



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**February 24, 2014**  
**Boxborough Town Hall**  
**Grange Meeting Room**

**1. CALL TO ORDER, 7:00 PM**

**2. ANNOUNCEMENTS**

**3. APPOINTMENTS**

*[Times are estimated; if you are interested in a particular matter, please plan to arrive 15 minutes earlier]*

- a) Rita Grossman, Jeanne Kangas and other interested parties - further discussion re: proposed adoption of Community Preservation Act, 7:00 PM
- b) Rick Dabol, Communications Consulting Services, Inc.; Fire Chief Randolph T. White, and Police Chief Warren Ryder re: public safety communications study, 7:45 PM
- c) Kevin Mahoney, Assistant Superintendent of Finance, Minuteman Regional School District (MRSD), re: proposed amendments to MRSD Agreement, 8:30 PM
- d) Citizens concerns

**4. MINUTES**

- a) Regular session, February 10, 2014 **ACCEPT & POF**
- b) Executive session, February 10, 2014 **ACCEPT & POF**
- c) Executive session, Contract Negotiating Team (Police Chief), February 20, 2014 **ACCEPT & POF**

**5. SELECTMEN REPORTS**

**6. OLD BUSINESS**

- a) War memorials (Selectman Jim Gorman to lead discussion)
- b) Special/Annual Town Meeting  
*Move to close the warrant for the annual town meeting, which begins on May 12, 2014, as well as the special town meeting within the annual* **VOTE:**
- c) FY 2015 budget – continued discussion  
*[May include review of general governmental budgets by Town Administrator]*

**7. NEW BUSINESS**

- a) Regional Animal Control Services (Selectman Les Fox to lead discussion)
- b) Acceptance of gift – Littleton Electric Light and Water Department  
*Move to graciously accept the generous contribution from Littleton Electric Light and Water Department in the amount of \$100,000, to be used in support of the emergency generator acquisitions for the Hager well house and Blanchard School.* **VOTE:**

**8. CORRESPONDENCE**

**ACCEPT & POF**

- a) Internal Communications
- b) Minutes, Notices & Updates
- c) General Communications

**9. PRESS TIME**

**10. CONCERNS OF THE BOARD**

**11. EXECUTIVE SESSION, TOWN ADMINISTRATOR'S OFFICE**

*Move to adjourn to executive session to conduct strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director) and to adjourn immediately thereafter*

**ROLL CALL  
VOTE:**

**12. ADJOURN**

# Boxborough Massachusetts

Public Safety Radio System

## Mission

- Evaluate the current Police, Fire and Public Works radio communications .
- Determine the current and future needs of the public safety communications.
- Strategic and Specific recommendations to assure and improve the safety of the public.
- Provide those emergency services within an efficient and cost effective communications system.

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## Overview

- Three separate radio systems.
- The Police Department utilizes a VHF Repeater.
- The Fire Department operates on a mixture of UHF and Low Band with a Repeater and Remote Base station.
- The DPW has no Repeater, only (Simplex)radio to radio communication.

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## Findings Dispatch Console

- Two different Motorola models.
- No communication between consoles.
- Both models discontinued.
- No technical or parts support.

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### Motorola Comtegra



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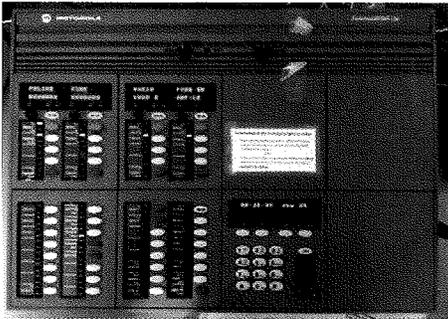
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### Motorola Command Star Lite



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### Findings Fire Department Infrastructure

- Single Base Station located at 85 Swanson Road.
- Mobile radio with external 100 watt amplifier.
- Base Operates on Low Band 46.50 MHz
- Cross band UHF/Low band repeater at Hager Cell Site.
- Operates on UHF/ Low Band 471.600Mhz/ 46.50Mhz.
- Connected by Leased Analog Telephone Lines.
- Constant Telephone Line problems.
- Coverage issues to the east and in buildings.

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**Findings**  
**Police Department Infrastructure**

- Single Base Station located at 85 Swanson Road.
- Operates on VHF High Band 154.6475.
- Connected by Leased Telephone Lines.
- Constant Telephone Line problems.
- Coverage issues to the east and in buildings.
- Second repeater for Hager cell site out of service for over 75 days.
- Officers must change channels, Safety issue.

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**Findings**  
**DPW Infrastructure**

- Single Base Station located at DPW garage.
- Mobile radio used as Base Station.
- Operates on Low Band 46.58 MHz
- Coverage issues in town.
- Simplex Radio to Radio communication.
- No FCC License
- Interoperability with Fire Department only.

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**Findings**  
**Mobile and Portable Radios**

- Fire Department
  1. CDM1250 Mobiles
  2. HT1250 Portables
  3. Pyramid SNR200 Vehicle Repeaters
- Police Department
  1. MCS2000 Mobiles
  2. XTL2500 Portables
- DPW
  1. Mixture of Models
  2. CDM1250 Mobile
  3. Kenwood Mobile
  4. Vertex Mobile
  5. No Portables

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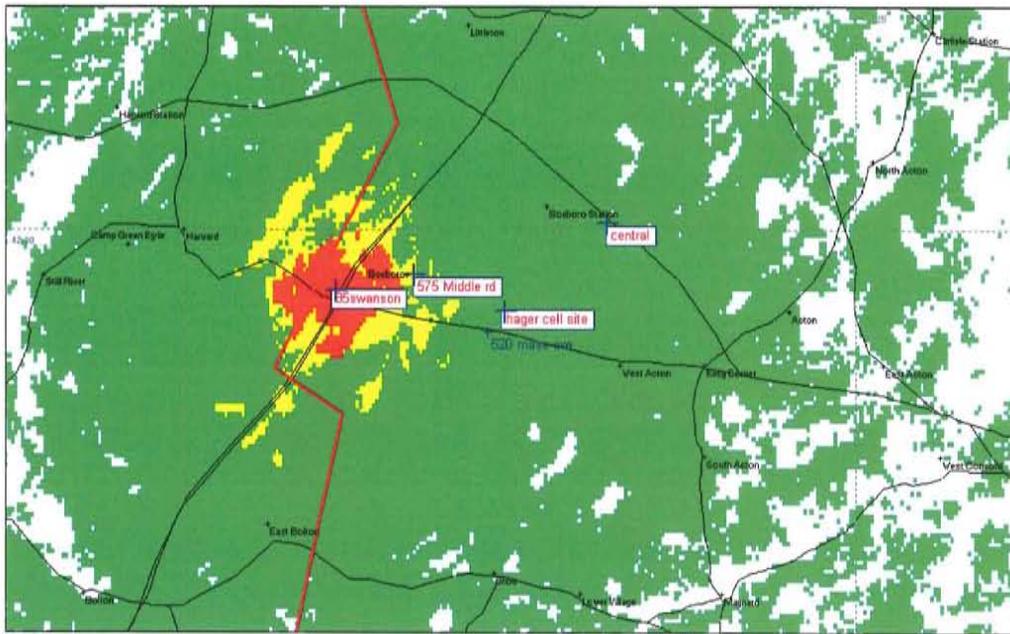
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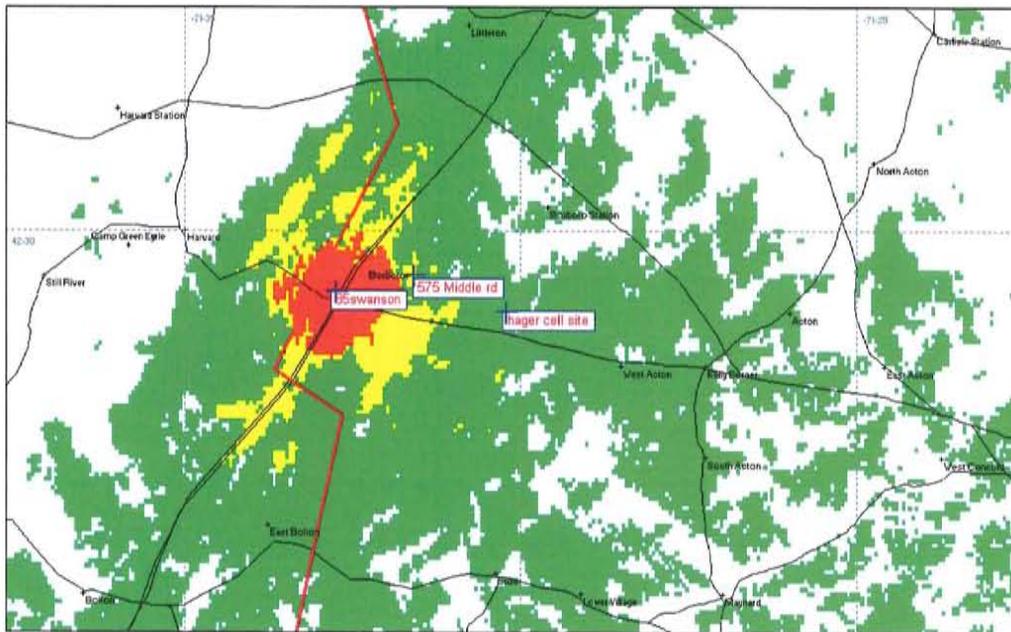
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# Existing VHF (Police) Talk Out



# Existing UHF (Fire) Talk Out



**Recommendations**

**New Infrastructure Police and Fire**

- Dispatch Console with Cross Band Patch.
- Three site UHF Simulcast System.
- Three site VHF Simulcast System.
- Point to Point link to interconnect all sites.
- Locations:
  - Swanson Road
  - Middle Road
  - Hager Cell site

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**Recommendations**

**New Infrastructure DPW**

- New Base Radio.
- New Base station antenna and mounting System.
- File for New FCC license (may require frequency Change).

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**Recommendations**

**Mobiles and Portables**

- Fire Department Mobiles and Portables.
  - Current models in good working order.
  - Need a couple of Vehicle Repeaters.
- Police Department Mobiles and Portables.
  - Current models in good working order.
- DPW Mobile and Portables.
  - Need additional Mobiles.
  - Need Portables.

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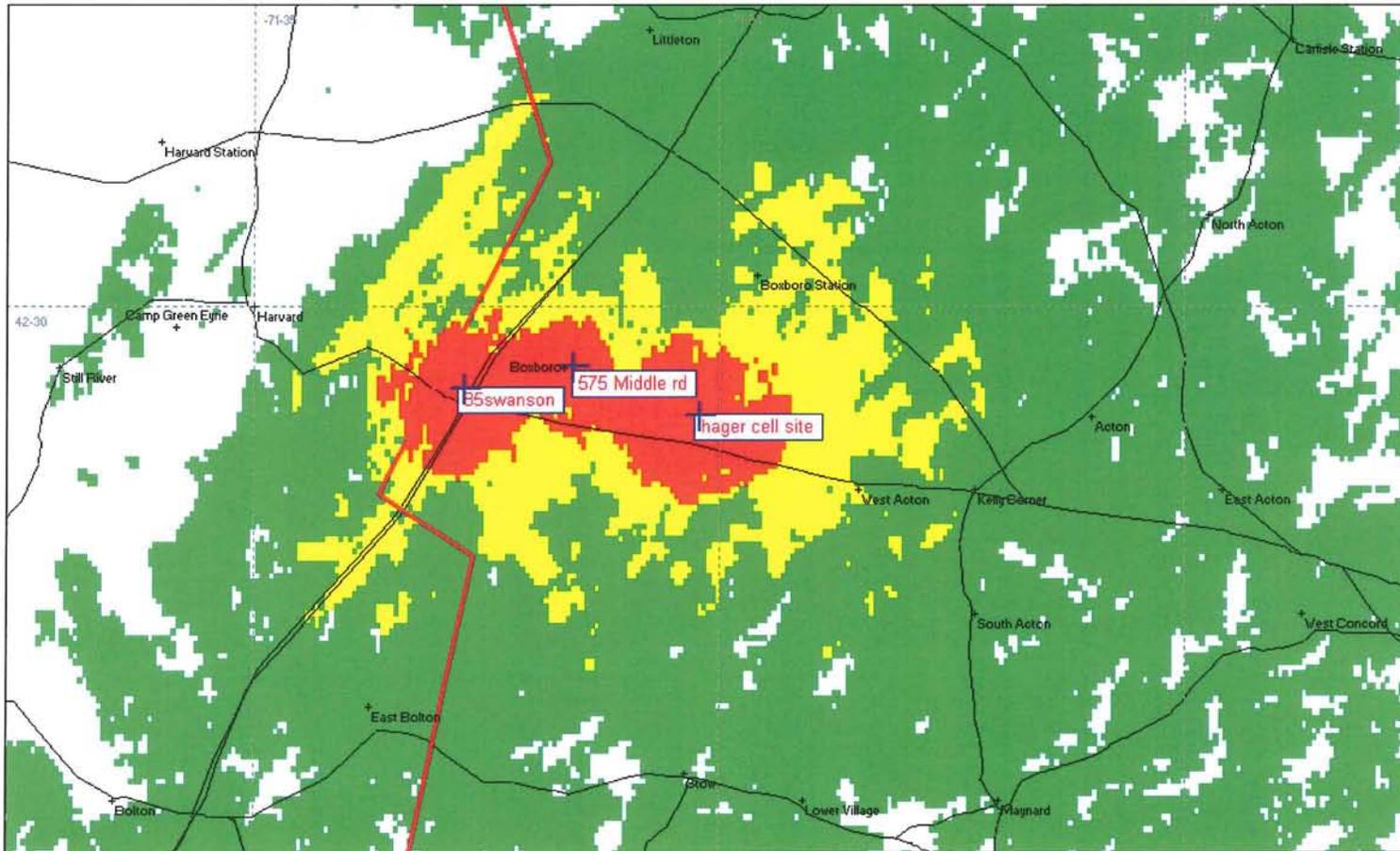
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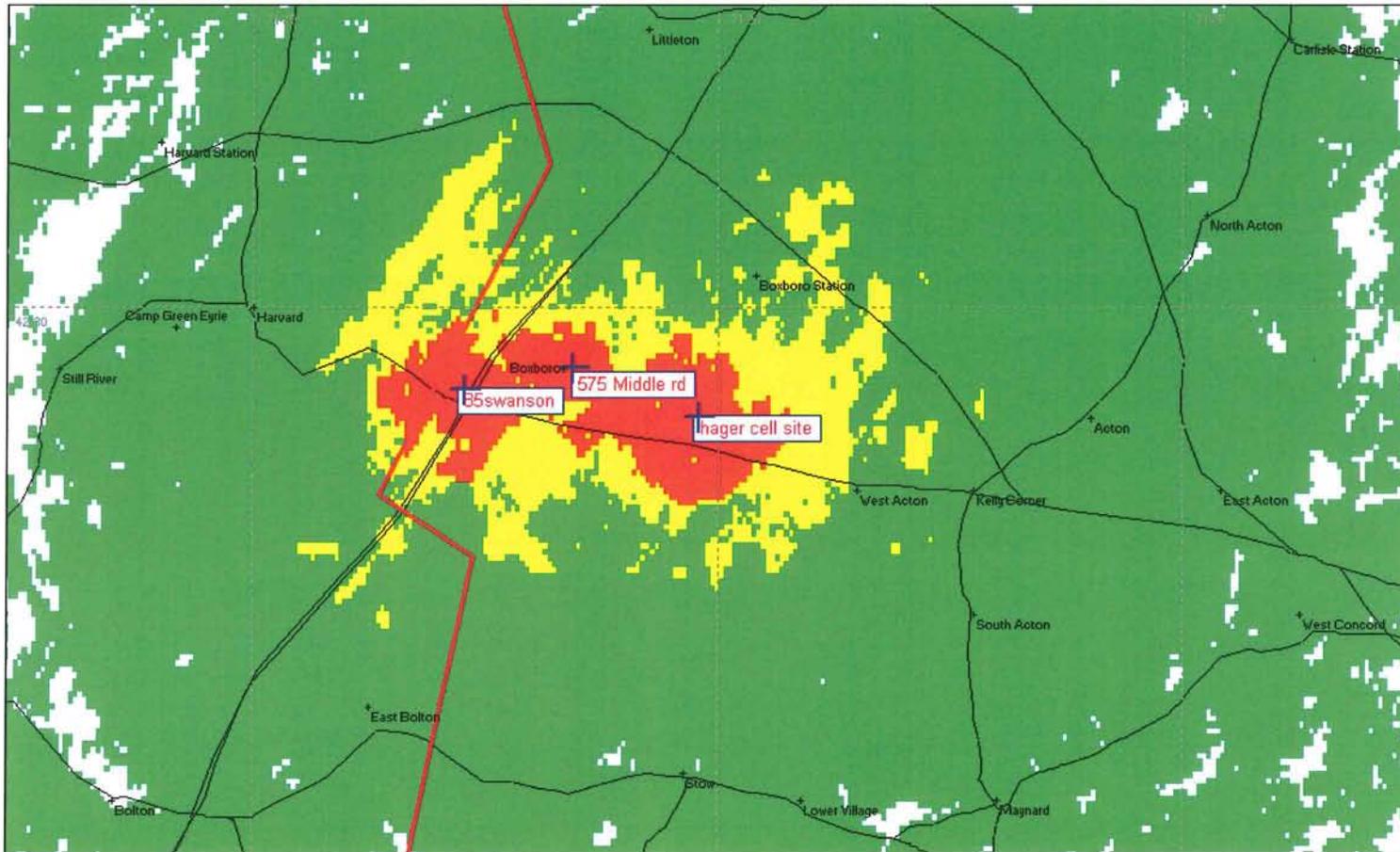
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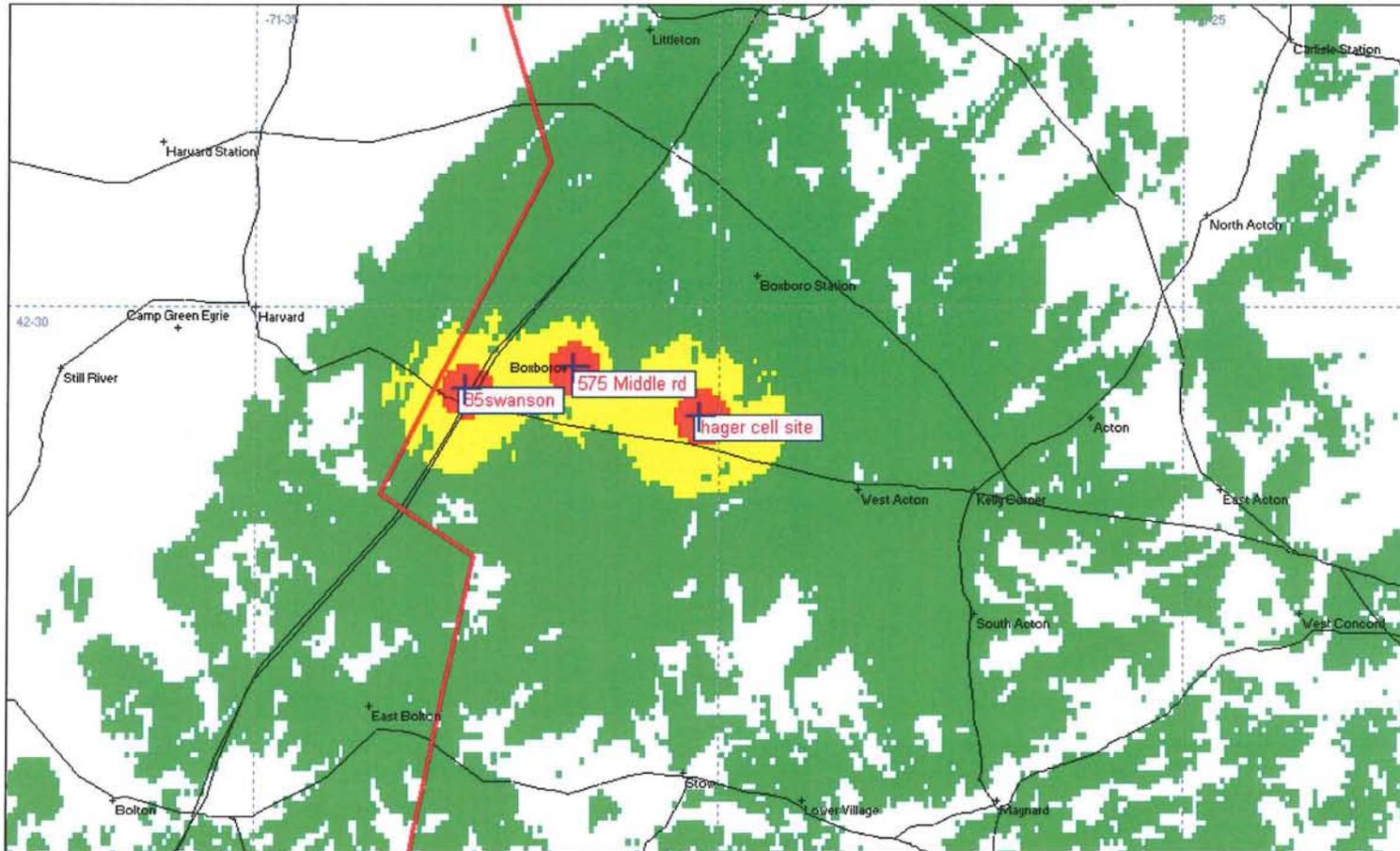
# Proposed New Fire Department UHF Talk Out



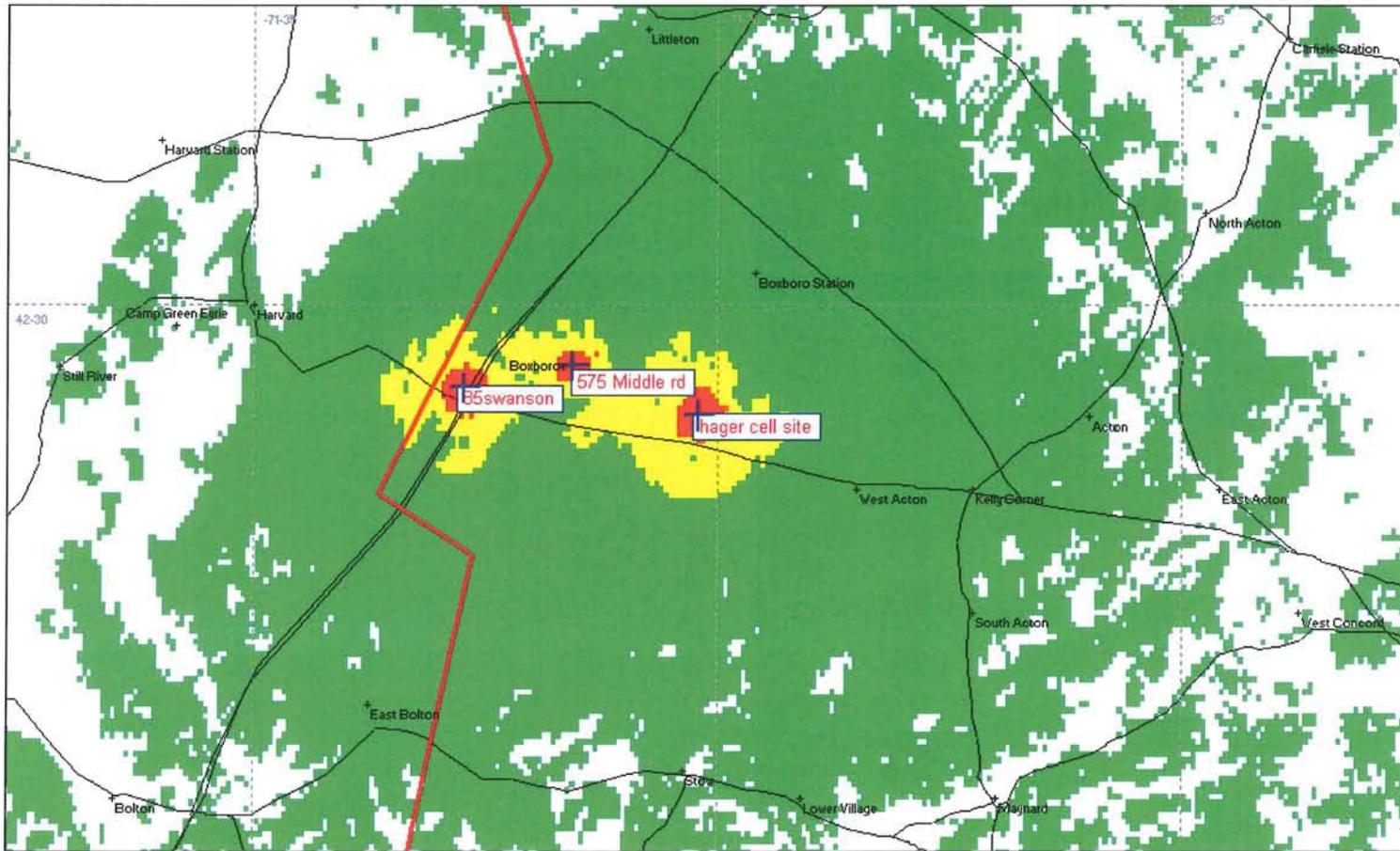
# Proposed New Police Department VHF Talk Out



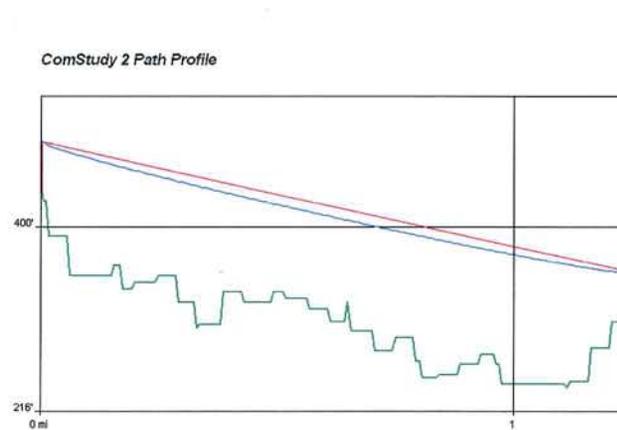
# Proposed New Fire Department UHF Mobile Talk Back



# Proposed New Police Department VHF Mobile Talk Back



# Proposed New Point to Point Link Middle Road to Hager Cell Site



#### 575 Middle rd

Lat: 42-29-30.3 N  
Lon: 71-31-34.1 W  
AMSL: 437 ft  
Tower AGL: 50 ft

#### hager cell site

Lat: 42-29-05.4 N  
Lon: 71-30-11.8 W  
AMSL: 305 ft  
Tower AGL: 49 ft

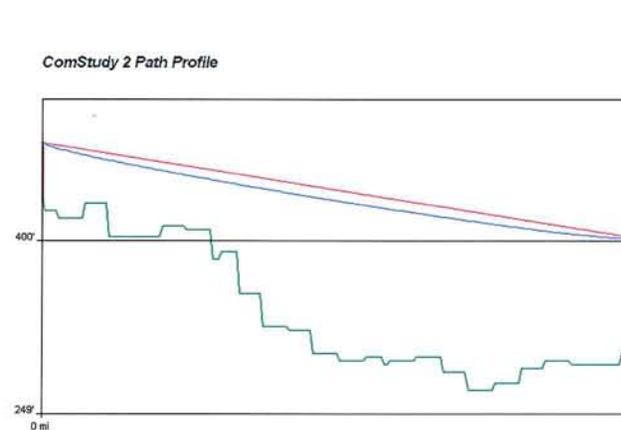
#### Profile Info

Distance: 1.25 mi  
Bearing: 111.46 deg  
# of points: 200  
K value: 1.333  
Frequency: 4900  
Clearance: 0.6

#### Losses

Base Loss: 112.3 dB  
Fade Margin: 45.7 dB  
Diffraction: 0.0 dB  
Fresnel: 0.0 dB

# Proposed New Point to Point Link Middle Road to Swanson Road



#### 575 Middle rd

Lat: 42-29-30.3 N  
Lon: 71-31-34.1 W  
AMSL: 437 ft  
Tower AGL: 49 ft

#### 85swanson

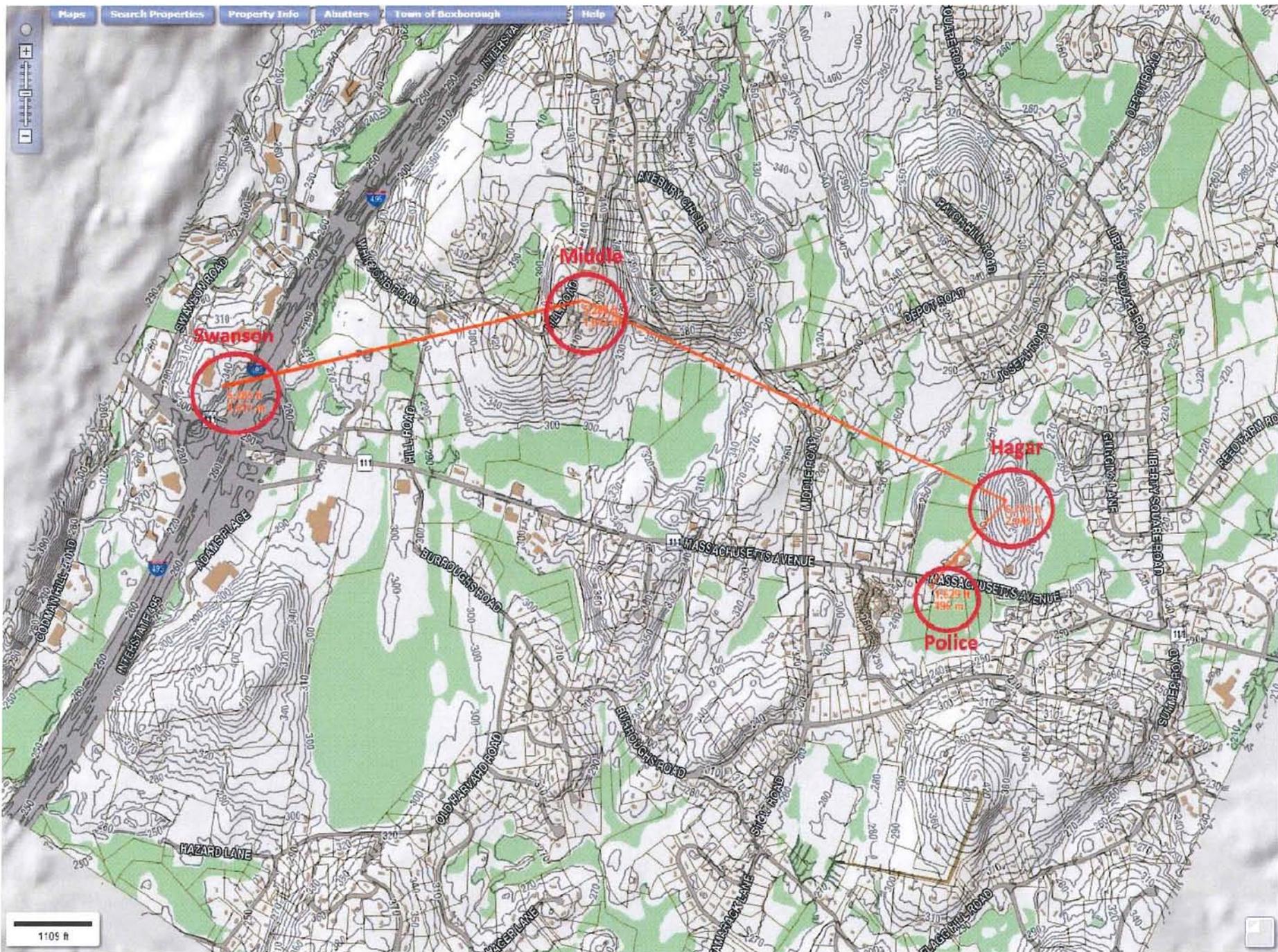
Lat: 42-29-19.4 N  
Lon: 71-32-43.4 W  
AMSL: 354 ft  
Tower AGL: 49 ft

#### Profile Info

Distance: 1.00 mi  
Bearing: 257.99 deg  
# of points: 200  
K value: 1.333  
Frequency: 4900  
Clearance: 0.6

#### Losses

Base Loss: 110.4 dB  
Fade Margin: 47.6 dB  
Diffraction: 0.0 dB  
Fresnel: 0.0 dB



## Middle Road to Hager Cell Tower



## Middle Road to 85 Swanson Road



**PROPOSED AMENDMENTS TO THE MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT AGREEMENT**

Twelve member towns formed the Minuteman Technical and Vocational Regional School District by Agreement adopted in 1970. Four additional towns joined the District shortly thereafter and the Agreement was last amended in 1980. The revisions now proposed for adoption under this article would make the following changes:

1. Uses a 4-year rolling average where student enrollment is a factor in determining assessment of annual operating and capital costs to member communities in place of the current single-year figure.
2. Introduces weighted voting for most School Committee actions, also based on the 4-year rolling average enrollment. Incurring of new debt would require at least a two-thirds (2/3) majority vote of all of the members of the Regional School Committee and future amendments to the Agreement would require three-fourths (3/4) majority of all members of the Regional School Committee, each without regard for the weight of the votes, before the matter could be referred for consideration by the member communities.
3. Authorizes the School Committee to negotiate terms for capital assessments to a new member community such that the new member would pay its full share no later than year four. Admission would be subject to acceptance by ALL of the existing member communities and the Massachusetts Commissioner of Elementary and Secondary Education. Language in the amended agreement has also been revised to contemplate the potential admission of a city to the District.
4. Establishes a revised procedure and conditions for withdrawal by a member community from the District. Where withdrawal under the current Agreement requires affirmative town meeting action by all other member communities, withdrawal under the revised Agreement could take place *unless rejected* by a majority of member communities. In either case, the withdrawal and associated terms must be approved by the Commissioner before it may occur. (See also item 7, below)
5. Revises the formula by which annual capital costs are assessed such that each member community would pay a base contribution of 1% of the annual total. 50 % would be assessed based on the 4-year average enrollment share. The balance would be assessed by taking into account certain of the factors used by the Department of Elementary and Secondary Education in calculating State aid to education. The formula for assessment of any previously issued debt, which is calculated more strictly on single-year enrollment share, would be unaffected.
6. Provides that any income identified as a contribution to capital costs (ie such as charges to any new members or potential "facility fees" that might be paid on behalf of tuition students from non-member communities) would be applied to the capital budget and reduce assessments to member communities.
7. Requires the School Committee to first seek authorization for incurring debt following the current method that involves town meeting votes. In this case, a negative vote by any one member community results in disapproval for all. IF this happens, the amended Agreement would then permit (but would not require) the School Committee to initiate a second attempt via District-wide election, as allowed under MGL 71 section 16(n), in which results of the aggregate vote would determine the outcome. If a majority of voters in a particular member community voted to disapprove the issuance of debt in such an election, that community would have the option of moving for withdrawal from the District without obligation for a share of the new debt thus incurred. (See also item 4, above.)
8. Raises the threshold for initiating *future* amendments to the Agreement to require a vote of three-fourths (3/4) of all members of the Regional School Committee members, without regard for the weight of the vote. The current requirement for subsequent approval by the legislative body of every member community is unchanged.

Adoption of the amended Regional Agreement will proceed under the terms of the current Agreement and thus requires an affirmative town meeting vote in each of its 16 member communities, as well as final approval by the Commissioner.

*Summary prepared by Carrie Flood, School Committee Secretary and Chair of the Regional Agreement Amendment Subcommittee and updated to reflect final votes taken by the School Committee on 2/11/14.*

## POINT-BY-POINT COMPARISON

### CURRENT AGREEMENT

#### **ASSESSMENT OF ANNUAL OPERATING COSTS**

Based on most recent year's enrollment share.

#### **ASSESSMENT OF CAPITAL COSTS**

Based on most recent year's enrollment share.

#### **SCHOOL COMMITTEE VOTES**

Each member town has one vote for all questions.

#### **ADMISSION OF NEW MEMBER COMMUNITIES**

New member would carry full share of capital costs from day one. Current language does not account for admission of a city.

#### **WITHDRAWAL OF MEMBER COMMUNITIES**

Requires *approval* by all other member communities and the exiting member remains liable for a share of all debt approved while a member, even if its own residents voted against authorizing that debt.

#### **APPLICATION OF DISTRICT INCOME IDENTIFIED AS CONTRIBUTION TO CAPITAL COSTS**

Current agreement is silent on this point.

#### **AUTHORIZATION BY MEMBER COMMUNITIES FOR NEW DEBT**

As this is not specified in the current agreement, either of two routes may be followed at the School Committee's option under applicable state law. The method involving town meeting votes, whereby a single community has the power to block borrowing, has historically been used by the District.

#### **AMENDMENTS TO REGIONAL AGREEMENT**

May be initiated by majority vote of the School Committee (or by petition as allowed by law) and requires approval by all member communities.

### PROPOSED AMENDMENT

#### **ASSESSMENT OF ANNUAL OPERATING COSTS**

Based on 4-year rolling average enrollment share.

#### **ASSESSMENT OF CAPITAL COSTS**

Each member community pays base 1% of yearly total. 50% is based on 4-year rolling average enrollment share and remainder considers certain factors used in calculating Chapter 70 state aid to education along with enrollment.

#### **SCHOOL COMMITTEE VOTES**

Weighted votes based on 4-year rolling average enrollment share. Incurring debt is specifically excepted and would require approval by 2/3 of all school committee members regardless of enrollment share or actual attendance at meeting.

#### **ADMISSION OF NEW MEMBER COMMUNITIES**

School Committee could negotiate gradual 4-year "buy-in", subject to approval by all of the existing member communities. Language contemplates membership by city.

#### **WITHDRAWAL OF MEMBER COMMUNITIES**

Could occur *unless disapproved* by a majority of other members. Qualified students could still be accepted on a space-available, tuition basis. IF withdrawal is properly pursued following a District-wide election that authorizes new debt, the subject community would not be liable for a share of the debt that its own voters disapproved in that election.

#### **APPLICATION OF DISTRICT INCOME IDENTIFIED AS CONTRIBUTION TO CAPITAL COSTS**

Must be applied to reduce capital assessments to members.

#### **AUTHORIZATION BY MEMBER COMMUNITIES FOR NEW DEBT**

Specifies that the current method must be pursued first, however, if rejected by one or more communities, the School Committee would then be permitted (but would not be required) to initiate a second attempt with a District-wide election. In this case, the aggregate vote would determine the outcome.

#### **AMENDMENTS TO REGIONAL AGREEMENT**

May be initiated by a 3/4 vote of the School Committee (or by petition as allowed by law). The current requirement for approval by all member communities is unchanged.

VOTING UNDER AMENDED MINUTEMAN REGIONAL AGREEMENT, if adopted

<u>SUBJECT</u>	<u>SCHOOL COMMITTEE VOTE</u>	<u>MEMBER TOWNS</u>
ROUTINE BUSINESS	More than 50% of weighted vote (present and voting)	None Required
ANNUAL BUDGET	66.67% of total weighted vote, not merely among those present and voting	Majority vote by the appropriating authority (town meeting or city council) of at least 2/3 (two thirds) of the member communities
INCUR DEBT	<p>2/3 (two thirds) of all School Committee members without regard for weighted vote or number of members present and voting</p> <p>If one or more member towns votes to reject debt authorization on first attempt, the School Committee <i>MAY</i> by more than 50% of the weighted vote (present and voting) decide to make a second attempt via district-wide election as permitted by state law.</p>	<p>First attempt by majority vote by the appropriating authority of ALL of member communities. A community that does not vote within 60 days is deemed to approve, but debt is blocked if one community votes "no".</p> <p>Second attempt by aggregate majority vote in District-wide election (Note that if authorization for debt is approved by this method, AND a majority of voters in a particular community voted "no" in such election, that community <i>MAY</i> seek to withdraw from the District without liability for the debt thus incurred. ** Refer to separate section for process.)</p>
FUTURE AMENDMENTS TO AGREEMENT*	3/4 (three fourths) of all School Committee members without regard for weighted vote or number of members present and voting	The current requirement for approval by the legislative body of each member community is unchanged, meaning that a majority vote is required in 100% of member communities.)

VOTING UNDER AMENDED AGREEMENT, continued

SUBJECT

SCHOOL COMMITTEE VOTE

MEMBER TOWNS

ADMISSION OF NEW COMMUNITY\*

3/4 (three fourths) of all School Committee members without regard for weighted vote or number of members present and voting

Constitutes an amendment to the Regional Agreement and thus requires approval by all member communities

WITHDRAWAL OF A COMMUNITY\*

N/A; must refer to member communities.

2/3 (two thirds) vote by the legislative body of the community seeking to withdraw from the District\*\*

AND

Approval by a majority of other member communities. Note that in this case, failure of the legislative body of a member community to vote *disapproval* within 60 days of the notice of the requested withdrawal (eg a town does not bring the question to town meeting) will constitute approval by that community.

\*THESE MATTERS ALSO REQUIRE APPROVAL BY THE COMMISSIONER OF ELEMENTARY AND SECONDARY EDUCATION.

\*\*Strict time limits apply when such vote is taken with the intent of withdrawing without liability for debt authorized by District-wide election. Withdrawing community remains liable for share of any other debt authorized while they were a member.

February 24, 2014

presented by:  
Kevin Mahoney  
Assistant Superintendent



## **Boxborough Board of Selectmen**

### **Proposed Amendments to the Minuteman Regional Agreement**

## **Changes to the Regional Agreement**

- **Assessment of annual operating costs**
- **Assessment of capital costs**
- **School Committee votes**
- **Admission of new member communities**
- **Withdrawal of member communities**
- **Application of district income identified as contribution to capital costs**
- **Authorization by member communities for new debt**
- **Amendments to the Regional Agreement**

## Assessment of Operating and Capital Costs

Current Agreement	Proposed Agreement
<p style="text-align: center;"><u>Operating Costs:</u></p> <ul style="list-style-type: none"><li>•Based on most recent year's enrollment share</li></ul> <p style="text-align: center;"><u>Capital Costs:</u></p> <ul style="list-style-type: none"><li>•Based on most recent year's enrollment share, with a minimum of 5 students per town</li></ul>	<p style="text-align: center;"><u>Operating Costs:</u></p> <ul style="list-style-type: none"><li>•Based on 4-year rolling average enrollment share</li></ul> <p style="text-align: center;"><u>Capital Costs:</u></p> <ul style="list-style-type: none"><li>•Each member community pays base 1% of yearly total</li><li>•50% is based on 4-year rolling average enrollment share (min. of 5 students)</li><li>•The remaining balance is allocated using the Chapter 70 state aid formula of income and property values (known as <i>Combined Effort</i>), along with enrollment</li></ul>

 MINUTEMAN  
A REVOLUTION IN LEARNING

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## School Committee Votes

Current Agreement	Proposed Agreement
<ul style="list-style-type: none"><li>•Each member town has one vote for all questions</li></ul>	<ul style="list-style-type: none"><li>•Weighted votes based on 4-year rolling average enrollment share</li><li>•Incurring debt is specifically excepted and would require approval by 2/3 of all school committee members regardless of enrollment share or actual attendance at meeting</li></ul>

 MINUTEMAN  
A REVOLUTION IN LEARNING

[4]

## Admission of New Member Communities

### Current Agreement

- New member would carry full share of capital costs from day one

- Current language does not account for admission of a city

### Proposed Agreement

- School Committee could negotiate gradual 4-year “buy-in”, subject to approval by all of the existing member communities

- Language contemplates membership by city

## Withdrawal of Member Communities

### Current Agreement

- Requires *approval* by all other member communities and the exiting member remains liable for a share of all debt approved while a member, even if its own residents voted against authorizing that debt

### Proposed Agreement

- Could occur *unless disapproved* by a majority of other members. Qualified students could still be accepted on a space-available, tuition basis

- IF withdrawal is properly pursued following a District-wide election that authorizes new debt, the subject community would not be liable for a share of the debt that its own voters disapproved in that election

## Application of District Income Identified as Contribution to Capital Costs

### Current Agreement

- Current agreement is silent on this point

### Proposed Agreement

- Must be applied to reduce capital assessments to members



MINUTEMAN  
A REVOLUTION IN LEARNING

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## Authorization By Member Communities For New Debt

### Current Agreement

- As this is not specified in the current agreement, either of two routes may be followed at the School Committee's option under applicable state law. The method involving town meeting votes, whereby a single community has the power to block borrowing, has historically been used by the District.

### Proposed Agreement

- Specifies that the current method must be pursued first, however, if rejected by one or more communities, the School Committee would then be permitted (but would not be required) to initiate a second attempt with a District-wide election. In this case, the aggregate vote would determine the outcome.



MINUTEMAN  
A REVOLUTION IN LEARNING

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## Amendments to Regional Agreement

### Current Agreement

•May be initiated by majority vote of the School Committee (or by petition as allowed by law) and requires approval by all member communities.

### Proposed Agreement

•May be initiated by a 3/4 vote of all members of the School Committee (or by petition as allowed by law). The current requirement for approval by all member communities is unchanged.



Capital Assessment Model - Appendix A

50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION										
Member Districts	Enrollment Basis				Chapter 70 - Combined Effort Basis			Capital Base Contribution Basis		TOTAL
	4 Yr. Rolling Ave. Enrollment Debt/Capital Assessment	FY15 Debt/Capital Assessment Share	**Enrollment - 4 year rolling Average	Per Pupil Cost	Combined Effort Capital Assessment Share	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost	Capital Assessment
Acton	23.25	6.00%	\$30,019	\$1,291	3.73%	\$12,689	\$546	\$10,000	\$430	\$52,708
Arlington	125.75	32.47%	\$162,363	\$1,291	31.82%	\$108,194	\$860	\$10,000	\$80	\$280,557
Belmont	33.75	8.72%	\$43,577	\$1,291	8.97%	\$30,503	\$904	\$10,000	\$296	\$84,079
Bolton	9.75	2.52%	\$12,589	\$1,291	1.93%	\$6,563	\$673	\$10,000	\$1,026	\$29,151
Boxborough	7	1.81%	\$9,038	\$1,291	1.54%	\$5,243	\$749	\$10,000	\$1,429	\$24,281
Carlisle	8.25	2.13%	\$10,652	\$1,291	2.44%	\$8,289	\$1,005	\$10,000	\$1,212	\$28,941
Concord	12.25	3.16%	\$15,817	\$1,291	4.53%	\$15,401	\$1,257	\$10,000	\$816	\$41,217
Dover	5	1.29%	\$6,456	\$1,291	2.48%	\$8,446	\$1,689	\$10,000	\$2,000	\$24,901
Lancaster	21.75	5.62%	\$28,083	\$1,291	3.33%	\$11,335	\$521	\$10,000	\$460	\$49,418
Lexington	54.125	13.98%	\$69,884	\$1,291	13.97%	\$47,482	\$677	\$10,000	\$185	\$127,366
Lincoln	5	1.29%	\$6,456	\$1,291	2.58%	\$8,770	\$1,754	\$10,000	\$2,000	\$25,226
Needham	29	7.49%	\$37,444	\$1,291	8.64%	\$29,361	\$1,012	\$10,000	\$345	\$76,805
Stow	24	6.20%	\$30,988	\$1,291	4.45%	\$15,116	\$630	\$10,000	\$417	\$56,103
Sudbury	14.5	3.74%	\$18,722	\$1,291	3.23%	\$10,974	\$757	\$10,000	\$690	\$39,696
Wayland	8.875	2.29%	\$11,459	\$1,291	2.97%	\$10,113	\$1,140	\$10,000	\$1,127	\$31,572
Weston	5	1.29%	\$6,456	\$1,291	3.39%	\$11,523	\$2,305	\$10,000	\$2,000	\$27,979
<b>Total</b>	<b>387.3</b>	<b>100.00%</b>	<b>\$500,000</b>	<b>50%</b>		<b>\$340,000</b>	<b>34%</b>	<b>\$160,000</b>	<b>16%</b>	<b>\$1,000,000</b>

Capital Allocation				
Debt Service	Enrollment	Combined Effort	Capital Base Con.	
	50.0%	34.0%	16.0%	100.0%
Principal & Interest	\$1,000,000			
Total Debt Service	\$1,000,000	\$500,000	\$340,000	\$160,000

Per Community  
**Calculation Factor - Capital Base Contribution 1.00%**

	Enrollment- Based on 4 year Rolling Average				Min of 5		
	Enrollment Count as of October 2013	Enrollment Count as of October 2012	Enrollment Count as of October 2011	Enrollment Count as of October 2010	Enrollment Based on 4 Year Rolling Average	Enrollment Based on 4 Year Rolling Average	Percent of Enrollment
Acton	25	20	25	23	23.3	23.3	6.00%
Arlington	153	125	123	102	125.8	125.8	32.47%
Belmont	30	31	37	37	33.8	33.8	8.72%
Bolton	11	9	10	9	9.8	9.8	2.52%
Boxborough	4	5	7	12	7.0	7.0	1.81%
Carlisle	12	9	7	5	8.3	8.3	2.13%
Concord	7	7	15	20	12.3	12.3	3.16%
Dover	1	2	2	1	1.5	5.0	1.29%
Lancaster	26	22	18	21	21.8	21.8	5.62%
Lexington	47	53	54	62.5	54.1	54.1	13.98%
Lincoln	5	4	3	3	3.8	5.0	1.29%
Needham	34	27	31	24	29.0	29.0	7.49%
Stow	22	25	20	29	24.0	24.0	6.20%
Sudbury	19	15	11	13	14.5	14.5	3.74%
Wayland	7.5	8.5	8.5	11	8.9	8.9	2.29%
Weston	4	3	3	3	3.3	5.0	1.29%
<b>Total</b>	<b>407.5</b>	<b>365.5</b>	<b>374.5</b>	<b>375.5</b>	<b>380.8</b>	<b>387.3</b>	<b>100.00%</b>

Calculation Factor - Ch. 70 Combined Effort Capital Allocation						
	Enrollment 4 year Rolling Average	FY15 Total Foundation Enrollment	MM Enrollment + Community Foundation Enrollment	Total Combined Effort Yield	TOTAL - Combined Effort Yield @ Minuteman	Combined Effort Capital Assessment Share
Acton	23.3	4,801	0.48%	32,803,838	158,860	3.73%
Arlington	125.8	5,306	2.37%	57,155,630	1,354,565	31.82%
Belmont	33.8	4,099	0.82%	46,380,769	381,686	8.97%
Bolton	9.8	1,022	0.95%	8,612,277	82,162	1.93%
Boxborough	7.0	879	0.80%	8,242,134	65,637	1.54%
Carlisle	8.3	947	0.87%	11,911,991	103,774	2.44%
Concord	12.3	3,039	0.40%	47,833,917	192,815	4.53%
Dover	5.0	1,164	0.43%	24,615,673	105,737	2.48%
Lancaster	21.8	994	2.19%	6,485,683	141,915	3.33%
Lexington	54.1	6,744	0.80%	74,070,559	594,465	13.97%
Lincoln	5.0	876	0.57%	19,237,049	109,801	2.58%
Needham	29.0	5,364	0.54%	67,992,775	367,597	8.64%
Stow	24.0	1,270	1.89%	10,014,275	189,246	4.45%
Sudbury	14.5	4,242	0.34%	40,193,980	137,391	3.23%
Wayland	8.9	2,652	0.33%	37,834,611	126,615	2.97%
Weston	5.0	2,326	0.21%	67,113,795	144,269	3.39%
<b>Total</b>	<b>387.3</b>	<b>45,725</b>	<b>14.02%</b>	<b>560,498,956</b>	<b>4,256,735</b>	<b>100.00%</b>

FOOTNOTES:

Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.  
 Four Year Rolling Average is based on Minuteman School District - High School enrollment only as of October 1st. Minimum of 5 students per member district.  
 Ch. 70 Combined Effort data was based on the FY15 Preliminary Chapter 70 Aid and Net School Spending Requirements dated January 22, 2014.



Amended: 1973, 1979, 1980, 2013

DRAFT 2/12/141/15/14

1/27/1412/13/13

**REGIONAL AGREEMENT**

~~Voted on June 8, 1970~~ **Minuteman Tech**

<del>Revised on 11/20/73</del>	<del>2/20/79</del>	<del>10/7/80</del>
<del>Amendment #1</del>	<del>Amendment #2</del>	<del>Amendment #3</del>
<del>Modifying Budget Year</del>	<del>Admission of New Towns</del>	<del>Term of Office of Committee Members</del>

~~POLICY: CATEGORY: SCHOOL COMMITTEE FILE NUMBER: 2.10~~  
~~TOPICS DISTRICT AGREEMENT~~

~~AGREEMENT WITH RESPECT TO THE ESTABLISHMENT OF A  
TECHNICAL AND VOCATIONAL REGIONAL SCHOOL DISTRICT~~

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, and Weston, and, in accordance with the provisions of Section VIII, such of the Towns of Bolton, Dover, Lancaster, and Needham as shall accept its provisions, hereinafter sometimes referred to as member towns. (Amendment #2-2/20/79). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE**

**(A) Composition**

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

**(B) Staggering of Terms**

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

**(B) Initial Committee**

~~The existing Committee will continue to function as such until July 1, \_\_\_\_\_. At any time following the approval of this Revised Agreement by the member communities and by the Commissioner of Education, the Moderator (or Mayor) of each member community shall appoint an individual to serve as a member of the Regional School Committee. These "Initial Committee" appointees will take office on July 1, \_\_\_\_\_, and the length of their initial terms shall be as follows:~~

- ~~1. Initial three year term: Arlington, Acton, Wayland, Bolton, and Stow.~~

2. ~~Initial two year term: Lexington, Weston, Dover, Carlisle, and Concord.~~
3. ~~Initial one year term: Needham, Belmont, Sudbury, Lancaster, Lincoln, and Boxborough.~~

**(C) Appointing Authority**

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

**(D) Subsequent Terms of Office**

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

**(E) Vacancies**

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

**(F) Organization**

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

**(G) Power and Duties**

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

**(H) Weighted Voting**

Each member of the Regional School Committee will exercise a weighted vote, which will be calculated and established as of July 1 of each year as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent that year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following

July 1 and extending for the next year, that community's member of the Regional School Committee would exercise a 8.67% vote.) Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required.

**(I) Quorum**

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

**(A) Composition**

~~The regional district school Committee, hereinafter sometimes referred to as the Committee, shall consist of one member from each member town. The members of the Committee shall be appointed as hereinafter provided. All members shall serve until their respective successors are appointed and qualified.~~

**(B) Initial Committee**

~~Within ten days after the establishment of the regional school district, the moderator of each member town shall appoint one member to serve on the Committee, each of whom shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. The twelve members so appointed shall serve on the Committee until their respective successors are appointed and qualified as provided in subsection 1 (C).~~

**(C) Appointed Members**

~~On or before April 1, 1972, the moderators of such of the towns of Acton, Arlington, Boxborough and Carlisle as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the committee for a term of one year; the moderators of such of the towns of Belmont, Concord, Lincoln, and Sudbury as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of two years; and the moderators of such of the towns of Lexington, Stow, Wayland, and Weston as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of three years.~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term, as may be necessary to retain symmetry of terms on the Committee as a whole. Prior to the date on which the admission of one or more new member towns is to become effective, the Committee shall determine (by lot, if there is more than one such town) the initial term of the member appointed by the moderator of each such town, unless such initial term is specified in this Agreement. In every year in which the term of office of a member expires, the~~

~~moderators of the respective member towns shall each appoint one member to serve for a term of three years. The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~Amendment #2 2/20/79 — Amendment #3 10/7/80~~

~~(D) Vacancies~~

~~If a vacancy occurs among the members appointed by the moderator under subsection 1(B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is appointed and qualified as provided in subsection 1(C). If a vacancy occurs among the members appointed under subsection 1(C), the moderator of the member town involved shall appoint a member to serve for the balance of the unexpired term, if any.~~

~~(E) Organization~~

~~Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice-chairman from among its own membership.~~

~~(F) Power and Duties~~

~~The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Section 16 to 16-1, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.~~

~~(G) Quorum~~

~~The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.~~

## **SECTION II TYPE OF REGIONAL SCHOOL DISTRICT**

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities~~towns~~ under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

## **SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL**

The regional district school shall be located within the geographical limits of the District, ~~and within a radius of 5 miles from the intersection of Route 2 and Bedford Road which intersection is in the town of Lincoln.~~

## **SECTION IV APPORTIONMENT AND PAYMENT OF COSTS**

**(A) Classification of Costs**

For the purpose of apportioning assessments levied by the District against the member communities~~towns~~, costs shall be divided into two categories: capital costs and operating costs.

**(B) Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation ~~of~~ the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

**(C) Operating Costs**

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

**(D) Apportionment of Capital Costs**

1. The following method will be used for apportioning capital costs incurred prior to July 1, 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the member towns which were members of the District as of June 30, 2014 annually for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of ~~fewer~~ less than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs "persons" referred to in subsection IV (F) shall not be included. ~~Notwithstanding the foregoing, in the event that there is no enrollment in the regional district school from all the member towns on October 1 of any such year, capital costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.~~

2. The following method will be used for apportioning capital costs incurred on or after July 1 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

- a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than five (5) pupils from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of five (5) pupils in the regional district school on said date.
- b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.
- c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:
- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the five (5) pupil minimum spoken of in 2,a above, will be identified.
  - This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
  - This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
  - The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
  - Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

**(E) Apportionment of Operating Costs**

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

~~All operating costs, except those described in subsection IV(F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of each town's respective pupil enrollment in the regional district school. Each member town's share for each fiscal year shall be determined by computing the ratio which that member town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment in the regional school from all the member towns on the same date. In computing this apportionment the pupil hours referred to in subsection IV(F) shall be excluded. In the event that enrollment of pupils in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year.~~

**(F) Special Operating Costs**

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member's community's share of such special operating costs shall be apportioned by identifying each member's community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

~~The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other types of courses which are offered by the District to persons other than the pupils attending the regular day regional vocational school. Each member town's~~

~~share of such operating costs shall be determined by computing the ratio which that town's enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses has not been accomplished by November 1 of any year, such operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such towns expense on October 1 of such year.~~

**(G) Times of Payment of Apportioned Costs**

~~Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B)V(C), of the capital and operating costs. Except as otherwise provided in subsection V(A) or in Section XI, ~~t~~The annual share of each member town community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:~~

September 1	25%
December 1	60%
March 1	75%
May 1	100%

**(H) Apportionment of Costs to New Members Towns**

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.
2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

~~Except as otherwise provided in this subsection, capital costs and operating costs shall be apportioned in accordance with subsections IV(D), (E), and (F) to towns admitted to the District pursuant to the provisions of section VIII. In the first fiscal year in which the admission of a new member town is effective, the town shall pay as its share of the capital costs and operating costs for such fiscal year, an amount equal to what the town would pay if the pupils from the town enrolled in the regional district school were tuition~~

~~pupils. After the first fiscal year in which the admission of a new member town is effective, the town's share of capital costs and operating costs shall be determined in accordance with section IV of this Agreement except that such share shall not include any capital costs on account of the bonds issued by the district dated March 1, 1973 and March 1, 1974. However, commencing in the second fiscal year in which such town is a member and continuing through the eleventh such fiscal year, in lieu of such capital costs and as partial reimbursement to the other member towns for their payment of capital costs on account of the original regional district school building, such town shall pay as part of its share of capital costs an annual surcharge of \$400 per pupil enrolled from such town in the regional district school on October 1 of the next preceding fiscal year. If on such October 1, there is an enrollment of less than five pupils from such town in the regional district school, such member town shall be deemed to have an enrollment of five pupils in the regional district school. The Committee shall determine the amount necessary to meet the annual operating and maintenance budget and shall allocate such amount among the member towns without taking such surcharge into account. After making such allocation, the Committee shall apply the amount of such surcharge to reduce the shares of capital and operating costs of the member towns which are not then required to pay such surcharge, in the same proportion as capital costs are allocable among such towns pursuant to Section IV of this Agreement. For the purposes of Section IX of this Agreement, if a new member town shall withdraw from the District prior to the twelfth year of its membership, such surcharge shall be deemed to be part of the town's share of the indebtedness of the District outstanding at the time of its withdrawal. (Amendment #2 2/20/79)~~

### **(I) Incurring of Debt**

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the residents registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

## **SECTION V BUDGET**

### **(A) Initial Budget**

~~Within sixty days after the initial regional district school Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the~~

~~balance of the then fiscal year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee in a member town, to the chairman of the board of selectmen, for its consideration. A budget shall be adopted not earlier than fourteen days but within twenty one days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member town its respective shares of said budget. The sums thus certified shall be payable by each member town to the regional district school committee but only from funds which may be or may have been appropriated by each member town for such purpose.~~

~~(B)(A) **Tentative Operating and Maintenance Budget**~~

~~Thereafter, ~~t~~The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts, as follows or in such further detail as the Committee may deem advisable:~~

- ~~1. Administration~~
  - ~~2. Instruction~~
  - ~~3. Other school services~~
  - ~~4. Operating and maintenance of plant~~
  - ~~5. Fixed charges~~
  - ~~6. Acquisition of fixed assets~~
  - ~~7. Community service~~
  - ~~8. Debt retirement and debt service~~
  - ~~9. Programs with other districts and private schools~~
- ~~(Amendment #1 11/20/73)~~

~~(C)(B) **Final Operating and Maintenance Budget**~~

~~After conducting a public hearing consistent with G.L. eChapter 71, section 38M, ~~F~~The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member communitytown shall be certified by the district treasurer to the treasurer of such member communitytown within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such communitytown shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the~~

local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B. (Amendment #1 — 11/20/73)

~~If the amount necessary to meet the annual operating and maintenance budget for a fiscal year in which the admission of one or more new member towns becomes or is to become effective, shall have been determined and apportioned without regard to the payments to be received from any such member town as its share of the capital and operating costs of the District, the Committee may reopen the budget, may re-determine the amounts necessary to meet the budget taking account of such payments, and may reapportion such amounts among the other member towns in accordance with the provisions of Section IV; provided, however, that the shares of such amounts reapportioned to the member towns (other than such new member towns) shall be less than the amounts previously apportioned to such towns. (Amendment #2 — 2/20/79)~~

## **SECTION VI TRANSPORTATION**

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communitiestowns as an operating cost.

~~During the first fiscal year in which the admission pursuant to Section VIII of a new member town is effective, such town shall be responsible for providing school transportation for pupils from the town enrolled in the regional district school and for paying the costs of such transportation. (Amendment #2 — 2/20/79)~~

## **SECTION VII AMENDMENTS**

### **(A) Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities ~~a new town or towns~~ to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

### **(B) Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member communitytown (which shall be acted upon as provided in Section ~~DEIX~~), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, majority of all members of the Committee so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated ~~or~~ by a petition signed by at least 10 per cent of the registered voters of any one of the member communitiestowns. In the latter case, said petition shall contain at the end thereof a certification by the MunicipalTown Clerk of such member communitytown as to the number of registered voters in said communitytown according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said communitytown and said petition shall be presented to the secretary of the Committee. In either case, the sSecretary of

the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all three-fourths (3/4) of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city as aforesaid, and after approval by the Commissioner.

**(C) Approval by Commissioner**

All amendments to this Agreement are subject to the approval of the Commissioner of Elementary and Secondary Education (hereinafter, the "Commissioner").

**SECTION VIII ADMISSION OF NEW COMMUNITIESTOWNS**

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communitiestown or towns may be admitted to the regional school district. The effective date for the admission of each such new member town shall be the July 1 following the adoption by the District of such an amendment, and the acceptance by all of the existing members, and the approval by the Commissioner of this Agreement as so amended. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.  
**{Amendment #2-2/20/79}**

**SECTION IX WITHDRAWAL**

**(A) Procedure**

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the 2/3 two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee will full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

#### **(B) Continuing Obligations After Withdrawal**

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
  - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
  - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

#### **(C) Commissioner's Approval**

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

#### **(D) Amendment to Agreement**

The withdrawal of a member which occurs consistent with the above will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

#### **(A) Limitations**

~~The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall by vote at an annual or special town meeting, request the committee to draw up an amendment~~

to this agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

**~~(B) Procedure~~**

~~The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns acceptance by each town to be by a majority vote at a town meeting as aforesaid.~~

**~~(C) Cessation of Terms of Office of Withdrawing Town's Members~~**

~~Upon the effective date of withdrawal the terms of office of the member serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.~~

**~~(D) Apportionment of Capital Costs after Withdrawal~~**

~~The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be not less than the average of such town's annual capital cost apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective, the withdrawing town's annual share of such future installments of principal and interest shall be not less than the average of such town's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in sub section IV(D) or as may be otherwise provided in the amendment providing for such withdrawal.~~

**SECTION X TUITION STUDENTS**

The Committee may accept for enrollment in the regional district school pupils from communitiestowns other than member communitiestowns on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV subsection FV(E) to the member communitiestowns, provided that income identified as a contribution to capital costs shall be applied to the capital budget..

## **SECTION XI FISCAL YEAR**

The fiscal year for the district shall run from July 1 to June 30.

~~Except as may otherwise be provided by law, the fiscal year of the district shall be the same as the fiscal period of the member towns and the work year or fiscal year as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District.~~

~~If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in subsection IV (G) shall be adjusted so that not less than 25% thereof shall be paid not later than the first day of the third month of such fiscal year, 50% shall be paid not later than the first day of the sixth month of such fiscal year, 75% shall be paid not later than the first day of the ninth month of such fiscal year and 100% shall be paid not later than the first day of the eleventh month of such fiscal year.~~

## **SECTION XII SUBMISSION FOR APPROVAL**

~~This Agreement shall be submitted for approval pursuant to the applicable provisions of Section 15 of Chapter 71 of the General Laws, to the towns of Acton, Arlington, Belmont, Buxborough, Carlisle, Concord, Lexington, Lincoln, Sudbury, Stow, Wayland and Weston. In the event that at least the towns of Arlington, Belmont, Concord and Lexington vote in the affirmative as provided in said Section 15 to establish a regional technical and vocational school district, composed of the towns of Arlington, Belmont, Concord, Lexington and such additional towns, if any, as so vote, shall be deemed to be established; otherwise this agreement shall be void and of no effect.~~

### **NOTE ON EFFECTIVE DATE OF AMENDMENT NO. 2**

~~Amendment No. 2 to the Agreement, proposed by vote of the Committee adopted on February 20, 1979, shall take effect upon its acceptance by the member towns and upon the acceptance of the Agreement, as heretofore amended and as further amended by this Amendment No. 2, on or before June 30, 1981 by any one or more of the Towns of Bolton, Dover, Lancaster and Needham; provided, however, that the admission of any such town shall not be effective prior to July 1, 1980.~~

**~~MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~**

~~Amendment No.1 to Minuteman Regional Vocational  
Technical School District Agreement~~

**~~Certificate of the Secretary~~**

~~I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Minuteman Regional Vocational Technical School District, Massachusetts, and that, as such, I keep and have custody of the records of the meetings of the Minuteman Regional Vocational Technical School District Committee. I further certify that, at a regular meeting of the said Committee duly called and held on Tuesday, November 20, 1973, attended by 9 of the twelve (12) members of said Committee, constituting a quorum, the following vote was adopted pursuant to Chapter 1025 of the Acts of 1973 by the vote of 9 (nine) members voting in the affirmative and 0 (zero) members voting in the negative:~~

~~WHEREAS, the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland and Weston established a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Minuteman Regional Vocational Technical School District, and for that purpose entered into an agreement entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" (hereinafter called the "Agreement"); \_\_\_\_\_ and~~

~~WHEREAS, Chapter 1025 of the Acts of 1973 of The Commonwealth of Massachusetts authorizes any regional district school committee without regard to the amendment procedure in its regional school district agreement to amend such agreement for the purpose of changing the various dates set forth therein for the adoption of an annual budget, including a tentative annual budget, and for certification by the regional school district treasurer to the treasurer of each member town of the amounts of such budget apportioned to that town and making technical changes to carry out the provisions of clause (m) of section 16 and section 16B of Chapter 71 of the General Laws as amended by sections 1 and 2 of said Chapter 1025;~~

~~NOW THEREFORE, pursuant to said Chapter 1025, to amend the Agreement as follows, viz.:~~

~~Amend Section subsection (B) entitled Tentative Operating and Maintenance Budget and subsection (C) entitled Final Operating and Maintenance Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):~~

~~(B) Tentative Operating and Maintenance Budget~~

~~Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year-~~

~~on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy to the chairman of the board of selectmen and the finance or advisory committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted, itemized as follows or in such further detail as the Committee may deem advisable:~~

- ~~1. Administration~~
- ~~2. Instruction~~
- ~~3. Other school services~~
- ~~4. Operating and maintenance of plant~~
- ~~5. Fixed charges~~
- ~~6. Acquisition of fixed assets~~
- ~~7. Community services~~
- ~~8. Debt retirement and debt service~~
- ~~9. Programs with other districts and private schools~~

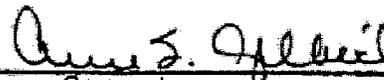
~~(C) — Final Operating and Maintenance Budget~~

~~The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member town shall be certified by the district treasurer to the treasurer of such member town within thirty days from the date on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.~~

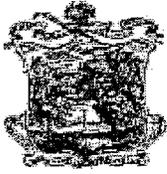
~~FURTHER VOTED: This amendment shall take effect immediately.~~

~~I further certify that the foregoing vote has not been amended or rescinded and remains in full force and effect.~~

~~WITNESS my hand and the seal of said district this 20th day of November, 1973.~~

  
Secretary

~~(DISTRICT SEAL)~~



OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
MASSACHUSETTS

TOWN HALL  
OFFICE HOURS  
9 AM TO 5 PM

TELEPHONE  
781-643-6700

CHRISTINE M. CALLAHAN, CMC  
TOWN CLERK

## AMENDMENT #2

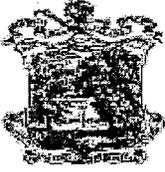
### ARTICLE 70. ~~ADMISSION OF NEW MEMBERS TO THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~VOTED: (Unanimously) That the Town does hereby accept an amendment to the agreement establishing the Minuteman Regional Vocational Technical School District ("Minuteman") as proposed by vote of the Minuteman School Committee adopted on February 20, 1979; said amendment providing for the admission of new member towns generally, and the towns of Bolton, Dover, Lancaster, and Needham specifically; said amendment further specifying (a) that any new member town will have one member of the School Committee appointed by the Moderator of the town for a three year term, or for a shorter initial term in order to retain the symmetry of terms on the Minuteman School Committee as a whole; (b) that for the first year of its membership a new town will contribute as its entire share of the operating costs and capital costs of Minuteman for such year an amount equal to what it would pay if the students from the new town were tuition students, and the new member town will also be responsible for all the transportation costs of those students. After first year of membership a new town will pay its share of operating costs and capital costs apportioned in accordance with Section IV of the agreement, except that such new member town shall not pay any capital costs in accordance with Section IV on account of debt service on Minuteman's bonds dated March 1, 1973, and March 1, 1974, but in lieu thereof and as partial reimbursement to the members of Minuteman for their payments of capital costs on Minuteman's original school building, each new member town will pay to Minuteman for a period of ten years, commencing with the second year of the new town's membership and ending on the eleventh year of such membership, an annual surcharge of \$400 per pupil enrolled on October 1st of the prior year; and (c) that the effective date for the admission of a new member town will be July 1st following its acceptance of the amended Minuteman agreement and the acceptance by each of the existing member towns of the amendment admitting the new town; said amendment further providing for the admission of such of the Towns of Bolton, Dover, Lancaster, and Needham as accept and for their admission not earlier than July 1, 1980, in accordance with the Minuteman agreement amended as described above.~~

A true copy of the vote under Article 70 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held May 28, 1980.

ATTEST:

*Christine M. Callahan*



CHRISTINE M. CALLAHAN, CMC

OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
MASSACHUSETTS

TOWN HALL  
OFFICE HOURS  
9 AM TO 5 PM  
—  
TELEPHONE  
781-643-6700

TOWN CLERK

~~769533v1747745v1~~ARTICLE 72. — AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE  
MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

VOTED: (Unanimously) ~~Amendment No. 3 to the agreement establishing the Minuteman Regional Vocational Technical School District~~

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District" as heretofore a ended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~E. Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No.3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all the member towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3,~~

A true copy of the vote under Article 72 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held March 21, 1981. ATTEST:

*Christine M. Callahan*

~~AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District", as heretofore amended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, measured from July 1 next preceding such date, or for such shorter term, measured from such July 1, as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~(E) Annually, on a date specified in the by laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No. 3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all members towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3.~~

**REGIONAL AGREEMENT**

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE**

**(A) Composition**

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

**(B) Staggering of Terms**

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

**(C) Appointing Authority**

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

**(D) Subsequent Terms of Office**

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

**(E) Vacancies**

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

**(F) Organization**

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will

choose a Secretary, who may or may not be from among its membership.

**(G) Power and Duties**

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

**(H) Weighted Voting**

Each member of the Regional School Committee will exercise a weighted vote, which will be calculated and established as of July 1 of each year as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, that community's member of the Regional School Committee would exercise a 8.67% vote.) Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

**(I) Quorum**

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

**SECTION II TYPE OF REGIONAL SCHOOL DISTRICT**

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

### **SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL**

The regional district school shall be located within the geographical limits of the District.

### **SECTION IV APPORTIONMENT AND PAYMENT OF COSTS**

#### **(A) Classification of Costs**

For the purpose of apportioning assessments levied by the District against the member communities, costs shall be divided into two categories: capital costs and operating costs.

#### **(B) Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

#### **(C) Operating Costs**

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

#### **(D) Apportionment of Capital Costs**

1. The following method will be used for apportioning capital costs incurred prior to July 1, 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, 2014 for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs referred to in subsection IV (F) shall not be included.

2. The following method will be used for apportioning capital costs incurred on or after July 1 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than five (5) pupils from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of five (5) pupils in the regional district school on said date.

b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.

c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:

- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the five (5) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

#### **(E) Apportionment of Operating Costs**

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to

this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

**(F) Special Operating Costs**

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

**(G) Times of Payment of Apportioned Costs**

Each member shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B), of the capital and operating costs. The annual share of each member community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

September 1	25%
December 1	60%
March 1	75%
May 1	100%

**(H) Apportionment of Costs to New Members**

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs

which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

**(I) Incurring of Debt**

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

**SECTION V BUDGET**

**(A) Tentative Operating and Maintenance Budget**

The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

**(B) Final Operating and Maintenance Budget**

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member

community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

## **SECTION VI TRANSPORTATION**

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities as an operating cost.

## **SECTION VII AMENDMENTS**

### **(A) Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

### **(B) Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said community and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

### **(C) Approval by Commissioner**

All amendments to this Agreement are subject to the approval of the Commissioner.

## **SECTION VIII ADMISSION OF NEW COMMUNITIES**

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July 1 following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

## **SECTION IX WITHDRAWAL**

### **(A) Procedure**

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

### **(B) Continuing Obligations After Withdrawal**

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:

a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,

b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

**(C) Commissioner's Approval**

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

**(D) Amendment to Agreement**

The withdrawal of a member which occurs consistent with the above will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

**SECTION X TUITION STUDENTS**

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

**SECTION XI FISCAL YEAR**

The fiscal year for the district shall run from July 1 to June 30.

**SECTION XII SUBMISSION FOR APPROVAL**

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**February 10, 2014**

Approved: \_\_\_\_\_

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; and Les Fox, Member

**ABSENT:** Raid Suleiman and Jim Gorman

**ALSO PRESENT:** Selina Shaw, Town Administrator and Cheryl Mahoney, Department Assistant

Chair Amoroso called the meeting to order at 7:03 P.M. in the Grange Meeting Room of Town Hall.

The documents discussed herein have been included with the file copy of the agenda packet for the above referenced date and are hereby incorporated by reference.

**ANNOUNCEMENTS**

Chair Amoroso read the announcements.

**APPOINTMENTS**

- David Lindberg, Inspector of Buildings was present to provide an update on proposed capital improvements at various Town properties and to receive input on their presentation as capital articles for Town Meeting. Lindberg referred to the summaries provided and opened with the re-paving of the three lots most in need of repair – the DPW facility, Town Hall and the Museum. The project is not just to re-grade and re-pave these lots but also to improve drainage and stormwater management. There was discussion regarding paving material options. Lindberg advised that given the usage of these sites, asphalt is the most practical and cost-effective option. There was also discussion on the suggestion in Selectmen Gorman's email to reduce the size of the parking lot at the Museum. Selectmen Gorman and Lindberg could work together to evaluate this alternative. Lindberg was asked to find out the pavement square footage for each of these lots. He believes that all of these lots are currently ADA compliant. Based on the estimates received his suggested budget for this project is \$275,000. Discussion moved to the restoration of the Museum's chimney. The chimney has deteriorated, developing gaps so that water is leaking down through to the building. A mason has evaluated the chimney and has recommended that in addition to watersealing, loose or deteriorated bricks and mortar be replaced, joints re-pointed and the chimney be recapped. The cost given for this work is \$6,000. Lindberg, next, addressed the condition of the carpets at Town Hall. These carpets are 24 years old. They are in very poor conditions, with ripples and split joints. Some employees have also attributed respiratory issues to the condition of the carpet. There was discussion as to other flooring materials. Lindberg advised that carpet is best and most cost effective option for these public spaces. It was noted that the Grange Room floor restoration is a separate project and has already been funded. Next project discussed was the repairs to the barn at Steele Farm. The Steele Farm Advisory Comm. has done its homework in putting together this proposal. It has been several years since significant repairs have been done. The barn is owned by the Town so the TTOR is not responsible for funding these repairs. The Selectmen were supportive of this project, as it will extend the usable life of the barn and could lead to increased usage. Lindberg then addressed the repurposing of the Grange stage area and further repairs/restoration to the Grange Room itself. The stage space is no longer publically accessible due to ADA compliance issues. The installation of an access lift would run \$5,000-\$10,000. This space has been used for storage for 20 years. The previous IT Coordinator had proposed that this space be converted into a data/communication room. Member Fox noted that since the initial discussions on this it has come to his attention that there may be significant unintended costs with moving the existing technology infrastructure. It was noted that the Town's cable providers should be approached about possible funding. There was discussion about also obtaining estimates to bring the stage area into ADA compliance so it can be used as performance space. Lindberg would like to work to restore the Grange Room itself to its original appearance – repainting, restoring the ceiling and installing period-appropriate, energy-efficient lighting. All of this work, except for painting would be contracted. Lindberg puts this restoration work at \$60,000, less the previously approved flooring article and the painting costs.

- Town Planner, Elizabeth Hughes, and members of the Planning Board were present to discuss proposed intersection improvements. Hughes referred to the presented material and provided an update on the completed intersection improvements at Burroughs/Stow Roads and Burroughs/Chester Roads. These changes have received mostly positive feedback. The Planning Board along with Chief Ryder are now looking to improve other troublesome intersections in Town - Pine Hill/Burroughs Roads and Davidson/Depot Roads. Hughes referred to the preliminary plans for these improvements. The next step in this process is to conduct site visits and trial runs of the proposed reconfigurations. Planner Hughes confirmed that funds are available for the engineering work and surveys. DPW Director Garmon feels that he can manage this road work within his budget. The Liberty Square/Depot Road is the next intersection that they will be looking at.
- Al Murphy, Stow Road Concept Development Committee member and Boxborough Housing Board Chair was present to discuss proposed Request for Proposals (RFP) for development of Stow Road property. Town Planner Hughes and the Planning Board remained for this discussion. The final draft is under review. The Housing Partnership representative is working with the Inspector General's office on some of the language. This working group is meeting on Thursday and should have the final form soon. Once finalized the RFP will be published to solicit proposals for development of the Stow Road property.
- Rita Grossman, Jeanne Kangas and other interested parties were present to discuss a proposal that the Town adopt the Community Preservation Act (CPA). Grossman spoke to the materials provided and a Powerpoint presentation. She opened by reviewing the history of the CPA in Boxborough. She provided background on the history of CPAs in Massachusetts; informed the Selectmen as to the status of the state's commitment to funding of CPAs; the trends as to the state's portion; how CPAs are being implemented in other communities; and the expanded uses that are now allowed, including recreational. CPA is a Capital Planning Project Program. She reviewed the adoption process; the establishment and make up of a CPA Committee; how this town would generate these funds through a surcharge; the percentages that could be implemented (1%-3%) and the process for the Town to approve funding for CPA projects. She provided data on the financial impact to households with the proposed surcharge levels (1%-3%) and the corresponding CPA funds that could be made available. Grossman believes that the state provides additional incentives for communities implementing the 3% maximum. There was also discussion on the "user fees" currently being charged, (i.e. Transfer Station fees) which could be offset by implementing CPA funding. She stated that adopting this would allow the Town to do more to improve our community and preserve open space. The CPA could have been used to fund the work to the Steele Farm barn discussed earlier. The Town has some discretion as to the management of a CPA program. Control is at the local level and the Town can spend these funds even if state does not contribute. Grossman & Kangas were asked several questions which they will be researching including what existing Town funds can be used to fund CPA. They have already presented this to several Town boards. BHB Chair Al Murphy advised that the BHB voted unanimously to support CPA and provided his input noting that he believes it could be used for housing related studies & analysis. Grossman provided information on other allowed uses related to housing. SFAC Chair, Bruce Hager, advised that in January the SFAC voted unanimously to support the CPA and the proposed 3% surcharge. Jeanne Kangas spoke to the concerns raised by Selectmen Gorman in his email. They are presenting this proposal in an effort to obtain the Selectmen's support of an article to adopt CPA and for the creation of a work group to research the proposal so that a comprehensive presentation can be made at Town Meeting. The Selectmen provided their input. We now have a capital spending plan, something we didn't have when CPA was first proposed several years ago. However, some residents can't afford an increase to their tax bill. What would be the net overall impact on taxpayers? They would need to see the actual numbers – cost/benefit analysis. It was suggested that the Town should move cautiously when implementing – initially go with 1% then once initiated a discussion can occur about increasing this percentage. The Selectmen that were present agreed that, as presented, this could be a prudent use of resources and they felt they could support the creation of a working group. However, the Selectmen deferred action on this until the full board can be present on February 24<sup>th</sup>. In the meantime the Selectmen suggested individuals be identified that could be considered for this working group. There was discussion on the warrant timeline. Resident, Maria Neyland, voiced her support of the CPA.

*The Board took Agenda Item #7a, out of order.*

#### **NEW BUSINESS**

- Discussion was opened on the Reserve Fund Transfer Request to the Accountant Consulting account. This is to cover the expense of retaining interim accounting services after Mike Guzzo left. Member Fox moved to forward to the Finance Committee for approval the request to transfer \$3,547.50 from the Reserve Fund to account #001-135-5200-5306, Accountant Consulting. Seconded by Member Stemple. **Approved 3-0.**
- **Citizens concerns** – Acton-Boxborough Transitional School Committee (ABTSC) Chair, Maria Neyland was present and was asked to provide an update on the FY 15 AB Regional Budget discussions. The preliminary budget has been voted. There were several items that are new for FY 15 and the District is working through these revised costs/assessments and reductions in some state aid. Concern was voiced as to Acton's assessment, which went up significantly; while Boxborough's went down. The ABTSC will be having additional discussions on this. The budget still projects \$1,000,000 coming back to the towns. Other efficiencies have been identified during the merger process; however these savings will be re-allotted within the District to

provide needed services. There have also been preliminary discussions about applying for, previously unsought, SPED Medicaid funding.

## MINUTES

- Member Fox moved to accept the minutes for the Executive session, Contract Negotiating Team (Police Chief), January 16, 2014, as written. Seconded by Member Stemple. **Approved 3-0.**
- Member Stemple moved to accept the minutes for the regular session, January 27, 2014, as revised. Seconded by Member Fox **Approved 3-0.**
- Member Stemple moved to accept the minutes for the Executive session, January 27, 2014, as written. Seconded by Member Fox **Approved 3-0.**

## SELECTMEN REPORTS

- Member Fox reported that he had attended last week's BLF but deferred to the Chair on reporting these discussions.

He reported that he met with Chief Ryder and two FinCom members to review the FY 15 Police & Dispatch budgets. There was a correction to the Dispatch budget as to calculating sick time, which lowers that budget overall. The update figures are reflected in current budget sheets "Rev.5".

Member Fox reported that he, TA Shaw, Chief Ryder and Chief White met with Guardian on the server upgrading project. An inventory is being compiled to identify what is equipment due for replacement so an acquisition schedule can be created and projected costs determined.

He attended a meeting of the Town's website working group. The consultant is meeting with department heads on Thursday to discuss their respective web pages. The "Go live" date has been pushed back from April 1<sup>st</sup> to Friday, April 4<sup>th</sup>.

- Chair Amoroso reported on discussions at BLF. The consensus was that the new budget formatting is a big improvement. There was discussion on the proposed revisions to the Minuteman School District Agreement. A representative from Minuteman will be at the February 24<sup>th</sup> Selectmen's meeting. Member Stemple added that the Town's submitted budget is down from last year. Even factoring the removal of the school from the Town's overall budget the decrease is notable.

Chair Amoroso reported that he, Member Fox and their Finance Committee counterparts had participated in discussions with Police Chief Ryder on his contract.

He also reported on the recent Beacon article which attributed comments to the Chair of the Acton Selectmen during Acton's FY 15 budget discussions. The comments were to the effect, that Boxborough has done nothing to address its OPEB "Other Post-Employee Benefits" liabilities and obligations. He took this opportunity to let resident know that this is not true. He explained that OPEB is the obligation to contribute to retired personnel's medical insurance. In 2011 both Acton and Boxborough recognized this issue and began working to address it. In 2012 both towns established OPEB trust funds. To date, Boxborough has contributed \$175,000 to our Trust Fund; 1.8% of our OPEB obligation. Acton has contributed 1.5% towards its obligations. He has met with his counterpart and discussed the comments attributed to her. She has advised that a correction needs to be made and she will be setting the records straight in her own way. He reiterated that Boxborough is actively addressing its OPEB obligations.

## NEW BUSINESS (Continued)

- Discussion was opened on a potential gift of real estate from Robert and Beverly Ludovico. This is a landlocked parcel located on Codman Hill Road in the vicinity of I-495 and the Transfer Station. It was determined that this offer should be explored and the condition of the property investigated. There was discussion as to process and how the town can accept this type of gift.

## EXECUTIVE SESSION

- At 9:30 PM, Member Amoroso moved to adjourn to executive session to conduct strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director) and to adjourn immediately thereafter. Seconded by Member Fox **Approved 3-0 by a roll call vote: Fox aye; Stemple, aye; and Amoroso, aye.**



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**BOXBOROUGH BOARD OF SELECTMEN**  
29 Middle Road, Boxborough, Massachusetts 01719  
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Vincent M. Amoroso, Chair   Robert T. Stemple, Clerk   Leslie R. Fox   James J. Gorman   Raid M. Suleiman

January 30, 2014

Mr. Savas Danos  
General Manager  
LELWD  
39 Ayer Road  
P.O. Box 2406  
Littleton, MA 01460

FEB - 3 2014

V# 16552

Dear Savas,

As we discussed via email, this letter shall serve as an invoice to Littleton Electric Light and Water Departments for their pledge in support of Boxborough's emergency generators. Payment, in the amount of One Hundred Thousand Dollars (\$100,000), should be made to "Town of Boxborough." If there is a memo section on the check, it should note "HMGP Emergency Generator Acquisition," otherwise such notation may be made on the check stub. Please have the check sent to my attention.

With your generous assistance, we were successful in our grant application to FEMA as part of its Hazard Mitigation Grant Program. The generators (one for Hager Well House that serves the Blanchard School, Library, Fire Station, and Police Station and the other for back-up power for the Blanchard School, the Town's identified shelter area) arrived yesterday and have been placed on their pads. Installation is expected to be completed in the next couple of weeks.

We greatly appreciate LELWD's continuing support. You are an outstanding corporate neighbor!

Sincerely,

Selina S. Shaw  
Town Administrator

Please send  
a check to "Town of  
Boxboro" as LELWD's  
contribution to this  
project.  
In-lieu-of Tax Payment  
10-47

Selina S. Shaw, Town Administrator  
selina.shaw@town.boxborough.ma.us

TOWN OF LITTLETON  
ACCOUNTS PAYABLE  
37 SHATTUCK STREET  
LITTLETON, MA 01460

EASTERN BANK  
BOSTON, MA 02110  
58-179-113

Check # 248073 **248073**

02/12/2014

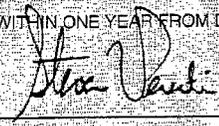
PAY TO THE ORDER OF TOWN OF BOXBOROUGH

\$100,000.00

\*\*\*ONE HUNDRED THOUSAND AND 00/100\*\*\*

DOLLARS

VOID IF NOT CASHED WITHIN ONE YEAR FROM DATE OF ISSUE



TOWN OF BOXBOROUGH  
29 MIDDLES ROAD  
BOXBOROUGH, MA 01719

MEMO

⑈ 248073⑈ ⑆011301798⑆ 00 09831058⑈

TOWN OF LITTLETON

248073

16552 TOWN OF BOXBOROUGH

DATE	PO	VOUCHER	INVOICE	AMOUNT
01/30/2014		0	GENERATOR	100,000.00
Check: 248073	Date: 02/12/2014	Warrant: LELWAP1432	Total:	\$100,000.00

received  
2-19-14



**Internal Communications and Outgoing Communications**  
**February 24, 2014**

1. Letter from Comcast [xfinity] Senior Manager of Government & Regulatory Affairs, Ben Pearlman, dated February 10, 2014, to the Board of Selectmen accompanying their Quarterly Report and access fee payment [PEG] check of \$ 2,600.39.
2. Email communication, PEG Grant Report 4<sup>th</sup> Quarter 2013, and check for their 4<sup>th</sup> Quarter PEG payment of \$15,293.10 from Kathy Booker, Verizon New England, Inc., dated February 14, 2014.
3. Copy of a memorandum from Conservation Commission, dated February 20, 2014, to Wayne Richardson, Boy Scouts of America advising him that Boy Scout Carl Lang's Eagle Scout project [installation of a footbridge for trail at the end of Swanson Rd leading to Boxborough Esker site] was unanimously approved and endorsed by the Commission.\*





**Minutes, Notices and Updates**  
**February 24, 2014**

**Minutes**

1. Minutes of the Personnel Board meeting held January 27, 2014.
2. Minutes of the Conservation Commission meeting held February 5, 2014.

**Notices**

1. Notices of Board of Selectmen Contract Negotiating Team [Executive Session] meetings:
  - a. Held February 20, 2014 [Police Chief Warren Ryder]
  - b. Held February 20, 2014 [Fire Chief Randolph White]
2. Notice of a Finance Committee meeting to be held February 24, 2014.
3. Notice of an Acton-Boxborough Transitional School Committee meeting to be held February 25, 2014 [*Quorum may be present at an Acton FinCom meeting*].
4. Notice of Personnel Board meetings:
  - a. To be held February 26, 2014
  - b. To be held February 27, 2014 [Snow date]
5. Notice of a Recreation Commission meeting to be held February 25, 2014.
6. Fire Department Job Posting – Firefighter/EMT [Permanent]



8c



**General Correspondence**  
**February 24, 2014**

1. February 2014 issue of the Freedom's Way Heritage National Heritage Area's Newsletter.

