accordance with Article 8-2-2 of the Marshfield Town Charter.

B. Termination for Malfeasance. The Employer may terminate the service of the Town Administrator at any time for malfeasance. The provisions of Article 8-2-3 and 8-2-4 of the Marshfield Town Charter shall apply to such termination. Upon termination for malfeasance under the provisions of this paragraph all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties. For purposes of this agreement "malfeasance" is defined as criminal misconduct or other intentional or deliberate acts involving moral turpitude, whether or not such acts are committed in the course of Town Administrator's employment with the Town.

C. Termination Other Than for Malfeasance. The Town Administrator may be terminated by the Employer for failure to meet performance goals established pursuant to Section 5 hereof, or for other good cause, as defined in Article 8-2-1 of the Marshfield Town Charter, before expiration of the aforesaid term of employment. In that event, Employer agrees to pay Town Administrator a lump sum cash payment of three months salary. Further, the Employer agrees to permit the Town Administrator to remain enrolled in the Employer's medical and life insurance plans for three months, provided

the Town Administrator pays his share of premiums attributable to his membership to the same extent as if he were still employed by the Employer.

The Employer also agrees to permit the Town Administrator to remain enrolled in the Employer's medical and life insurance plans for a further eighteen (18) months, or such longer term as may be required by applicable law, after the expiration of the period set out in the immediately preceding paragraph, provided the Town Administrator remits to the Town Treasurer one hundred percent (100%) of the insurance premiums attributable to this membership, monthly in advance. The provisions of this Section 4(C) shall survive the termination of this Agreement.

D. In the event Town Administrator voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Town Administrator shall give the Employer one month's notice in advance unless the parties otherwise agree. In the event the Town Administrator voluntarily resigns, he shall not be eligible for severance benefits.

E. Nothing shall prevent the Employer from undertaking the termination of the Town Administrator at such time as the Town Administrator is under suspension.

F. The acceptance by the Town Administrator of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Town Administrator may have against the Employer, its officers, agents, officials or employees.

Section 5. Performance Evaluation

Annually, the Board, in conjunction with the Town Administrator, shall define such goals and performance objectives, and the Town Administrator's role in the

attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. Provided however that should there be a disagreement over the goals and objectives, then the decision of the Board shall prevail. The Board shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Town Administrator shall prepare in writing and submit for the Board's approval such goals and objectives, which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Board shall review and evaluate the performance of the Town Administrator annually in March in accordance with the aforesaid goals and objectives and any other specific personal performance criteria and goals developed jointly by the Board and the Town Administrator. Further, the Board shall provide the Town Administrator with a summary written statement of the performance evaluation of the Town Administrator by the Board and provide an adequate opportunity for the Town Administrator to discuss this evaluation with the Board.

The Town Administrator shall not be terminated from his position pursuant to Section 4, Paragraph C, of this Agreement until at least three (3) months after he has received from the Board a written statement that his performance has been unsatisfactory.

Section 6. Hours of Work

Except as otherwise authorized, the Town Administrator shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Town Administrator may have to expend additional time beyond the normal Town Hall work day, and the Town Administrator agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

The Town Administrator shall not without the approval of the Board spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five hour limit shall not interfere with the obligations the Town Administrator has to the Employer, or be adverse to the interests of the Employer). Examples of such other activities include participation in state and regional associations. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

Section 7. Vacation, Holiday, Emergency Leave and Sick Leave

A. The Town Administrator shall accrue two weeks vacation leave as of March 5, and two further weeks of vacation leave as of July 1 of each year during the term of this agreement. A maximum of two weeks of unused vacation leave may be accumulated and carried over to subsequent years. Upon termination of this Agreement the Town Administrator shall have no right to receive any cash payment or "buyout" of sick leave.

B. Paid holidays, jury leave, and emergency leave as provided in the Employer's Personnel Bylaw (a copy of which is attached hereto, marked "Attachment

C"), shall be applicable to the Town Administrator.

C. The Town Administrator shall be allowed to buy back up to five (5) vacation days per fiscal year if existing budgetary appropriation is available; no additional funds shall be budgeted for this option.

Section 8. Health, Life Insurance and Other Benefits

The Town Administrator (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Marshfield on the same basis as other Town employees.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Town Administrator in accordance with M.G.L. c. 258. Employer acknowledges that it has accepted section 13 of said c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Town Administrator, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Employer agrees that it will maintain its current insurance policy, or a substantially similar policy, indemnifying the Town Administrator against liability arising out of acts taken in the course of his employment. The Town Administrator shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 10. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Town Administrator under any law, bylaw or regulation.

Section 11. Other Terms and Conditions of Employment

A. Reimbursement for Expenses. The Town Administrator shall be paid an allowance for business use of his private automobile in the amount of \$450 per month. The Town Administrator shall also be reimbursed for toll and parking expenses incurred in connection with his business use of his private automobile. The Town Administrator will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business, including his participation in civic activities in his official capacity.

B. Professional Dues and Activities. The Employer shall annually provide, subject to appropriation, a sum not to exceed \$3,000 for professional memberships and activities, including related travel, of the Town Administrator, such sum or any part thereof to be expended upon the authorization of the Board. In March of 2009 the Employer and Town Administrator shall negotiate, based on Town Administrator's performance, whether the Town Administrator shall be granted an additional \$1000 annually to reimburse him for dues and other expenses associated with his membership in the International City Management Association.

Section 12. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen, 870 Moraine Street, Marshfield, MA 02050
2. Town Administrator: Rocco Longo, 78 Lantern Lane, Duxbury, MA 02332

Section 13. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.

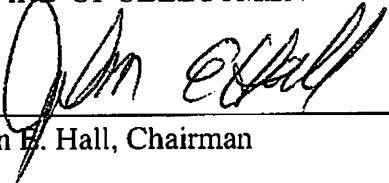
C. This Agreement shall become effective commencing March 5, 2008.

D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of the Town Administrator of the Town.


E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Marshfield, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above, written.

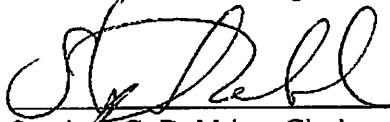
BOARD OF SELECTMEN



John E. Hall, Chairman

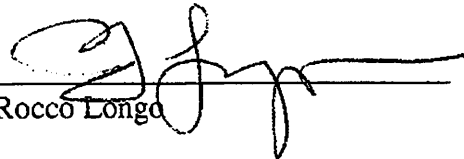


Matthew J. McDonough, Vice Chairman



Stephen G. Robbins, Clerk

EMPLOYEE



Rocco Longo

APPROVED AS TO FORM:

Robert W. Galvin, Town Counsel

ATTEST:

Patricia Picco, Town Clerk