



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**June 2, 2014**  
**Boxborough Town Hall**  
**Grange Meeting Room**

**1. CALL TO ORDER, 7:30 PM**

**2. ANNOUNCEMENTS**

**3. REORGANIZATION OF THE BOARD**

- a) Nominations for Chair  
(Call for nominations... close nominations... vote...) **VOTE:**
- b) Nominations for Clerk  
(Call for nominations... close nominations... vote...) **VOTE:**

**4. PUBLIC HEARING, 7:40 PM**

To consider the application of Oscar's Burritos Mexican Grill, Inc., for a Common Victualler's license for the premises located at 36 Massachusetts Avenue, Boxborough **VOTE:**

**5. APPOINTMENTS**

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

- a) David Lindberg, Inspector of Buildings, re: Steele Farm barn repairs, 7:50 PM
- b) Jeffrey Landgren, president of MassCops Local 200, re: successor agreement, 8:05 PM **VOTE:**
- c) Police Chief Warren Ryder and Robert J. Fagundes, candidate for Special Police Officer, for a term effective immediately through June 30, 2015, 8:10 PM **VOTE:**
- d) Police Chief Warren Ryder to discuss proposed policy on use of nasal naloxene, 8:15 PM
- e) DPW Director, Tom Garmon, to discuss proposed paving schedule and transfer station, 8:30 PM
- f) Citizens concerns

**6. MINUTES**

- a) Regular session, March 31, 2014 **ACCEPT & POF**
- b) Regular session, April 14, 2014 **ACCEPT & POF**
- c) Regular session, April 28, 2014 **ACCEPT & POF**
- d) Executive session, April 28, 2014 **ACCEPT & POF**
- e) Regular session, May 12, 2014 **ACCEPT & POF**
- f) Regular session, May 22, 2014 **ACCEPT & POF**
- g) Executive session, [BoS Negotiating Team, Town Administrator], May 27, 2014 **ACCEPT & POF**

**7. SELECTMEN REPORTS**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

- a) Boxborough School Committee - request for permit to serve champagne at a reception for Superintendent Curt Bates, June 10, 2014, 6:30 – 8:30 PM **VOTE:**
- b) Reserve Fund Transfers
  - i. Board of Selectmen Consulting (\$535) **VOTE:**  
[consulting engineering services associated with subdivision of Boxborough municipal and school land] **VOTE:**
  - ii. Accountant Software Maintenance (\$2,000) **VOTE:**
  - iii. Treasurer Tax Title Foreclosure (\$6,325) **VOTE:**
  - iv. Environmental Services Expenses (\$389.28) **VOTE:**
  - v. Nursing Services Expenses (\$175.12) **VOTE:**
- c) Resignation of Tamar MacFadyan from the Board of Registrars **VOTE:**
- d) Appointment of Hugh Fortmiller to the Board of Registrars to complete the unexpired term of Tamar MacFadyen effective immediately until June 30, 2015 **VOTE:**
- e) BoS Liaisons – review for June 16<sup>th</sup> meeting

**10. CORRESPONDENCE**

**ACCEPT & POF**

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

**11. PRESS TIME**

**12. CONCERNS OF THE BOARD**

**13. EXECUTIVE SESSION, MORSE HILBERG ROOM**

*Move to adjourn to executive session to conduct strategy sessions in preparation for negotiations with non-union personnel (Town Administrator), and to adjourn immediately thereafter*

**ROLL CALL  
VOTE:**

**14. ADJOURN**

**Common Victualler's License**

**LEGAL NOTICE  
TOWN OF BOXBOROUGH  
BOARD OF SELECTMEN  
PUBLIC HEARING**

The Board of Selectmen will hold a public hearing, pursuant to the provisions of MGL Chapter 140 § 2, at 7:40 p.m. in the Grange Meeting Room, Boxborough Town Hall, 29 Middle Road, on Monday, June 2, 2014, concerning the application of Oscar's Burritos Mexican Grill, Inc. for a Common Victualler's license for the premises located at 36 Massachusetts Avenue, Boxborough, Massachusetts.

All are welcome to attend.

Per Order  
Board of Selectmen

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**COMMON VICTUALLER'S LICENSE  
LEGAL NOTICE  
TOWN OF BOXBOROUGH  
BOARD OF SELECTMEN  
PUBLIC HEARING**

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All are welcome to attend.

Per Order  
Board of Selectmen

AD#13117433  
Acton Beacon 5/15/14

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THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BOXBOROUGH  
APPLICATION FOR LICENSE/PERMIT  
(GENERAL)

April 15, 2014

No. \_\_\_\_\_

TO THE LICENSING/PERMITTING AUTHORITIES:

The undersigned hereby applies for a License/Permit in accordance with the provisions of the Statutes relating thereto

Common Victualers Lices.

(Full name of person, firm or corporation making application)

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE/  
PERMIT IS  
REQUESTED

To

Restaurant.  
OSCAR'S BURRITOS MEXICAN GRILL - INC.

GIVE LOCATION  
BY STREET  
AND NUMBER

At

36 MASSACHUSETTS AVE.  
BOXBOROUGH MA 01719

in said Town of Boxborough

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Oscar's Burritos  
Mexican Grill.

\*Signature of Individual  
or Corporate Name (Mandatory)



By: Corporate Officer  
(Mandatory, if Applicable)

019-70-4965

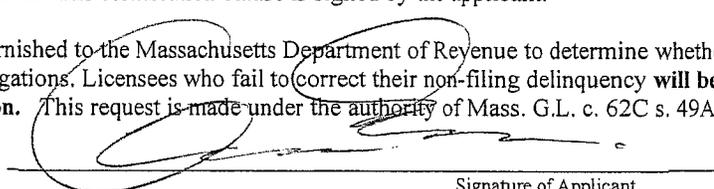
\*\* Social Security # (Voluntary)  
or Federal Identification Number

\* This license/permit will not be issued unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received April 15 2014

Hour A.M. \_\_\_\_\_  
P.M. 12:43 



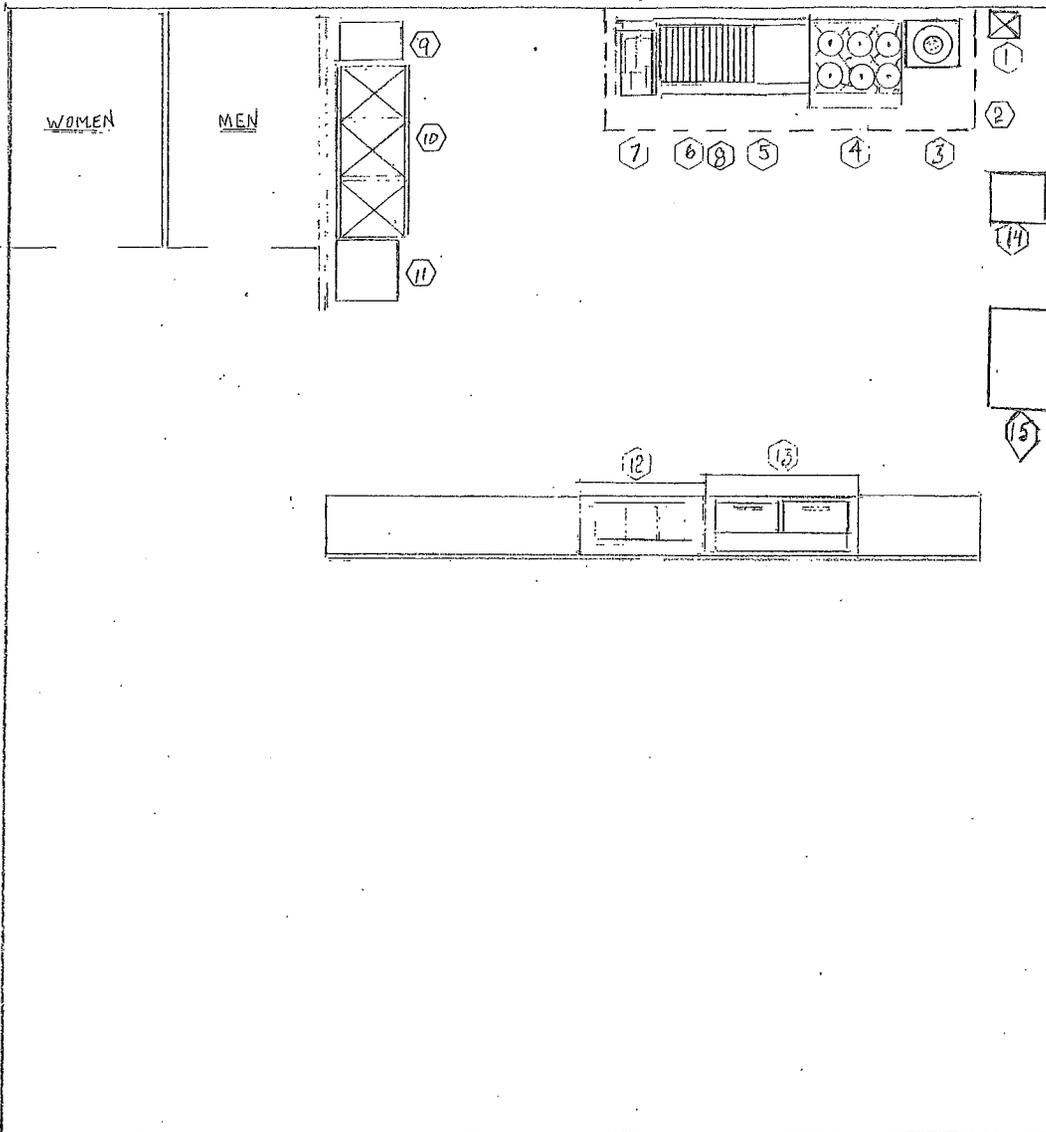
Signature of Applicant

36 MASSACHUSETTS - AVE 01719.

Address

Approved \_\_\_\_\_ 20\_\_

License/Permit Granted \_\_\_\_\_ 20\_\_



NO.	ITEM
1	HAND SINK
2	HOOD
3	STOCK POT RANGE
4	6 BURNER RANGE
5	GRIDDLE
6	CHAR-BROILER
7	FRYER
8	GRIDDLE STAND
9	GREASE TRAP - EXISTING
10	3 Comp. SINK - EXISTING
11	DISHWASHER
12	HOT FOOD TRAY
13	SANDWICH LINE
14	ICE MACHINE
15	WALK IN COOLER

*Oscar's Burritos Mexican Grill*

SCALE: 1/4" = 1'-0"	APPROVED BY	DRAWN BY JFB
DATE: 2-3-14		
		DRAWING NUMBER

Fresh, Healthy Mexican Food!

### "Big" Burrito

Steamed hot 12" flour tortilla filled with rice, beans, cheese, salsa fresca, and choice of one filling

Grilled or Spicy Chicken.....	\$5.50
Carnitas (Pork).....	\$5.50
Chili Verde (Spicy Pork).....	\$5.50
Grilled Steak...(Supreme \$7.50).....	\$6.00
Grilled Veggies.....	\$5.50
"BB Supreme".....	\$7.00

Guacamole and sour cream added

### "Medium" Burrito

Steamed hot 10" flour tortilla filled with rice, beans, salsa fresca, and choice of one filling

Grilled or Spicy Chicken.....	\$4.20
Carnitas (Pork).....	\$4.20
Chili Verde (Spicy Pork).....	\$4.20
Grilled Steak...(Supreme \$6.20).....	\$4.70
Grilled Veggies.....	\$4.20
"MB Supreme".....	\$5.70

Guacamole and sour cream added

### Quesadilla

Grilled 10" flour tortilla w/melted cheese and salsa fresca

Grilled Cheese only.....	\$3.75
Add one meat or veggie.....	\$4.50
"QB" Supreme.....	\$6.00

Guacamole and sour cream added

\*Steak .50c extra

### Sautéed Portobello Mushrooms & Cheese

Portobello mushrooms sautéed & wrapped inside a grilled 10" quesadilla, filled with Monterey Jack cheese.

..... \$6.50

### Mexican Plate

Your choice of one filling on top of a bed of Mexican rice, topped w/beans, salsa fresca & two 6" corn tortillas

Regular Plate .....	\$7.25
Supreme Plate .....	\$8.75
Fajita Plate.....	\$10.25

\*Steak .50c extra

Open Mon - Sat 10:30am - 10:00pm  
Sun 11:00am - 9:00pm

1191 Centre Street, Newton Centre (617)-969-8100

[www.Tangomangonewton.com](http://www.Tangomangonewton.com)

**OSCAR'S BURRITOS MEXICAN GRILL, INC.** 36 MASSACHUSETTS AVENUE, BOXBOROUGH, MASS.

### The "Fabulous Fajita Burrito"

One meat or veggie filling topped w/sautéed peppers & onions, rice, beans, cheese, salsa fresca, guacamole, sour cream

"Big" .....	\$8.50	"Medium" .....	\$6.50
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\*Steak .50c extra

### Extras

Cheese.....	50¢
Sour cream.....	50¢
Rice .....	50¢
Beans .....	50¢
Jalapenos.....	50¢
Guacamole.....	\$1.00
Meat/Veggies... \$1.50	
or Peppers & Onions	
Steak.....	\$2.00

### Tacos

Fresh 6" corn tortilla filled w/ one filling, salsa fresco and shredded lettuce

\$2.75

### "Supreme"

\$3.25

Guacamole and sour cream added

### Fish Tacos

Grilled Tilapia topped with a mild spicy slaw on a corn tortilla

2 for \$7.50

### Nachos

Warmed tortilla chips w/melted Monterey Jack cheese - additional toppings available

\$4.50

### "Supreme"

\$6.50

### Snacks

Tortilla Chips.....	\$1.50
w/salsa.....	\$3.25
w/guacamole.....	\$3.75

### "Hot & Spicy"

### Southwestern Burrito

Hot and spicy sausage mixed with sautéed peppers and onions, rice, beans, cheese, salsa fresca, sour cream, guacamole, and a touch of chili

"Big" ..	\$8.50	"Medium" ..	\$6.50
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### Fiesta Salads \$4.25

Crispy iceberg lettuce and salsa fresca

#### "Add ins"

Meat or Veggies.....	\$1.50
Steak.....	\$2.00
Sour Cream.....	\$1.00
Guacamole.....	\$1.00

### Vegetarian Rice & Beans

Pinto (red), black or refried beans mixed w/vegetarian Mexican rice

Big.....\$4.25 Medium.....\$3.50

R & B Plate.....\$5.50

R & B Quesadilla.....\$4.25

### Vegetarian Chili & Chips

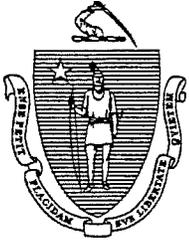
Cup.....\$3.95 Bowl.....\$5.95

### "Take it home"

	$\frac{1}{2}$ pint	pint
Rice or Beans.....	\$3.00	\$ 5.50
Grilled Veggies.....	\$4.50	\$ 9.00
Grilled meats.....	\$5.50	\$11.00
Grilled Steak.....	\$6.00	\$12.00
Salsa.....	\$5.00	\$10.00
Sour Cream.....	\$5.00	\$10.00
Guacamole.....	\$6.00	\$12.00

Before placing your order, please inform your server if a person in your party has a food allergy

All prices subject to 7.0% MA Sales Tax - Menu prices are subject to change without notice



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

Date: March 26, 2014

To Whom It May Concern :

I hereby certify that according to the records of this office,

**OSCAR'S BURRITOS MEXICAN GRILL, INC.**

is a domestic corporation organized on **December 12, 2013** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

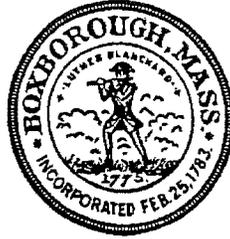
Secretary of the Commonwealth

Certificate Number: 14036814830

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: nmc

5a



**AGREEMENT  
BETWEEN  
THE  
TOWN OF BOXBOROUGH  
AND  
LOCAL 200 MASSACHUSETTS COALITION OF POLICE**

**JULY 1, 2012 through JUNE 30, 2015**

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**AGREEMENT**  
between  
**THE TOWN OF BOXBOROUGH**  
and  
**LOCAL 200 MASSACHUSETTS COALITION OF POLICE**

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Massachusetts Coalition of Police, MCOP Local 200, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

**ARTICLE 1 - DEFINITION OF BARGAINING UNIT**

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for full-time Police Officers, Sergeants and probationary EMPLOYEES each hereinafter referred to as the EMPLOYEE and excluding all others.

The EMPLOYER will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this agreement.

All new EMPLOYEES shall be considered probationary EMPLOYEES during the first twelve (12) months of service. Within twenty-one (21) days prior to the end of such twelve (12) months, each such EMPLOYEE'S status will be reviewed by the Chief or his/her designee and the Board of Selectmen and the EMPLOYEE will be made a permanent EMPLOYEE or his/her employment with the EMPLOYER shall be terminated.

**ARTICLE 2 - RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive collective bargaining representative for all of the EMPLOYEES defined in Article 1 above.

**ARTICLE 3 - COMPLETE AGREEMENT**

This document and the current or future mutually accepted job descriptions constitute the complete Agreement between the EMPLOYER and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Section 1. This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted, except to the extent expressly abridged by a specific provision of this agreement.

Section 2. The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Police Department. The EMPLOYER shall have the exclusive right to manage the Police Department, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for cause, maintain discipline, and require the observance of the EMPLOYER'S reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

Section 3. The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances. The failure of the UNION to exercise, or the decision of the UNION not to exercise, any of its rights in one or more instances shall not be deemed to be a waiver by the UNION if it chooses to enforce the right or rights in any other instance or instances.

#### **ARTICLE 5 - PERFORMANCE EVALUATION**

Section 1. Every EMPLOYEE shall receive, as often as the Chief deems necessary, but not less than annually, a written performance appraisal and evaluation report.

Section 2. Every EMPLOYEE shall have an opportunity, within thirty (30) days, to discuss the evaluation report with the Chief for the purpose of understanding. Afterwards a copy of such report shall be placed in his/her personnel file. The employee shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates his/her agreement with the contents thereof. If the EMPLOYEE disagrees then that EMPLOYEE will have the opportunity to add his/her own statement to his/her file.

Section 3. Performance appraisal and evaluation reports shall not be deemed public records as that term is defined by M.G.L. Chapter 4, Section 7 and access thereto shall be limited to the EMPLOYEE, his/her designees, the Selectmen, the Chief, their agents and those persons who are authorized by law to have access to personnel records of the EMPLOYER.

Section 4. Nothing contained in the Article shall be deemed subject to the grievance procedure under this agreement.

#### **ARTICLE 6 - JUST CAUSE**

EMPLOYEES who have passed their probationary period of one year shall not be disciplined or discharged without just cause. The UNION president shall be notified in writing of the discipline of any EMPLOYEE after the discipline is given.

#### **ARTICLE 7 - DRUG FREE WORKPLACE**

Section 1. The UNION agrees to abide by the EMPLOYER'S Drug-Free Workplace Policy.

Section 2. This policy shall not apply to EMPLOYEES lawfully engaged in investigative or enforcement actions nor to any other activity within the lawful scope of the powers and duties of law enforcement officers.

#### **ARTICLE 8 - DUTIES**

EMPLOYEES shall not be expected to perform the duties of any other Town EMPLOYEE or town official except in cases of public safety, public peace or when police assistance is needed.

#### **ARTICLE 9 - SENIORITY**

Seniority of an EMPLOYEE covered by this Agreement shall be determined by the longest period of continuous employment as a full-time, permanent EMPLOYEE. Prior service, service on other police departments, and military service shall not be considered.

#### **ARTICLE 10 - LAY OFF**

If the EMPLOYER finds it necessary to lay off EMPLOYEES due to economic or budgetary reasons, the procedure set forth in this Article will apply.

Step 1. The UNION will be notified whenever possible three (3) weeks in advance of any lay off and, insofar as practicable, of the number, names and occupational classifications of those EMPLOYEES who are affected by the lay off.

Step 2. If a lay off is necessary, EMPLOYEES shall be laid off in the inverse order of seniority. Seniority shall be determined as described in Article 9.

Step 3. The EMPLOYER will give each EMPLOYEE who is laid off either three (3) weeks notice or three (3) weeks pay in lieu of notice.

Step 4. Probationary EMPLOYEES will be laid off before regular EMPLOYEES.

Step 5. Full time EMPLOYEES laid off pursuant to this agreement shall have first right of refusal for reinstatement as full time EMPLOYEES should full-time laid off positions be rehired. Full time EMPLOYEES laid off pursuant to this agreement shall have first right of refusal should part-time positions be hired. A refusal by a former full-time EMPLOYEE laid off pursuant to this agreement to accept a part-time position shall not affect or alter the EMPLOYEE'S first right of refusal for reinstatement to a full time position. The last full time EMPLOYEE to be laid off shall be tendered the first offer if a position is rehired within five years of that EMPLOYEE'S lay-off. The procedure shall be as follows:

- a) The EMPLOYEE will be responsible for notifying the Chief of Police by certified mail of his/her current mailing address for the duration of the rehire period.
- b) The EMPLOYER will notify the laid-off EMPLOYEE(S) of restored full-time EMPLOYEE openings by certified mail. The notice must be postmarked within fifteen (15) days after the position has been officially restored.
- c) The laid-off EMPLOYEE(S) will be notified that they have fifteen (15) days to respond to the notice. The fifteen (15) days shall begin to toll on the date that the certified letter was received by the laid-off EMPLOYEE.
- d) If the laid-off EMPLOYEE chooses to return to duty, the EMPLOYEE will submit to (at the EMPLOYER's expense) a pre-employment medical examination by the same physician the EMPLOYER utilizes for annual EMPLOYEE physicals. The EMPLOYEE shall notify the Chief of Police that the EMPLOYEE chooses to be re-employed by the EMPLOYER by certified mail.
- e) A laid-off EMPLOYEE may be offered re-employment at the same or a lower rank provided that the lower rank is not lower than the rank of full-time EMPLOYEE.

## **ARTICLE 11 - HOURS OF WORK**

Section 1. The regular work week of all EMPLOYEES shall consist of four (4) eight (8) hour shifts and two (2) consecutive days off. One week shall be defined as the period starting on Thursday at 0001 hours (Thurs. 12:01 AM) and ending on Wednesday at 2400 hours (Wed. 12:00 Midnight). An alternative schedule may be arranged by mutual agreement between the UNION and the Chief of Police.

If the number of full-time officers, exclusive of the Chief of Police, totals ten (10) or more, the Employer may offer one flex shift. In the event that the number of full-time officers, exclusive of the Chief of Police, totals nine (9) or fewer, a flex shift shall not be offered. The flex shift shall be offered to officers as is any other shift per the current contract. The flex shift shall be four (4) consecutive days

on duty followed by two (2) consecutive days off. The officer assigned to the flex shift may be moved outside of his/her four day on/two day off work week rotation or approved day off with his/her consent. There will be at least seven (7) days notice provided to flex officer for any shift changes. Such changes shall be mutually agreed upon between the Chief and the flex officer whenever possible.

Section 2. The EMPLOYEES will bid shift assignments. EMPLOYEES will bid shift assignments on the basis of seniority every (6) months. The Chief or his/her designee will offer shifts based upon the personnel available and the staffing needs of the department. The Chief may offer the Sergeants supervisory shifts. This agreement shall not preclude the Chief, and the UNION from reaching a mutually agreeable alternative schedule during each six (6) month term should there be a serious staffing shortage.

Not less than thirty (30) days prior to the end of each six (6) month cycle the Chief or his/her designee shall post the shifts available for bid. The EMPLOYEES will submit their bids to the Chief on a suitable form within ten days of the posting. Not less than ten days prior to the end of six (6) month cycle the Chief or his/her designee will assign shifts based upon the bids and by seniority and shall post the schedule for the next six (6) months.

Section 3. The Chief or his/her designee may order an EMPLOYEE to duty contrary to Sec. 2 if there is a staffing shortage or an emergency so requires it. An emergency shall be defined as: A situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding action. A staffing shortage shall be defined as: A situation wherein there will be no Boxborough Police Officers on duty unless an employee is ordered to work.

In the event of a staffing shortage as defined by this section, the Chief may order one (1) employee to work a single 8-hour shift provided that all other alternatives have been exhausted. An employee may NOT be ordered to work under this section if s/he is on sick leave, authorized personal leave, bereavement leave, leave of absence, or injured-on-duty status. An employee may NOT be ordered to work within the sixteen (16) hours immediately preceding, or following bereavement leave. Ordering in EMPLOYEES will be determined by the "Order In Rotation" policy to be established by the CHIEF in consultation with the UNION.

In all cases of staffing shortages or emergencies, every reasonable attempt will be made to fill shifts without ordering employees to work.

Section 4. All EMPLOYEES may be allowed to exchange shifts with the prior approval of the Chief or his/her designee provided that it can be done at no cost to the EMPLOYER.

## ARTICLE 12 - WAGES

Section 1. If a new EMPLOYEE has completed the Full-time Basic Recruit Academy training for full-time municipal police officers as approved and certified by the Municipal Police Training Committee (MPTC), OR if the new EMPLOYEE has obtained a waiver of permanent exemption excusing that EMPLOYEE from MPTC Basic Police Recruit Academy Training, the new EMPLOYEE may start at step "A2" on the wage scale. Proof of Academy graduation or permanent exemption is required. If a new

EMPLOYEE has not completed training or obtained an exemption at the time of hire, the EMPLOYEE will start at step "A1" and advance to step "A2" upon successful completion of Academy training or obtaining a permanent exemption from the MPTC and presentation of proof thereof to the Chief of Police.

Section 2. All Existing EMPLOYEES will move from Step to Step each July 1.

Section 3. New EMPLOYEES will be hired at Step A1 (or at another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1, move to the next step on the following July 1. New EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment.

**Effective July 1, 2012 (FY 2013):**

**PATROL OFFICERS:**

	<b>Step A1</b>	<b>Step A2</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Step	20.56	21.28	22.03	22.80	23.60	24.42	25.28
COLA	.31	.32	.33	.34	.35	.37	.38
<b>Total Wages</b>	<b>20.87</b>	<b>21.60</b>	<b>22.36</b>	<b>23.14</b>	<b>23.95</b>	<b>24.79</b>	<b>25.66</b>
Overtime	150% of hourly rate						

**SERGEANTS:**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
% above maximum patrolman step	11%	13%	15%
Hourly	28.48	28.99	29.51
Overtime	150% of hourly rate		

**Effective July 1, 2013 (FY 2014):**

**PATROL OFFICERS:**

	<b>Step A1</b>	<b>Step A2</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Step	20.87	21.60	22.36	23.14	23.95	24.79	25.66
COLA	.37	.38	.39	.40	.42	.43	.45
<b>Total Wages</b>	<b>21.24</b>	<b>21.98</b>	<b>22.75</b>	<b>23.54</b>	<b>24.37</b>	<b>25.22</b>	<b>26.11</b>
Overtime	150% of hourly rate						

SERGEANTS:

	Step 1	Step 2	Step 3
% above maximum patrolman step	11%	13%	15%
Hourly	28.98	29.50	30.02
Overtime	150% of hourly rate		

**Effective July 1, 2014 (FY 2015):**

PATROL OFFICERS:

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F
Step:	21.24	21.98	22.75	23.54	24.37	25.22	26.11
COLA:	.37	.38	.40	.41	.43	.44	.46
<b>Total Wages</b>	<b>21.61</b>	<b>22.36</b>	<b>23.15</b>	<b>23.95</b>	<b>24.80</b>	<b>25.66</b>	<b>26.57</b>
Overtime	150% of hourly rate						

SERGEANTS:

	Step 1	Step 2	Step 3
% above maximum patrolman step	11%	13%	15%
Hourly	29.49	30.02	30.55
Overtime	150% of hourly rate		

Section 4. SHIFT DIFFERENTIAL

EMPLOYEES working evening (3:00 PM to 11:00 PM) and overnight (11:00 PM to 7:00 am) shifts shall receive shift differential as follows:

Day Shift: No Differential  
 Evening Shift: \$0.53 per hour  
 Overnight Shift: \$0.88 per hour

EMPLOYEES working a split shift (Ex. 6 PM until 2 AM) will be paid differential based upon the actual number of hours worked in that shift. (6PM until 2AM) would receive evening shift differential until 11:00 PM and then Overnight shift differential from 11:00 PM to 2:00 AM). Shift differential will only be paid for actual time worked.

Section 5. CAREER INCENTIVE PAY

EMPLOYEES who show proof of a completed Associates, Bachelors or Masters Degree from a Massachusetts Board of Higher Education accredited college or university in Criminal Justice, Law Enforcement or Law, will receive additional compensation known as the "Quinn Bill", as defined under

Massachusetts General Laws Chapter 41, Section 108L. The EMPLOYER will fully fund 100% of the Quinn Bill for Quinn eligible employees.

If the Town or the state rescinds its acceptance of the provisions of the Quinn Bill, the EMPLOYER agrees to substitute an educational incentive that is equal to the Quinn Bill provisions and compensation provided by the Quinn Bill.

EMPLOYEES who are not eligible to receive benefits under the provisions of the Quinn Bill will receive, in addition to their base wage, \$2,000 for an Associates degree, \$4,000 for a Bachelors degree or \$5,000 for a Masters degree.

### **ARTICLE 13 - OVERTIME**

Section 1. If an EMPLOYEE is required to be on duty for any period in excess of his/her scheduled hours of duty or shift by order of the Chief or his/her designee, EMPLOYEE shall be compensated at the rate of one and one-half times his/her base hourly rate set forth in Article 12 above.

Section 2. In lieu of pay, an EMPLOYEE may elect to receive time off equal to 1.5 times the period of overtime duty provided that:

- (a) The EMPLOYEE shall notify the Chief of the time off that he/she wishes to take no less than 10 days in advance; and
- (b) The Chief or his/her designee authorizes the EMPLOYEE to take the time requested. Such authority shall not be withheld by the Chief or his/her designee unless he/she determines, in his/her sole discretion, that an emergency exists or it would cause additional cost to the EMPLOYER.
- (c) If an EMPLOYEE shall notify the Chief or his/her designee less than 10 days in advance, the Chief or his/her designee shall not withhold his/her authority unreasonably.
- (d) An EMPLOYEE shall not retain more than nine (9) days of compensation time at any one time. All accumulated compensation time must be used within the fiscal year in which it was earned.

Section 3. EMPLOYEES who are required to appear in Court during off-duty hours as a witness for the Commonwealth will be compensated for four (4) hours or for actual time spent in making such appearances, whichever is greater, including travel and waiting time at Court, excluding time for lunch. For the purpose of this Section 3., Court Appearance Duty shall mean the required appearance in Court at the request of the Chief or his/her designee or as a result of any action taken while acting as an EMPLOYEE for the EMPLOYER, either on or off duty. Pay for Court Appearance Duty will be at 1.5 times the EMPLOYEE'S base hourly rate of pay, provided it is outside of regular duty hours.

Section 4. No EMPLOYEE shall be compensated more than once for any period of time in excess of his/her scheduled hours of duty or shift per Section 1. of this Article or for any Court Appearance Duty per Section 3. of this Article.

Section 5. EMPLOYEES called back to work for overtime by the Supervisor shall be paid a minimum of four (4) hours at their overtime rate. This shall not apply to Holdovers.

Section 6. All EMPLOYEES shall be offered and have the first right of refusal to all open shifts in rotation. If all EMPLOYEES have refused a shift, the Chief or his/her designee may fill that shift with a part-time Officer.

Section 7. No EMPLOYEE shall work more than sixteen (16) hours in any twenty-four (24) hour period without prior approval of the Chief or his/her designee. This section shall not apply to emergencies and court appearances.

## ARTICLE 14 - PROMOTIONS

Section 1. If a vacancy exists in a position within the bargaining unit and the EMPLOYER elects to fill that position, the position will be posted for a period of ten (10) calendar days. Interested employees shall submit written applications to the Chief by the deadline established in the posting. The posting requirement shall not apply to vacancies reasonably anticipated to be for less than six (6) months. Nothing in this Agreement shall preclude the EMPLOYER from hiring outside the Department or bargaining unit.

The parties recognize that the EMPLOYER shall have the right to select the individual who the EMPLOYER believes to be the best candidate for the position. In making its decision, the EMPLOYER shall consider criteria which may include but not be limited to:

- (a) Written examination
- (b) Oral board
- (c) Professional background and experience
- (d) Seniority, as determined by the provisions of Article 9
- (e) Quality of performance
- (f) Education

The Chief or his/her designee may reasonably determine the requisite experience the EMPLOYEES must possess in order to be eligible to apply for a given promotion.

### Section 2. TEMPORARY PROMOTION

- (a) Any EMPLOYEE specifically assigned by the Chief or his/her designee and approved by the Board of Selectmen to a higher position for one full shift or more shall be paid at Step 1 for the position being filled on a shift to shift basis for the duration of the assignment. An EMPLOYEE shall not suffer a reduction in pay.
- (b) An EMPLOYEE working out of rank for more than one calendar week (seven days) will receive compensation for that rank at not less than 5% over that EMPLOYEE'S regular base pay. An EMPLOYEE working as acting chief may negotiate a higher pay rate with the Board of Selectmen. An EMPLOYEE working out of rank at a lower rank will maintain his/her normal pay rate and suffer no loss in pay.

## ARTICLE 15 - DETAILS

Section 1. Whenever an EMPLOYEE is assigned to a detail described in G.L. Chapter 44, Section 53C, of the Mass. General Laws, the EMPLOYEE will be paid at a rate of one and one-half (1.5) times the EMPLOYEE'S base hourly rate of pay for EMPLOYER funded events as determined by the Board of Selectmen (Excluding Chapter 90 projects).

Section 2. EMPLOYEES who work private details will be paid at a rate of \$45.00 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. After eight hours the rate will be considered overtime at 1.5 times the detail rate.

Effective July 1, 2013, EMPLOYEES who work private details will be paid at a rate of \$47.00 per hour pursuant to the remaining terms of Section 2.

Effective July 1, 2014, EMPLOYEES who work private details will be paid at a rate of \$48.00 per hour pursuant to the remaining terms of Section 2.

EMPLOYEES who work private strike details will be paid at a rate of \$90 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. After eight hours the rate will be considered overtime at 1.5 times the detail rate.

Section 3. All money earned on such details shall be paid to the EMPLOYEE within fourteen (14) days of receipt of such funds by EMPLOYER from the contractor.

Section 4. Private details shall be offered according to the rotation policy mutually approved by the Chief and UNION.

Section 5. Details shall be filled as soon as possible after the time of the request.

## ARTICLE 16 - HOLIDAYS

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

And any other day that may be declared a Holiday by the EMPLOYER.

Holiday pay for each EMPLOYEE shall be for eight (8) hours. If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours pay at such rate. The EMPLOYER has the right to at least four (4) hours of work from EMPLOYEES on that Holiday.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or eight (8) hours of time off without loss of pay provided that:

- (a) The EMPLOYEE shall notify the Chief in advance of the holiday if he/she elects to take the holiday either as time off or as pay.
- (b) The EMPLOYEE shall notify the Chief of the time off that he/she elects to take off no less than ten (10) days in advance.
- (c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance for an unplanned event, the Chief shall not withhold his/her authority unreasonably, provided that there is no additional cost to EMPLOYER.
- (d) The EMPLOYEE will not work overtime eight hours before or after the holiday shift used as a day off.
- (e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

### ARTICLE 17 - VACATION

All EMPLOYEES hired after July 1, 2010 shall accrue vacation with pay as follows:

#### ACCRUAL SCHEDULE

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	6.67 hours per month	Ten (10) work days
After five (5) years	10 hours per month	Fifteen (15) work days
After ten (10) years	13.34 hours per month	Twenty (20) work days
After twenty (20) years	16.67 hours per month	Twenty-five (25) work days

EMPLOYEES hired on July 1, 2010 or prior shall accrue vacation with pay pursuant to the Memorandum of Agreement executed between the parties on May 11, 2009.

Vacation time may be used in four-hour increments or as mutually agreed upon with the Chief.

Section 1. For EMPLOYEES with hire date from January 1 through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the accrual schedule above. For EMPLOYEES with hire date from July 1 through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

Section 2. Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred by the EMPLOYEE for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article.

Section 3. The Chief must pre-approve all vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(S) shall receive priority.

Requests for vacation must be submitted to the Chief not less than fourteen (14) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

Requests for single or partial days must be submitted at least one (1) week in advance to permit the Chief adequate time to schedule a replacement for the full or partial shift.

An EMPLOYEE may request, subject to the approval of the Chief, to be advanced vacation days that are expected to be earned during the same fiscal year, but have not yet been accrued. In making such a request, the EMPLOYEE must sign an agreement with Town in which the EMPLOYEE agrees that if the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any vacation days taken, but not yet accrued according to the accrual schedule above shall be deducted from that EMPLOYEE's final paycheck.

Section 4. If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

Section 5. If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

Section 6. If an EMPLOYEE is ordered to work by the Chief during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days vacation time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

## **ARTICLE 18 - SICK LEAVE**

Section 1. Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each month of continuous service per year to be used for illnesses or injuries or conditions which are not otherwise compensable or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities. Sick leave may be used in four-hour increments or as mutually agreed upon with the Chief.

Section 2. No EMPLOYEE shall accumulate more than one hundred and eighty (180) days sick leave with pay.

Section 3. In absences of more than three (3) consecutive working days, the Chief, at the Chief's sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick leave pay.

Section 4. After an extended medical leave or accident, the Chief, at the Chief's sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work. Extended leave is an absence of more than ten (10) consecutive working days.

Section 5. Unused sick leave cannot be converted to pay or compensation of any kind.

Section 6. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act shall be required to substitute accrued paid sick leave as part of the twelve (12) weeks leave provided under the Act.

Section 7. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act or the Massachusetts Maternity Leave Act because of the birth or adoption of a child shall be required to substitute accrued paid leave as part of the leave provided under the Acts.

#### **ARTICLE 19 - JURY DUTY**

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S regular rate of pay, excluding overtime pay, between a normal work-week's wages and compensation received for Jury Duty, excluding expenses. The EMPLOYEE must provide proof of Jury Duty attendance prior to payment.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of an EMPLOYEE shall die, the Chief or his/her designee shall grant the EMPLOYEE a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of an EMPLOYEE, or of the EMPLOYEE'S spouse or partner, shall die, the Chief or his/her designee shall grant the EMPLOYEE a leave of absence with pay for a period not to exceed one (1) working day.

For the purposes of this section, the word "partner" shall be as defined in Article III of "Town of Boxborough Personnel Administration Plan."

#### **ARTICLE 21 - MILITARY DUTY**

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms and conditions set forth therein. Such EMPLOYEES shall be paid the

compensation that he/she would otherwise have received during his/her M.G.L. Chapter 149 Section 52A leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

## **ARTICLE 22 - PERSONAL LEAVE**

Section 1. Full-time EMPLOYEES shall be allowed on July 1st of each fiscal year, as hereinafter provided, three (3) personal days with pay, at his/her straight time rate, to attend to personal matters. Such leave shall be taken with the prior approval of the Chief and such approval shall not be unreasonably withheld.

Section 2. New EMPLOYEES are eligible for one (1) day of paid personal leave for each four (4) months worked. EMPLOYEES are eligible for one (1) day of paid personal leave for each four (4) months worked.

Section 3. EMPLOYEES may accrue no more than three (3) personal days. Personal days may be taken at any time during the fiscal year from July 1<sup>st</sup> to June 30<sup>th</sup>. If the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any personal days taken but not yet accrued according to the formula above shall be deducted from that EMPLOYEE'S final paycheck. If the EMPLOYEE dies prior to working the full fiscal year, personal days used but not yet accrued shall not be deducted from the EMPLOYEE'S final paycheck. Personal days may not be converted to pay or compensation of any kind. Personal leave may be used in four-hour increments or as mutually agreed upon with the Chief.

## **ARTICLE 23 - UNPAID LEAVE**

EMPLOYEES may be granted unpaid leaves of absence by the Board of Selectmen. EMPLOYEES must request such leave in advance and approval shall not be unreasonably withheld.

## **ARTICLE 24 - BENEFITS**

### INSURANCE

Section 1. Medical Insurance - the EMPLOYER will continue to provide the following plans or their equivalents: an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER.

Section 2. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars (\$10,000.00) coverage. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

Section 3. Liability Insurance - The EMPLOYER will continue to provide the Liability Insurance or equivalent that is presently in effect.

Section 4. Disability Insurance - The EMPLOYER will continue to provide the Disability Insurance or equivalent that is presently in effect. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

Section 5. Changed Benefits - In the event EMPLOYER changes benefits or terms relating to insurance, in excess of or more advantageous to the EMPLOYEES than those provided in the Agreement, such benefits or terms shall prevail to the extent permitted by law.

Section 6. The EMPLOYER and the UNION acknowledge that the EMPLOYER is a member of the Minuteman Nashoba Health Group (MNHG). The EMPLOYER and the UNION both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

## **ARTICLE 25 - SPECIAL ALLOWANCES**

Section 1. Stand by duty.

An EMPLOYEE will not be required to work stand-by duty.

Section 2. Mileage Expense.

An EMPLOYEE who is requested and authorized by the Chief to use his/her personal vehicle in the performance of his/her duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

Section 3. Uniform Allowance.

The annual clothing allowance shall be \$950 for each EMPLOYEE. The EMPLOYER shall also pay for the cleaning of uniforms for each EMPLOYEE in an amount not to exceed \$500 per officer. Use of cleaning allowance for purchase of clothing and equipment may be allowed at the discretion of the Police Chief. Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chief or his/her designee when the EMPLOYEE leaves the EMPLOYER'S employ.

## **ARTICLE 26 - FITNESS**

Section 1. Each EMPLOYEE shall maintain his/her physical condition such that the EMPLOYEE can perform the duties required of a Boxborough EMPLOYEE. As such, each EMPLOYEE shall be examined annually by a physician selected and compensated by the EMPLOYER. The UNION will first utilize their respective health insurance policies to cover the costs of the physicals. The EMPLOYER will reimburse each EMPLOYEE for any "co-payments" required by the insurance company for the physical. If such physical is not covered through the EMPLOYEE'S insurance policy, the EMPLOYER will pay the full cost. Such examination shall take place as nearly as is practicable to the anniversary date of each EMPLOYEE'S employment. The doctor shall be asked to make his/her written

determination of the fitness of the examined EMPLOYEE to perform the duties required of AN EMPLOYEE. The doctor's report to the EMPLOYER shall indicate not the results but that blood pressure, body fat and both types of cholesterol tests were performed on the EMPLOYEE. This report will be utilized by the doctor for determining if the EMPLOYEE is fit to perform his/her duties. If an examination must be scheduled for a time when the EMPLOYEE is not on duty, the EMPLOYEE will be compensated at his/her overtime rate of time plus one half.

Section 2. Within 120 days of the signing of this agreement, the Chief or his/her designee and the bargaining unit shall set an agenda for the implementation of a physical fitness testing program, including appropriate weight level requirements and a minimum standard of physical performance. All agreements pursuant to this section shall be bilateral between the Chief or his/her designee and the UNION. Implementation of a physical fitness testing program shall not take place prior to the first anniversary of the signing of this agreement. EMPLOYEES as defined in Article 1 of this agreement shall be deemed as having a permanent exemption from this testing program, provided that they were appointed prior to December 19, 1994. Nothing in this agreement shall preclude any incumbent EMPLOYEE as defined above from participating in the physical fitness testing program. Incumbent EMPLOYEES as defined above who do participate in fitness testing shall be entitled to the same incentive as other EMPLOYEES upon passing the test. Any incumbent EMPLOYEE as defined above who does not pass the test shall not be entitled to the incentive, nor shall he/she be discharged, demoted or disciplined in any way. For EMPLOYEES hired subsequent to December 19, 1994, passing the fitness test shall be a condition of employment, pending a satisfactory bilateral agreement with regard to re-testing and appeals and subject to the grievance procedure. When the Chief or his/her designee and the bargaining unit have agreed on physical fitness testing standards, the Chief or his/her designee and the Board of Selectmen will review the equipment and training needs of the department to enable EMPLOYEES to maintain fitness and meet the testing requirements.

Section 3. Any full-time permanent EMPLOYEES who passed the test shall receive an annual bonus of \$189.00 which shall not be deemed to be part of the base wage. The bonus shall be paid with the next pay period immediately following the testing.

Section 4. The EMPLOYER will pay for Hepatitis "B" shots for each EMPLOYEE, including probationary EMPLOYEES. The UNION will first utilize their respective health insurance policies to cover the costs of the shots. The EMPLOYER will reimburse each EMPLOYEE for any "co-payments" required by the insurance company for the Hepatitis "B" shots. If such shots are not covered through the EMPLOYEE'S insurance policy, the EMPLOYER will pay the full cost.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as any dispute between an EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this Agreement.

Section 2. The following is the grievance procedure:

**Informal Step:** The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance with the Chief, informally, within fourteen (14) calendar days of its occurrence. The Chief shall attempt to adjust the grievance after an informal meeting.

**Step 1:** The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Police Chief. "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process

The time clock for moving the grievance forward shall be started only upon personal receipt of documents by the Chief. The Chief shall establish the dates for further escalation and shall attempt to adjust or settle the matter, and respond in writing within fourteen (14) calendar days from the receipt by the Chief.

**Step 2:** If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chief's answer in Step 1. The Board of Selectmen will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within thirty (30) calendar days from the date of the hearing.

**Step 3:** In the event that the grievance remains unresolved after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

**Section 3.** Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. Any grievance that is not responded to in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed denied. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

## ARTICLE 28 - UNION DUES AND AGENCY SERVICE FEE

Section 1. EMPLOYEES shall tender the initiation fee (if any) and membership dues by signing the authorization of dues form in Attachment B. During the life of this agreement and in accordance with the terms of the authorization form, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each EMPLOYEE who executes or has executed such form. Dues are deducted weekly for four (4) weeks per month. The EMPLOYER Treasurer shall remit the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have had said dues deducted. Such remittance shall be made monthly.

Section 2. The EMPLOYER shall require, as a condition of employment, the payment of an agency service fee up to the amount of UNION dues by any EMPLOYEE who is not a member of the UNION. The agency service fee for any EMPLOYEE who is not a member of the UNION shall begin after the thirtieth (30<sup>th</sup>) day following the commencement of his/her employment or the effective date of this agreement, whichever is later. The EMPLOYER agrees that, upon appropriate written authorization executed by such EMPLOYEE, it will deduct the agency fee once each week, for four (4) weeks per month, from the pay of the EMPLOYEE. The EMPLOYER will remit the monthly aggregate amount of such deductions to the same EMPLOYEE of the UNION as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the EMPLOYEE by giving not less than sixty (60) days written notice to the EMPLOYER and by filing a copy thereof with the UNION.

The UNION shall indemnify and save harmless the EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action that shall be taken by the EMPLOYER for the purposes of complying with the provisions of this Article.

**ARTICLE 29 - DURATION OF AGREEMENT**

The provisions of this Agreement will become effective July 1, 2012 and will continue in full force and effect through June 30, 2015, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2014, give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the EMPLOYEES duly authorized to do so by MCOP Local 200.

**SIGNATURES:**

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the EMPLOYEES duly authorized to do so by Local 200, Massachusetts Coalition of Police.

Signed, this \_\_\_ day of June, 2014:

**For the EMPLOYER:**

**For the UNION:**

\_\_\_\_\_  
Vincent M. Amoroso, Chairman

\_\_\_\_\_  
Jeffrey C. Landgren, President

\_\_\_\_\_  
Robert T. Stemple, Clerk

\_\_\_\_\_  
Patrick S. Colburn, Vice President

\_\_\_\_\_  
Susan M. Bak

\_\_\_\_\_  
Robert R. Romilly, Jr., Secretary

\_\_\_\_\_  
Leslie R. Fox

\_\_\_\_\_  
James J. Gorman

**ATTACHMENT A - COMPLAINT/GRIEVANCE FORM**

**Town of Boxborough  
Complaint/Grievance Form**

**Statement of Grievance (including date of occurrence):**

**Article & Section reference from Contract:**

**Statement of Remedial Action Sought**

**Supporting Evidence (list of enclosures):**

**Submitted by:**

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Date

Step	Procedural Recipient	Procedural Date to Move Forward	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Police Chief	(14 cal. days)				
Step 1	Police Chief	(14 cal. days)				
Step 2	BOS	(14 cal. days)				
Step 2b	BoS ruling	(30 cal. days)				

AUTHORIZATION FOR PAYROLL DEDUCTION

**BY**

\_\_\_\_\_  
Last Name                      First Name      Middle Name

**TO**

TOWN OF BOXBOROUGH  
Employer

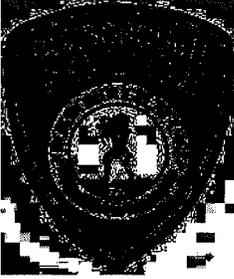
**EFFECTIVE**

**Date**

I hereby request and authorize you to deduct from my earnings the UNION membership initiation fee, assessments, and weekly for four (4) weeks per month, an amount established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION monthly.

This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless written order of revocation is given by me to you and to the UNION ten (10) days prior to the expiration for the anniversary of the signing of this card or the termination of this agreement (whichever occurs first).





**BOXBOROUGH POLICE DEPARTMENT**  
520 Massachusetts Avenue, Boxborough, Massachusetts 01719  
Phone: (978) 264-1750 • Fax: (978) 268-5123

To: Board of Selectmen  
From: Chief Warren B. Ryder  
Date: May 27, 2014  
Re: Special Police Officer Appointment

---

Dear Board,

I respectfully request the appointment of Robert Fagundes to the position of Special Police Officer for the Town of Boxborough. This position was recently vacated when Special Police Officer Sean Dineen resigned to pursue advancement opportunities with the Veterans Affairs Police Department, his full time employer.

Robert Fagundes is currently a full time Templeton Police Officer and part time Boxborough dispatcher. He was also the runner up and semi-finalist for the recently filled full time Boxborough Police Officer position.

Robert's flexible schedule with the Templeton Police Department provides him with opportunities to work with us as well. I believe that Robert addition will compliment my roster of available reserve staff.

WBR/cop

Cc: Town Administrator  
Town Accountant  
Town Clerk



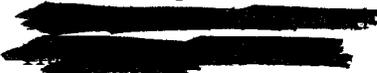
# Town of Boxborough Police Department



Warren B. Ryder  
Chief of Police

May 23, 2014

Robert J. Fagundes



Robert,

I am pleased to present you with a conditional offer of employment as a Part-Time Boxborough Police Officer. The starting salary for this position is \$17.37 per the Town of Boxborough Personnel Plan.

The position is governed by the town's Personnel Bylaw, and as all non-union positions in Boxborough, has a six-month probationary "training" period. If during that time your service were considered unsatisfactory, you would be separated from employment in Boxborough.

We look forward to working with you as a Police Officer and we hope your career here will be an enjoyable and rewarding experience. Please return the accepted copy of this letter to my office.

Sincerely,

Warren B. Ryder  
Chief of Police

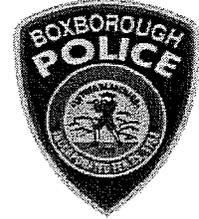
Accepted by,

\_\_\_\_\_  
Robert J. Fagundes

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



# Town of Boxborough Police Department



**Warren B. Ryder**  
*Chief of Police*

To: Boxborough Board of Selectman  
From: Chief Warren B. Ryder  
RE: Nasal Naloxone  
Date: April 24, 2014

Dear Board,

I am pleased to advise you that I have ordered the deployment of nasal naloxone in all marked Boxborough Police Department cruisers. Naloxone, commonly known by the brand-name Narcan®, is an opioid antagonist, which means that it displaces opioids from receptors in the brain and can therefore reverse an opiate overdose. Naloxone has been available as an injectable since the 1960s, but was only recently developed as a nasal spray. It is a scheduled drug, although it has no euphoric properties and minimal side effects. If it is administered to a person who is not suffering an opiate overdose, it will do no harm.

Currently, every sworn member of the BPD is receiving instruction by Sergeant Warren O'Brien who has received the official recognition to be a certified trainer under the coaching of Doctor Daniel Muse of Brockton Hospital. Officers are trained regarding the causes of opiate overdose, symptoms and signs of overdose, and the administration of naloxone using a nasal applicator. We have obtained sufficient dosage units to deploy it in every cruiser. From this day forward, a Boxborough police officer who is dispatched to assist a person in respiratory arrest due to opiate intoxication will have the ability to administer naloxone to reverse the overdose.

Today, opiate overdose is the leading cause of accidental death in Massachusetts. Fatal and nonfatal overdose can result from the abuse of opiates such as morphine, heroin, fentanyl, oxycodone (as found in OxyContin®, Percocet® and Percodan®), and hydrocodone (as found in Vicodin®). It should be noted that I have not undertaken this project due to a spike in overdoses in Boxborough, quite the contrary.

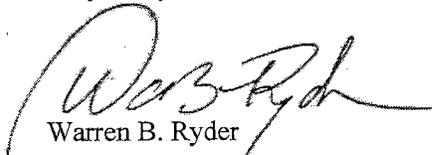
While there were approximately 80 fatal opiate overdoses in Middlesex County in 2013, none occurred in Boxborough. However, our officers responded to five non-fatal cases. Now, especially in cases where the Fire Department or ALS ambulance is unavailable, BPD officers will have the training and equipment to immediately treat the overdose.

I want to take this opportunity to recognize the assistance provided by Dr. Muse. I also want to recognize the work and dedication of Sergeant Warren O'Brien who managed this project for me, and who handled policy development.

The Boxborough Police Department is amongst the first of the law enforcement agencies in Massachusetts, and one of only a handful in the United States, to equip its officers with the means and training to medically reverse opiate overdoses. I am pleased that the officers of my Department have embraced this initiative, as they recognize that it is in keeping with our core mission to protect human life.

Please let me know if you have any questions.

Very Truly Yours,



Warren B. Ryder  
Chief of Police

## ADMINISTRATION OF NASAL NALOXONE

<b>BOXBOROUGH POLICE POLICY &amp; PROCEDURE NO. 1.22</b>	<b>ISSUE DATE:</b>
<b>MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED: N/A</b>	<b>EFFECTIVE DATE:</b>
<b>MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED: N/A</b>	<b>REVISION DATE: NA</b>

**BACKGROUND:**

Opiate overdose is the leading cause of accidental death in Massachusetts. Fatal and nonfatal overdose can result from the abuse of opiates such as morphine, heroin, fentanyl, oxycodone as found in OxyContin®, Percocet® and Percodan®, and hydrocodone as found in Vicodin®.

Naloxone, commonly known by the brand-name Narcan®, is an opioid antagonist which means it displaces the opioid from receptors in the brain and can therefore reverse an opiate overdose. It is a scheduled drug, but it has no euphoric properties and minimal side effects. If it is administered to a person who is not suffering an opiate overdose, it will do no harm. Naloxone has been available as an injectable since the 1960s, but was recently developed as a nasal spray.

To reduce the number of fatalities which can result from opiate overdoses, the Boxborough Police Department will train its officers in the proper pre-hospital administration of nasal naloxone. In order to implement a safe and responsible nasal naloxone plan, the Department will establish and maintain a professional affiliation with a Medical Control Physician (MCP) who will provide medical oversight over its use and administration. The Medical Control Physician shall be licensed to practice medicine within the Commonwealth of Massachusetts. At his or her discretion, he or she may make recommendations regarding the policy, oversight, and administration of the nasal naloxone program developed and implemented by the Department.

In order to implement this policy the Boxborough Police Department relies upon the following statutes:

M.G.L. c. 94C, § 34A which states that “a person acting in good faith may receive a naloxone prescription and administer naloxone to an individual appearing to experience an opiate related overdose.” The statute imposes no limitation on who may possess and administer nasal naloxone, and only requires that it is (1) obtained with a prescription and (2) administered in good faith.

M.G.L. c. 94C, § 19 which states that “Naloxone or other opioid antagonist may lawfully be prescribed and dispensed to a person at risk of experiencing an opiate-related overdose or a family member, friend or other person in a position to assist a person at risk of experiencing an opiate-related overdose. For purposes of this chapter and chapter 112, any such prescription shall be regarded as being issued for a legitimate medical purpose in the usual course of professional practice.”

M.G.L. c. 94C, § 7 which states that “any public official or law enforcement officer acting in the regular performance of his official duties” shall not require registration and may lawfully possess and distribute controlled substances.

M.G.L. 258C, § 13 which states that “No person who, in good faith, provides or obtains, or attempts to provide or obtain, assistance for a victim of a crime as defined in section one, shall be liable in a civil suit for damages as a result of any acts or omissions in providing or obtaining, or attempting to provide or obtain, such assistance unless such acts or omissions constitute willful, wanton or reckless conduct.”

### **DEFINITIONS:**

**Opiate:** An opiate is a medication or drug that is derived from the opium poppy or that mimics the effect of an opiate (a synthetic opiate). Opiate drugs are narcotic sedatives that depress activity of the central nervous system, reduce pain, and induce sleep. Police officers often encounter opiates in the form of morphine, methadone, codeine, heroin, fentanyl, oxycodone (OxyContin®, Percocet® and Percodan®) and hydrocodone (Vicodin®).

**Naloxone:** Naloxone is an opioid antagonist that can be used to counter the effects of opiate overdose. Specifically, it can displace opioids from the receptors in the brain that control the central nervous system and respiratory system. It is marketed under various trademarks including Narcan®.

**Medical Control Physician:** The Medical Control Physician, herein after referred to as MCP, shall be a designated Medical Doctor who is licensed to practice medicine in Massachusetts. The Boxborough Police department shall maintain an affiliation with the MCP.

### **POLICY:**

Naloxone will be deployed in all marked Department vehicles for the treatment of drug overdose victims. A patrol unit shall be dispatched to any call that relates to a drug overdose. The goal of the responding officers shall be to provide immediate assistance via the use of naloxone where appropriate, to provide any treatment commensurate with

their training as first responders, to assist other EMS personal on scene, and to handle any criminal investigations that may arise.

### **PROCEDURE:**

When an officer of the Boxborough Police Department has arrived at the scene of a medical emergency prior to the arrival of EMS, and has made a determination that the patient is suffering from an opiate overdose, the responding officer should administer two milligrams of naloxone to the patient by way of the nasal passages. One milligram should be administered to each nostril.

The following steps should be taken:

1. Officers shall use universal precautions.
2. Officers should conduct a medical assessment of the patient as prescribed by Department Policies and Procedures, to include take into account statements from witnesses and/or family members regarding drug use.
3. If the officer makes a determination that there has been an opiate overdose, the naloxone kit should be utilized.
4. The officer shall use the nasal mist adapter that is pre-attached to the naloxone to administer a one milligram intra-nasal dose of naloxone to each nostril for a complete dosage of two milligrams. Officers should be aware that a rapid reversal of an opiate overdose may cause projectile vomiting by the patient and/or violent behavior.
5. The patient should continue to be observed and treated as the situation dictates.
6. The treating officer shall inform incoming EMS about the treatment and condition of the patient, and shall not relinquish care of the patient until relieved by a person with a higher level of training.

### ***Reporting***

A complete offense report of the event shall be completed by the treating officer, or the primary responding officer, prior to the end of his shift.

### ***Equipment and maintenance***

It shall be the responsibility of officers to inspect naloxone kits stored in the AED case prior to the start of each shift to ensure that the kits are intact. Naloxone kits shall be returned to the AED storage area at the end of each shift.

Damaged equipment shall be reported to a shift supervisor immediately.

The Department's Medical Services Officer will maintain a written inventory documenting the quantities and expirations of naloxone replacement supplies, and a log documenting the issuance of replacement units.

***Replacement***

Shift supervisors shall immediately replace naloxone kits that have been used during the course of a shift.

***Training***

Officers shall receive a standard two hour training course administered by the Department prior to being allowed to carry and use naloxone. The Department shall provide refresher training every two years.

**Selina S. Shaw**

**From:** Chief Warren B. Ryder [Wryder@Boxborough-MA.Gov]  
**Sent:** Tuesday, May 27, 2014 2:12 PM  
**To:** 'James Gorman'  
**Cc:** selectmen@town.boxborough.ma.us; 'Sergeant Warren J. O'Brien'  
**Subject:** RE: Questions for Discussion on Policy 1.22 Administration of Nasal Naloxone

Jim,

Thank you for your input and detailed inquiries. I have done my best to respond to each of your questions (in RED below). Please feel free to contact me with any additional or follow-up questions or comments.

-Warren

- What shelf life does our supplier specify, and at what storage conditions?
  - The Nasal Naloxone has an expiration of two years from its manufacture date.
- Does the supplier provide any information on reduction in shelf life for storage in either warmer or colder conditions than specified?
  - Nothing that I can find... Sergeant O'Brien attended the train-the-trainer session and he states that they discussed that weather extremes can influence the compound on a molecular level and therefore impinge on the drugs intended effectiveness.
- Is the AED case (where the Nasal Naloxone will be stowed) stored in the cruiser's cabin, or in the trunk?
  - The patrol officer will take it out from the station at the beginning of his shift. It will remain with the AED device in the cabin of the vehicle until it is returned at the end of his/her shift.
  - Unfortunately, this does mean that patrol vehicles when left unattended will have to remain running in warmer (and colder) weather. *All police vehicles are equipped with covert kill switches and locked when unattended.* When at the PD the on duty cars will generally use the climate controlled garage spaces during the warmer/colder months.
- If in the trunk, do we have any idea how high or low the temperatures may get? In the summer, I believe that the trunk temperatures can significantly exceed 100 F.
  - It will not be in the trunk (the new cruisers are SUV style as well)
- As an observation, the storage locker for the nasal naloxone in the both the cruisers and the station may want to be an insulated container with a temperature recording device. Such recording devices are commonly used in my business to certify the shipping and storage of valuable perishable materials and are relatively inexpensive. They can be easily equipped with phase-change material packets that will maintain the desired temperature range for a shift, without recourse to electric power. These phase change kits then only need to be re-solidified in a refrigerator like the cooler packets we use in summer.
  - I agree that a phase change material in conjunction with an insulated case would be an optimal deployment for this medication. However, I feel that our suggested policy is the best and most cost effective solution for now. The responding police officer will be the third failsafe stopgap in our community-wide response to opiate overdoses. The Fire Department will be the primary and preferred administrator followed up with the paramedics. In the rare and unlikely event that either of the first two were unavailable or delayed we would step in to take the life saving action.

5/27/2014

- Assuming that we will carry multiple doses of the nasal naloxone in the kit, might it be a good idea arrange the inventory control so as to equip the kit with doses near the end of their shelf life along with doses at the beginning of their shelf life, so that if one dose fails because it may have seen some extremes of temperature, even within its nominal shelf life, the "younger" dose remaining will be less likely to be ineffective? I could see a situation where doses are allocated in a rotation and two or more near the end of their shelf life are in a kit and may not work well due to some extreme of temperature excursion.
  - Excellent suggestion
  
- Consultation with a physician familiar with the administration of naloxone indicates that subjects brought out of an opiate-induced state by naloxone may become excitable and hostile, since they do not wish to leave the drugged state, whatever it is. Am I correct in assuming that the officer training covers this possibility?
  - Part of the Police Officers training is to exercise caution when administering naloxone to narcotic addicts as it may precipitate withdrawal with hypertension, tachycardia, vomiting, diarrhea and violent behavior.
  
- Do we have an idea what would be the yearly cost for the initial outfit of naloxone kits and their regular update?
  - We received our first doses as they were included in the training.
  - The cost is \$30-\$40 a dose. We will have 4 AEDs with two units of the medication. Assuming we replace 50% of the stockpile annually I will plan \$350 towards the FY16 budget.
  - If a unit or units are used in the field they will be replaced by the Ambulance who will restock at the Hospital. These charges are generally applied to the insurance of patient.

Warren B. Ryder  
Chief of Police  
Boxborough Police Department  
520 Massachusetts Avenue  
Boxborough, MA 01719

978-264-1751 Admin Line  
978-268-5123 Admin Fax  
[www.BoxboroughPolice.com](http://www.BoxboroughPolice.com)

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Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

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**From:** James Gorman [mailto:Jgorman@tritonsys.com]  
**Sent:** Tuesday, May 27, 2014 10:08 AM  
**To:** Wryder@Boxborough-MA.gov  
**Cc:** selectmen@town.boxborough.ma.us  
**Subject:** Questions for Discussion on Policy 1.22 Administration of Nasal Naloxone

Hello Warren,

5/27/2014

First, let me say that I think this is an excellent idea, to have all first responders certified to administer the nasal naloxone for reversal of opiate overdoses. I do have a couple of questions regarding the mechanics and costs.

In reading the product literature, it appears that as manufactured, the product has a shelf life of two years under specified storage conditions. Pharmacists are advised that at the point of sale, the doses must have at least 12 months remaining shelf life. The instructions say that the doses should be stored at room temperature (59 F - 80 F) in a dark location. I have not found any information, though I suspect it exists, which indicates the reduction in shelf life that may pertain for storage at either greater or lesser temperatures than the room temperature range suggested. So with this in mind, my questions are as follows:

What shelf life does our supplier specify, and at what storage conditions?

Does the supplier provide any information on reduction in shelf life for storage in either warmer or colder conditions than specified?

Is the AED case (where the Nasal Naloxone will be stowed) stored in the cruiser's cabin, or in the trunk?

If in the trunk, do we have any idea how high or low the temperatures may get? In the summer, I believe that the trunk temperatures can significantly exceed 100 F.

As an observation, the storage locker for the nasal naloxone in the both the cruisers and the station may want to be an insulated container with a temperature recording device. Such recording devices are commonly used in my business to certify the shipping and storage of valuable perishable materials and are relatively inexpensive. They can be easily equipped with phase-change material packets that will maintain the desired temperature range for a shift, without recourse to electric power. These phase change kits then only need to be re-solidified in a refrigerator like the cooler packets we use in summer.

Assuming that we will carry multiple doses of the nasal naloxone in the kit, might it be a good idea arrange the inventory control so as to equip the kit with doses near the end of their shelf life along with doses at the beginning of their shelf life, so that if one dose fails because it may have seen some extremes of temperature, even within its nominal shelf life, the "younger" dose remaining will be less likely to be ineffective? I could see a situation where doses are allocated in a rotation and two or more near the end of their shelf life are in a kit and may not work well due to some extreme of temperature excursion.

Consultation with a physician familiar with the administration of naloxone indicates that subjects brought out of an opiate-induced state by naloxone may become excitable and hostile, since they do not wish to leave the drugged state, whatever it is. Am I correct in assuming that the officer training covers this possibility?

Do we have an idea what would be the yearly cost for the initial outfit of naloxone kits and their regular update?

That's about it for now. Be assured that I think this is an excellent idea and I merely wish here to organize the system as efficiently as possible.

Jim





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**March 31, 2014**

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

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; Les Fox, Member; Raid Suleiman, Member and Jim Gorman, Member

**ALSO PRESENT:** Selina Shaw, Town Administrator

**EXECUTIVE SESSION**

- At 7:00 PM Chair Amoroso moved to adjourn to executive session to consider the purchase of real estate and to conduct a strategy session in preparation for negotiations with non-union personnel (Fire Chief and DPW Director), and to reconvene in open session to continue the regular business on the agenda at 7:30 PM in the Grange meeting room. He further noted that with respect to the purchase of real estate an open meeting would have a detrimental effect on the negotiating position of the Selectmen. Seconded by Member Fox. **Approved 5-0 by a roll call vote: Gorman, aye; Stemple, aye; Fox, aye; Suleiman, aye; and Amoroso, aye.**

Chair Amoroso reconvened the meeting in Open Session at 7:39 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.

**ALSO PRESENT:** Cheryl Mahoney, Department Assistant

**ANNOUNCEMENTS**

Chair Amoroso read the announcements.

**APPOINTMENTS**

*The Board took Agenda Items #4 c, d & e, out of order.*

- Recreation Comm. Co-Chair, Abby Reip was present to introduce Megan Connor as candidate for appointment to the Recreation Commission. The Selectmen thanked her for volunteering. Connor discussed her time in town and her wish to get more involved. Further to the recommendation of the Recreation Commission, Member Suleiman moved to approve the appointment of Megan Connor to the Recreation Commission to complete the unexpired term of Carol Zeroual, effective immediately through June 30, 2015. Seconded by Member Stemple. **Approved 5-0.**
- Housing Board Chair, Al Murphy was present to introduce Michael Fetterman, candidate for appointment to the Boxborough Housing Board. Murphy explained that Fetterman has been serving on the Stow Rd. Concept Development Comm. for several years, so he has become familiar with the Town's housing concerns. The Selectmen thanked Fetterman for taking on this additional responsibility. Further to the recommendation of the Boxborough Housing Board, Member Fox moved to approve the appointment of Michael Fetterman to the Boxborough Housing Board to complete the unexpired term of Jeffrey Handler effective immediately through June 30, 2016. Seconded by Member Stemple. **Approved 5-0.**
- Citizens concerns – Kathy Luce, Karen Argento & Brenda Smith were present on behalf of the Blanchard PTF to discuss the Town's Public Safety vehicle "ride-a-longs" policy and to request a possible exception. In years past the PTF has auctioned off "rides" in public safety vehicles to school and as part of the Fifer's Day parade. These rides, generously donated by the Police and Fire departments would no longer be allowed under the current policy. Not only are these rides popular with the kids; they are also one of the PTF's biggest fund raisers. They are here tonight to see if an exception could be made for these events. The Selectmen provided background and rationale regarding why this policy was approved last year. The Selectmen noted that this type of circumstance was not considered when the policy was enacted. Police Chief Ryder was present and provided his input.

The Selectmen invited the parents to submit a written statement to them supporting this proposal so this item could be placed on an upcoming BoS agenda.

- Police Chief Warren Ryder was present to continue discussion as to Public Safety/DPW communications infrastructure needs and related Town Meeting articles. Based on the Selectmen's feedback Chief Ryder presented a revised break-out as to the proposed numbers, specifically regarding the DPW component. There was a discussion on the benefits of integrating DPW into this project. DPW currently relies on cellphone/walkies. However, it has been observed that first responders (& auxiliary services such as DPW) can not rely upon these devices during emergency events (i.e. Marathon Bombing and significant weather events). Historically there has never been a major emergency when DPW has not been involved. There was discussion as to some of the components of the proposal. Some of the equipment would be repurposed for the DPW to use. There was discussion as to the proposed timeline for this project. It was determined that funding the balance of the DPW component could be deferred to next year. Chair Amoroso moved to recommend that the Town adopt the overall budget \$415,194 for this article and to prepare the DPW for a future upgrade. Seconded Member Stemple. **Approved 5-0.**
- Patrick McIntyre was present as a candidate for appointment as Town Treasurer. TA Shaw reviewed the selection process and McIntyre's background. She further explained that McIntyre has agreed to serve as Assistant Treasurer from May 1<sup>st</sup> through May 31<sup>st</sup> so he can work with Treasurer Dennehy in order to be trained as to operations. TA Shaw further noted that pursuant to Mass. General Law Treasurer Dennehy would be the one appointing McIntyre as Assistant Treasurer with the Selectmen's approval. McIntyre answered the Selectmen's questions and provided additional information. Further to the recommendation of the Town Administrator and the Treasurer Search team, Member Stemple moved to appoint Patrick McIntyre as Town Treasurer for a term starting May 31, 2014 through June 30, 2015 and further to approve his appointment as Assistant Treasurer by Town Treasurer Margaret Dennehy for a term commencing May 1 through May 30, 2014. Seconded by Member Fox. **Approved 5-0.**

*The Board took Agenda Items #6 and #8 a & b, out of order.*

#### **SELECTMEN REPORTS**

- Member Fox reported that pursuant to Chair Amoroso announcement the new website is up and under a new domain. He also reported that recently there were issues with the Town's email server. When things are more settled Guardian would like to come in and report on the IT projects underway in Town.
- He also reported that he and TA Shaw have met with Littleton Cable representatives about retaining them to broadcast this year's Town Meeting and toured their facility in Littleton. It was a very productive meeting. Along with discussing the proposal to broadcast Town Meeting they also held an initial discussion on Littleton Cable providing recommendation as to possible upgrades to Boxborough's current broadcast systems and hardware. He confirmed that there will be a cost to hire them to broadcast Town Meeting, however, these costs are manageable and would be paid out the cable funds.
- Members Stemple and Suleiman noted that they had no updates to provide.
- Chair Amoroso reported that there has been additional communication with owner of parcel adjoining the Police Station parcel and he believes they have reached a conclusion. He will expand on this during the review of the warrant articles.
- He also reported that he attended the Saturday morning FinCom meeting during which the FY 15 budget & the FinCom recommendations were reviewed.
- Chair Amoroso also reported that TA Shaw has received communications from Lincoln regarding the Lincoln Town Meeting action to defer a vote on the Minuteman District amendment article.
- Member Gorman reported that he has met with Chief White to discussed personnel items and the various public safety articles.

#### **NEW BUSINESS**

- TA Shaw advised that Elizabeth Hughes has tendered her resignation as Town Planner. Hughes has taken a position with the Town of Concord but had agreed to remain in Boxborough on a part-time basis through Town Meeting. The Selectmen expressed their gratitude for Hughes' hard work, dedication and service on behalf of Boxborough over the years. Member Fox moved to accept with deep regrets the resignation of Town Planner Elizabeth Hughes, effective May 16, 2014. Seconded by Member Suleiman. **Approved 5-0.**

- Based on this development TA Shaw advised the Selectmen that she would like to establish a search team so the Town Planner position can be filled. She advised as to the steps taken, to date, to fill the position and the intended process and procedure going forward. Member Fox moved to support the Town Administrator's proposed plan for moving forward with search process to fill the upcoming vacancy in the office of the Town Planner. Seconded by Member Stemple. **Approved 5-0.**

**MINUTES**

- Member Gorman moved to accept the minutes for the regular session of March 17, 2014, as revised and the executive session of March 17, 2014, as written. Seconded by Member Stemple. **Approved 5-0.**

**NEW BUSINESS**

- The Selectmen took up the request of the Acton Boxborough Cultural Council (ABCC) to serve wine at the ABCC's annual grant reception (4/4/14). Member Stemple moved to authorize the Acton Boxborough Cultural Council to serve wine at its 2014 annual grant reception, being held at the Sargent Memorial Library on April 4, 2014, subject to the conditions specified on the application, and further, to waive the fee. Seconded by Member Fox. **Approved 5-0.**
- The Selectmen took up several Reserve Fund Transfer requests:
  - ◇ Assessor Conferences – The new Assessor had to attend several conferences/meetings that were not anticipated when the Assessor's FY 14 budget was approved. Member Gorman moved to forward to the Finance Committee for approval the request to transfer \$700 from the Reserve Fund to 001-141-5700-5715 Assessor Conferences. Seconded by Member Stemple. **Approved 5-0.**
  - ◇ Computer Hardware and Software – This was necessitated by Microsoft's announcement that they would no longer be providing "XP" support as of April. A significant number of the Town's computers are running on XP. The IT vendor has suggested that the initial install could be done along with the server upgrade project. The replacement schedule was reviewed. There was discussion as to using an RFT for this initial upgrade/installation as opposed to a Town Meeting article. The balance of this upgrade/installation project is being handled within a Town Meeting article. Member Fox moved to forward to the Finance Committee for approval the request to transfer \$23,000 from the Reserve Fund to 001-192-5800-5856 Town Hall Technology Related. Seconded by Member Suleiman. **Approved 4-1.**
  - ◇ Board of Selectmen Consulting – This was for the unanticipated costs to retain consulting engineering services associated with subdivision of the Boxborough municipal and school land as part of the A-B Regionalization process. Member Suleiman moved to forward to the Finance Committee for approval the request to transfer \$2,327 from the Reserve Fund to 001-122-5200-5306 Board of Selectmen – Consulting. Seconded by Member Stemple. **Approved 5-0.**

**OLD BUSINESS**

- The Selectmen took up the Special/Annual Town Meeting warrant articles – final votes and the signing of the warrant. Discussion opened with a review of articles & recommendations.

**SPECIAL TOWN MEETING**

1.	<b>LEASE OF U.C.C. FELLOWSHIP HALL FOR COMMUNITY CENTER</b>	
2.	<b>MASSACHUSETTS COALITION OF POLICE, LOCAL 200, POLICE</b>	It was moved and seconded to recommend the sum of \$38,900, more or less, to fund the 1 <sup>st</sup> years of this CBA. <b>Approved 5-0-1</b> (Suleiman abstained)
3.	<b>TRANSFER FROM INSURANCE PROCEEDS</b>	This is pro-forma. Selectmen support.
4.	<b>FUND PROPOSED FY 2014 PERSONNEL CLASSIFICATION PLAN</b>	There have been revisions. Chair Amoroso moved to moved to approved revisions to recommendation, as presented tonight. Seconded by Member Stemple. <b>Approved 5-0.</b>

**ANNUAL TOWN MEETING**

1.	<b>CHOOSE TOWN OFFICERS</b>	No recommendation required
2.	<b>RECEIVE REPORTS</b>	No changes.
3.	<b>SET SALARIES AND COMPENSATION OF ELECTED OFFICIALS</b>	No changes.
4.	<b>PERSONNEL ADMINISTRATION PLAN CHANGES</b>	Language to be revised. Chair Amoroso moved to approve revisions to recommendation, as further revised tonight. Seconded by Member Stemple. <b>Approved 5-0.</b>
5.	<b>TOWN OPERATING BUDGET</b>	Awaiting FinCom's final budget. Vote deferred until later in agenda.

6.	<b>AMENDMENTS TO THE REGIONAL SCHOOL DISTRICT AGREEMENT OF THE MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT</b>	Chair Amoroso moved to revise recommendation, as presented tonight [new graphic]. Seconded by Member Stemple. <b>Approved 5-0.</b>
7.	<b>WITHDRAWAL FROM MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT</b>	Chair Amoroso moved to recommend, as written. Seconded by Member Suleiman. <b>Approved 5-0.</b>
8.	<b>ACCEPTANCE OF THE COMMUNITY PRESERVATION ACT - CH. 44B §§3 – 7</b>	Member Fox moved to recommend, as revised. Seconded by Member Suleiman. <b>Approved 5-0.</b>
9.	<b>BYLAW TO ESTABLISH COMMUNITY PRESERVATION COMMITTEE</b>	Town Counsel has proposed revisions to article. Other revisions were also discussed. Member Stemple moved to accept and place on the warrant the article, as revised by Town Counsel and further by Chair Amoroso. Seconded by Member Suleiman. <b>Approved 5-0.</b> Member Stemple moved to recommend, as revised. Seconded by Member Suleiman. <b>Approved 5-0.</b>
10.	<b>DISPOSITION OF 72 STOW ROAD PROPERTY</b>	Member Fox moved to accept and place on the warrant the article, as revised by Town Counsel. Seconded by Member Gorman. <b>Approved 5-0.</b> Member Fox moved to recommend, as written. Seconded by Member Suleiman. <b>Approved 5-0.</b> Member Fox has discussed the mechanics of this with FinCom.
11.	<b>TRANSFER TO STABILIZATION FUND**</b>	Chair Amoroso moved to recommend, as written. Seconded by Member Fox. <b>Approved 5-0.</b>
12.	<b>TRANSFER TO OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND**</b>	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Fox. <b>Approved 5-0.</b>
13.	<b>GASB 45 ACTUARIAL CONSULTANT**</b>	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Stemple. <b>Approved 5-0.</b>
14.	<b>TRANSFER &amp; APPROPRIATION OF BLANCHARD MEMORIAL SCHOOL RESOLVING FUND BALANCES **</b>	Chair Amoroso moved to accept and place on the warrant the article, as revised by Town Counsel and further tonight. Seconded by Member Gorman. <b>Approved 5-0.</b> Member Stemple moved to recommend, as revised. Seconded by Member Suleiman. <b>Approved 5-0.</b>
15.	<b>TRANSFER OF BLANCHARD MEMORIAL SCHOOL GIFTS &amp; GRANTS TO ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT. **</b>	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Stemple. <b>Approved 5-0.</b>
New 16.	<b>TRANSFER UNEXPENDED BALANCES IN PRIOR YEAR ARTICLES**</b> <i>[This is "book-keeping" function as regionalization moves forward. There is still money in these articles. This Article is to insure that any unexpended funds would come back to town once work is completed. If not in place, any unexpended funds would belong to the A-B Region. ]</i>	Chair Amoroso moved place on the warrant and to recommend, as written, pending review by Town Counsel. Seconded by Member Stemple. <b>Approved 5-0.</b>
16.	<b>RESCIND UNUSED BORROWING AUTHORITY**</b>	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Gorman. <b>Approved 5-0.</b>
18.	<b>DEPARTMENTAL REVOLVING FUNDS RE-AUTHORIZATION**</b>	Table of several revolving accounts was reviewed. Same structure as prior years. Chair Amoroso moved to recommend, as written. Seconded by Member Gorman. <b>Approved 5-0.</b>
19.	<b>ESTABLISH REVOLVING FUND FOR GENERAL RECREATION PROGRAMS**</b>	Chair Amoroso moved place on the warrant as written. Seconded by Member Suleiman. <b>Approved 5-0.</b> Chair Amoroso moved to recommend, with presented revisions. Seconded by Member Stemple. <b>Approved 5-0.</b>

Moved To Consent Now 30.	ESTABLISH REVOLVING FUND - ANIMAL CONTROL OFFICER-DOG/CATS**	Revisions to article were presented and discussed. Member Fox moved to place on warrant, as amended and pending the naming of the IMA communities and further to place this article on under the consent agenda. Seconded by Member Suleiman. <b>Approved 5-0.</b> Chair Amoroso moved to recommend, as presented. Seconded by Member Stemple. <b>Approved 5-0.</b>
Moved To Consent Now 31.	CONSERVATION TRUST FUND**	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Gorman. <b>Approved 5-0.</b>
<del>21.</del>	<b>CAPITAL EQUIPMENT, VEHICLES AND INFRASTRUCTURE</b>	Chair Amoroso moved to recommend, as presented. Seconded by Member Stemple. <b>Approved 5-0.</b>
	A. Town Hall Attic Insulation	
	B. Town Hall Carpet Replacement	
	C. Town Hall Grange Meeting Room Improvements	
	D. Town-wide Computer Replacement & Software Upgrade	
	E. Library – HVAC Control System Upgrade	
	F. Steele Farm – Repairs to Barn	
<del>22.</del>	<b>STUDIES AND INITIATIVES</b>	Chair Amoroso moved to recommend, as revised. Seconded by Member Stemple. <b>Approved 5-0.</b>
	A. Town Clerk - Record Books Conservation	
	B. Planning Board – Update Master Plan	
	C. Public Safety – Space Needs Analysis	
	D. Recreation Commission - Survey and Design of Basketball and Tennis Courts at Liberty Fields	
	E. Steele Farm Management Plan	
<del>23.</del>	<b>CAPITAL IMPROVEMENT – ASPHALT PAVING – TOWN HALL, DPW AND HISTORICAL MUSEUM</b>	Chair Amoroso moved to recommend, as presented. Seconded by Member Stemple. <b>Approved 5-0.</b>
<del>24.</del>	<b>CAPITAL EQUIPMENT ACQUISITION – REPLACEMENT OF AIR-PAKS – FIRE DEPARTMENT</b>	Chair Amoroso moved to recommend, as revised. Seconded by Member Stemple. <b>Approved 5-0.</b>
<del>25.</del>	<b>PUBLIC SAFETY/DPW RADIO SYSTEM UPGRADE</b>	Chair Amoroso moved place on the warrant as revised tonight and to revise recommendation accordingly. Seconded by Member Stemple. <b>Approved 5-0.</b>
<del>26.</del>	<b>CAPITAL EQUIPMENT ACQUISITION – REPLACEMENT OF FIRE DEPARTMENT BRUSH TRUCK</b>	Chair Amoroso moved to recommend, as presented. Seconded by Member Stemple. <b>Approved 5-0.</b>
<del>27.</del>	<b>CAPITAL EQUIPMENT ACQUISITION – REPLACEMENT OF DPW (2001) DUMP TRUCK – Multi body truck</b>	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Suleiman. <b>Approved 5-0.</b>
<del>28.</del>	<b>ACQUISITION OF PROPERTY – 530 MASSACHUSETTS AVENUE</b>	Awaiting Town Counsel’s final language and legal description. Chair Amoroso moved to place this article on warrant, as revised tonight and pending Town Counsel’s final language. Seconded by Member Gorman. <b>Approved 5-0.</b> Chair Amoroso moved to recommend, as presented. Seconded by Member Fox. <b>Approved 5-0.</b>
<del>29.</del>	<b>ACQUISITION OF PROPERTY – 593 MASSACHUSETTS AVENUE</b>	Chair Amoroso moved to strike this article and remove from warrant. Seconded by Member Suleiman. <b>Approved 5-0.</b>
Now 20.	<b>COST OF BOND ISSUANCE</b>	Chair Amoroso moved to support, article as written in warrant. Seconded by Member Stemple. <b>Approved 5-0.</b> Recommendation was not assigned. Chair Amoroso moved to recommend. Seconded by Member Stemple. <b>Approved 5-0.</b>
Now 32.	<b>PILOT PROGRAM – COMMUNITY SERVICES COORDINATOR</b>	Article has been voted. Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Gorman. <b>Approved 5-0.</b>

Now 21.	<b>EXPANDED VETERANS SERVICES</b>	Member Gorman moved place article on the warrant, as revised. Seconded by Member Stemple. <b>Approved 5-0.</b> Member Fox moved to recommend as written in warrant. Seconded by Chair Amoroso. <b>Approved 5-0.</b>
33.	<b>ZONING BYLAW AMENDMENT -- AMEND SECTION 2100 DEFINITIONS, SECTION 4003(4) TABLE OF USES BUSINESS/INDUSTRIAL USES, AND TO DELETE SECTION 7900</b>	N/A
34.	<b>ZONING BYLAW AMENDMENT -- AMEND SECTIONS 6104 AND 6105 PRIVATE/Common DRIVEWAYS</b>	N/A
35.	<b>ZONING BYLAW AMENDMENT -- AMEND SECTION 7300 FLOOD PLAIN DISTRICT</b>	N/A
36.	<b>SUBMITTED BY PETITION - TAX RELIEF FOR BOXBORO SENIORS AGE 65 AND OLDER##</b>	Chair Amoroso moved to revise the Selectmen's recommendation regarding this article. Seconded by Member Stemple. <b>Approved 5-0.</b>
37.	<b>SUBMITTED BY PETITION - TOWN RESIDENTS VOTING FOR TAX COLLECTOR VS SELECTMEN APPOINTING SOMEONE OF THEIR CHOICE.##</b>	Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Suleiman. <b>Approved 5-0.</b>

At 10:39 PM Members of FinCom came in and reported on status of the FinCom's warrant article voting.

38.	<b>ACCEPTANCE OF LIBERTY SQUARE ROAD FIRE CISTERN EASEMENT**</b>	Chair Amoroso moved to recommend, as amended. Seconded by Member Gorman. <b>Approved 5-0.</b>
39.	<b>PERSONAL REAL ESTATE EXEMPTIONS**</b>	This is a pro forma annual renewal. Member Gorman moved to recommend, as presented. Seconded by Member Suleiman. <b>Approved 5-0.</b>
40.	<b>CHAPTER 90 HIGHWAY REIMBURSEMENT PROGRAM**</b>	This is a pro forma annual renewal. Chair Amoroso moved to recommend, as written in warrant. Seconded by Member Gorman. <b>Approved 5-0.</b>

Selectmen signed warrant.

- Though not on agenda, the Selectmen took up the re-appointment of Veterans Agent, Don Morse. Member Gorman moved re-appoint Donald Morse as Veterans Agent for a term commencing April 1, 2014 and ending on March 31, 2015, or until a successor is appointed by this Board. Seconded by Member Stemple. **Approved 5-0.**

The Selectmen took a 5 minutes break.

- The Selectmen reconvened and took up their final votes on the FY 2015 budget. They reviewed the budget summary and no line items were identified as needing further discussion. Total FY 15 budget is \$17,931, 242, down by 8.73%. It was noted that the major cause of this decrease was the school regionalization which in turn impacts other budget lines (i.e. employee benefits & debt services). There was also discussion on tax rate calculation; anticipating a reduction to the tax levy in FY 15 of 2.47% which should result in a \$17.25 rate. Chair Amoroso moved to approve a Total FY 15 budget of \$17,931, 242, detailed in the financial model and presented as Rev.10 03312014, FY 2015 Budget. Seconded Member Fox. **Approved 5-0.** It was noted that this is budget that the Selectmen are supporting, and these numbers may be different from those determined by the Finance Committee.

5.	<b>TOWN OPERATING BUDGET</b>	Chair Amoroso moved to recommend the foregoing budget, but Selectmen reserve the right to amend. Seconded by Member Gorman. <b>Approved 5-0.</b>
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## ADJOURN

At 11:15 PM, Member Gorman moved to adjourn. Seconded by Member Stemple. **Approved 5-0.**



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**April 14, 2014**

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

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; Les Fox, Member; Raid Suleiman, Member and Jim Gorman, Member

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

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.

Chair Amoroso called the meeting to order at 7:32 P.M. in the Grange Meeting Room of Town Hall.

**ANNOUNCEMENTS**

Chair Amoroso read the announcements.

**APPOINTMENTS**

• Jennifer Benson, State Representative, 37th Middlesex District and James Eldridge, State Senator, Middlesex & Worcester District were present to provide updates on legislative activities and to respond to any concerns. Some members of the public were present. Senator Eldridge spoke to the informational materials on legislative activities that he handed out. 1% of State's budget is to be dedicated to environmental concerns. He has been working House Bill dealing with – Regionalization/local option and a Senate Bill concerning water/waste water development the intention is to increase availability of state loan & grants and incorporate green incentives. They have also been working on a Transportation Bond– \$13,000,000 as the number proposed, with the intent of moving forward with numerous construction projects that have been delayed because of inaction. Rep. Benson reviewed her current legislative assignments. She advised that House budget has come out and there are 900 amendments by the current count. She addressed the concern as to the decrease of Chapter 70 funding in the proposed budget. Rep. Benson advised that this re-allocation is due to a significant acceleration of funding health & human services and in addressing the State's increasing OPEB obligation. Sen. Eldridge interjected that the Chapter 70 funding metric has been in place since the 1970s and needs updating. There was discussion on Senate Bill 2021 - water/waste water infrastructure development and related programs such as MassWorks. There was discussion on the Community Preservation Act related Articles; the State's obligation & funding of CPA and the recent amendments to the CPA. Sen. Eldridge confirmed that the Senate is committed to retaining the current 52% match for FY 15. Recent amendments now make CPA more attractive to cities with a component focused on revitalizing/improving urban parklands/open spaces. There was discussion on the efforts by the State to support the regionalization of services. Several road block/hindrances that have now been removed by the legislator making it easier for communities to develop regionalized services. There was discussion on the status of Chapter 90 – Transportation funding. Communities were disappointed by the State's Chapter 90 funding in FY 14, however recently there was an increase to Ch. 90 allocations. The Transportation Bill currently under review focuses primarily on roadways project. There was also discussion on the other State programs to assist with local initiatives such as CrossTownConnect which received Community Innovation Program funding.

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

**NEW BUSINESS**

• The Selectmen took up a Reserve Fund Transfer to the Historical Commission budget for the repair to the Museum chimney. At FinCom suggestion this item is being removed as a warrant article as it can be funded with a RFT. Chair Amoroso moved to forward to the Finance Committee for approval the request to transfer \$6,000 from the Reserve Fund to account #001-691-5200-5242, Historical Comm. Building Repairs and Maintenance. Seconded by Member Suleiman. **Approved 5-0.**

**APPOINTMENTS (Continued)**

• DPW Director, Tom Garmon was present to discuss DPW's proposed road improvement projects. Dir. Garmon spoke to the materials provided in the agenda packet. Tonight's discussion is the first step in this process. He is looking to bundle all of the proposed roadway projects into one bid package. Based on pre-bid estimates received he puts this season's work projects at around \$1,000,000. However, he qualified that these estimates do not factor in potential engineering costs. There are three

roadways of particular concern are: Reed Farm, Pine Hill and Flagg Hill Roads. The 1<sup>st</sup> priority is rebuilding the pavement on Reed Farm Road. He anticipates breaking ground in June/July. They would be bringing it all the way down to the raw surface (appx. 10 inches) and rebuilding it up. Just Reed Farm Road would be done this spring not the feed roads (Blanchard & Inches Brook). He anticipates implementing the same process for the Flagg Hill Road repairs. Dir. Garmon further advised that the Town received notice from MassDOT, last week, that there is \$32,000 available for repairs due for winter wear & tear. There was discussion about creating a roadway restoration/maintenance plan.

- Members of Blanchard PTF, Karen Argento and Kathy Luce were present to discuss allowing Public Safety vehicle ride-alongs for PTF fundraisers. This discussion is a follow up to a request introduced by Argento and Luce at the March 31<sup>st</sup> Selectmen's meeting. There was a review of that discussion and the formal proposal that the PTF provided. Luce advised that it was her understanding that PTFs operate independently at the individual schools and any funds would work for the benefit of the students attending just the Blanchard. This would not change due to the regionalization. Member Stemple moved to approve the use of public safety vehicles for ride-alongs for the Blanchard PTF Fundraiser as follows:
  - Police cruiser, to provide one ride to school
  - Fire engine, to provide one ride to school
  - Fire engine, to provide one ride in Fifer's Day paradeprovided that the parents/guardians of the participants complete release of claims, indemnity and hold harmless agreement and agree to comply with safety guidelines to be provided by the Chiefs. Seconded by Member Suleiman. **Approved 5-0.**
- Recreation Commission Co-Chair, Kevin Lehner, and AtBats' Ken Morse were present to discuss AtBats' request for reduced field permit fee for their summer program and the field permitting program. When field permit fees were implemented two years ago, Morse had approached the Town about allowing him to provide a percentage of the fees generated rather than paying the fixed fees in the schedule. This seems to have worked out well, providing recreational opportunities for the kids in town, generating income for him; while still being able to compensate the Town for the use of the fields. The Recreation Commission recommended approval of this percentage fee structure in 2012 & 2013 and has reiterated this recommendation for 2014. Morse provided information on the programs he offers and how he manages the use of the fields. There was also discussion on the general conditions of the fields, how and what organizations are using the fields since the field permit program was implemented. There was discussion about researching the fee schedules in other communities besides Acton to see if the schedule or policies should be revised. Further to the recommendation of the Recreation Commission, Member Suleiman moved to approve Ken Morse's request to use Liberty Field to operate the AtBats Half Day Baseball & Softball Camp for a reduced fee of 12% of gross revenue. Seconded by Member Gorman. **Approved 5-0.**
- Town Accountant, Jennifer Barrett we present to discuss FY 2013 audit report. It was noted that the auditors had completed their review of FY 13 four month prior to Barrett coming to work for the Town. Barrett explained that the Treasurer role is fund management & human resource/personnel concerns; the Town Accountant's role is to track spending. The Town is carrying just over a \$1,000,000 surplus as the end of FY 14 approaches and we maintain our triple A bond rating. Barrett spoke to several items that were identified in the report that may need to be reviewed. Barrett agreed with the suggestion of implementing quarterly tracking. There was discussion on the funding of the STM/ATM articles, such as OPEB. At this time Barrett feels that the Town is managing these responsibilities covered by the audit adequately and nothing significantly different needs to be done going forward.
- No one asked to speak under the Citizens concerns.

## MINUTES

- The Selectmen passed over approval of the March 24, 2014 regular session minutes.
- Chair Amoroso moved to accept the minutes for the executive session, March 17, 2014, and March 31, 2014, as written. Seconded by Member Fox. **Approved 5-0.**

## SELECTMEN REPORTS

- Member Gorman reported that he will be meeting with the Fire Chief on his contract on Wednesday.

He also reported that he will be attending the next meeting of the Historical Commission regarding siting the war memorial.

- Chair Amoroso reported that he and Member Fox had attended a meeting of Minuteman School District stakeholders to discuss pending revisions to Regional Agreement. Most of those present were from the smaller sending towns. He provided background on some of the town meeting actions, within the district, concerning this article. Lincoln passed over action and the Wayland Town Meeting moved to reject the revisions and to withdraw from district; effectively vetoing the revised agreement. There is currently effort being made to ask Wayland to reconsider. It has been put forth that if the revisions are not adopted the building

can not be renovated. The question for Boxborough is how do we move forward? If Boxborough wants to withdraw we want to give voters a greater range of options. We have been urged to approve the amendments. We may want to pass over rejecting the revisions. We still have the 2<sup>nd</sup> article - Withdrawal. Boxborough and Weston are the last towns to take this up. Needham Selectman Dan Matthews has proposed a non-binding resolution that member towns would not oppose others seeking withdrawal. Amoroso discussed the pros/cons ratifying this non-binding resolution. Specifically, approving this resolution would give voters greater latitude when Town Meeting comes around in May, putting Boxborough in a better position to negotiate withdrawal. The "n" factor in this whole process is the DESE's position on withdrawal. There was discussion on the withdrawal process under the existing agreement and the proposed revisions. Ratifying this resolution allows us options. Chair Amoroso moved to adopt the resolution drafted by Needham Selectman Dan Matthews. Seconded by Member Fox. **Approved 5-0.**

- Member Suleiman reported that the EnCom discussed the Town Hall insulation warrant article and the "Solarization" movement initiated last year in Harvard & Wayland. They are preparing a survey for residents to see if educational forums should be held.
- Member Fox reported that the Housing Board is making good use of the IMA housing consultant. They will be coming back before BHB in May.

#### **OLD BUSINESS**

- There was discussion on Special/Annual Town Meeting. Though there would be an additional cost, it was determined that the ATM broadcast would be live again this year. Also the Moderator has proposed that the CPA and Minuteman Articles be moved to the 2<sup>nd</sup> night. There was discussion as to the pros/cons and the consensus was to approve the Moderator's proposal.

#### **NEW BUSINESS (Continued)**

- Member Fox moved to approve the parade permits for the Memorial Day and Fifer's Day parades, to be held on Monday, May 26, 2014 and Saturday, June 21 2014, respectively, and to waive any applicable fees. Seconded by Member Stemple. **Approved 5-0.**
- The Selectmen took up the acceptance of a deed for Conservation Land (Gunderson property, Lot 6, off Depot Road) Member Gorman moved to approve the acceptance of the parcel shown as Lot 6 on L.C. Plan No 42703C from Cynthia Wells, personal representative of the Estate of Leslie E. Gunderson to the Town of Boxborough, acting by and through its Conservation Commission, contingent upon the Commission's acceptance of the parcel at its April 16<sup>th</sup> meeting. Seconded by Member Fox. **Approved 5-0.**
- The Selectmen reviewed their proposed meeting schedule for period June 2014 – January 2015. Chair Amoroso moved to adopt the proposed schedule as written. Seconded by Member Stemple. **Approved 5-0.**
- The Selectmen reviewed their FY 2014 Goals and discuss the status of several items and the placement of some items on upcoming agendas.

#### **CORRESPONDENCE**

- The Selectmen discussed LELWD Director Davos' retirement after 32 years of service.
- The Selectmen also discussed that MassDOT notification regarding the \$32,000 additional assistance for winter roadway restoration, mentioned earlier.

#### **CONCERNS OF THE BOARD**

- The status of the proposed A-B Regional School District IMA and MoU was reviewed. The negotiating team is meeting the morning of April 28<sup>th</sup> to prepare presentation for the Selectmen that evening. Materials were distributed as a read ahead for discussion at the April 28<sup>th</sup> Selectmen's meeting.
- TA Shaw reported that 19 resumes were received for the Town Planner position. The review team has identified 5 potential candidates. Interviews will be conducted this week.
- As Tuesday is the one year anniversary of the Marathon Bombing, Chair Amoroso asked for a moment of silence to recognize the efforts of all, including public safety, health services and the general public during the tragedy and the ensuing days.

#### **ADJOURN**

- At 9:52 PM, Chair Amoroso moved to adjourn. Seconded by Member Stemple. **Approved 5-0.**





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**May 12, 2014**

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

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; Les Fox, Member; Jim Gorman, Member and Raid Suleiman, Member

**ALSO PRESENT:** Jonathan Eichman, Town Counsel (Kopelman & Paige); Selina Shaw, Town Administrator

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.

**CALL TO ORDER**

At 5:37 P.M., Chair Amoroso called the meeting to order in the Blanchard Memorial School Library.

**SELECTMEN REPORTS**

Chair Amoroso commented that he did not plan to call out the Police Chief's salary at Town Meeting. The Finance Committee will be presenting their budget, which supported the salary.

**OLD BUSINESS**

*Code of conduct/values and statement of ethics*

Selectman Suleiman introduced the matter, which was based on the town of Easton's code of conduct. Board initially discussed in 2012. Selectman Fox suggested that the overarching statement from the BoS goals seemed to address many of the issues. General agreement that the statement was more a code of conduct; "ethics" was a misnomer. Selectmen questioned what the problem was that they were attempting to solve by adopting such a policy. Selectman Suleiman said that the policy summarizes appropriate behavior and interactions among members of the Board in one document, which could be shared and adopted by all committees under BoS purview. Chair Amoroso was leery of procedural resolution that would result from Board's adoption of such a policy. Matter will be further discussed when new member is on board.

**NEW BUSINESS**

*Proposed policy on use of nasal naloxone*

Selectman Suleiman recused himself.

Generally, the Board agreed that the policy made sense, but sought clarification on some issues including storage location and shelf life. Questions will be sent to Police Chief Ryder in advance of the next selectmen's meeting on June 2 when discussion on the matter will continue.

**OLD BUSINESS continued**

*Special/Annual Town Meeting preparation*

Discussion regarding Minuteman articles. Based on the voting of Minuteman communities thusfar, the correspondence received from Wayland, and the Chair's discussions with his counterpart in Needham, Dan Matthews of Needham, Chair Amoroso recommended that the town meeting vote on Article 7 (withdrawal from MRVSD) be non-binding and that Article 6 (amendments to the Agreement) be passed over. Since Article 6 is "the Region's", School Committee representative Cheryl Mahoney will move the article and has agreed to present a motion to pass over. The Chair summarized his rationale as noted in the memo that accompanied his May 11<sup>th</sup> email on the matter. The Board supported the Chair's recommendation. TA has already prepared the appropriate alternative motions for town meeting.

### **CONCERNS OF THE BOARD**

Brief discussion on resident's complaint regarding payment of fee for bulk permit. Board will discuss matter of bulk permit fees with DPW Director at a later meeting.

Brief discussion regarding citizen's complaint concerning lack of solar initiatives provided by LELWD. TA was in touch with LELWD on the matter and read their response into the record. It was noted that LELWD already offers the lowest rates in the state and it was questioned whether solar would offer an economically viable alternative.

### **ADJOURN**

At 6:45 PM, it was moved and seconded to adjourn.

9a

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BOXBOROUGH  
APPLICATION FOR LICENSE/PERMIT  
(GENERAL)

May 23, 2014 20\_\_

No. \_\_\_\_\_

TO THE LICENSING/PERMITTING AUTHORITIES:

The undersigned hereby applies for a License/Permit in accordance with the provisions of the Statutes relating thereto  
Boxborough School Committee By Brigid O. Bieber, Chairperson

(Full name of person, firm or corporation making application)

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE/  
PERMIT IS  
REQUESTED

To Serve Champagne at Reception for Retiring Superintendent Curtis Bates on June 10, 2014

GIVE LOCATION  
BY STREET  
AND NUMBER

At Sargent Memorial Library, 427 Mass Ave. Boxborough Ma 01719

in said Town of Boxborough

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Boxborough School Committee

\*Signature of Individual  
or Corporate Name (Mandatory)

Brigid O. Bieber, Chairperson

By: Corporate Officer  
(Mandatory, if Applicable)

\*\* Social Security # (Voluntary)  
or Federal Identification Number

\* This license/permit will not be issued unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency **will be subject to license suspension or revocation.** This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received \_\_\_\_\_ 20\_\_

Signature of Applicant

A.M. \_\_\_\_\_

Hour P.M. \_\_\_\_\_

Address

Approved \_\_\_\_\_ 20\_\_

License/Permit Granted \_\_\_\_\_ 20\_\_

## **Special Event License/Permit**

### **Conditions for the serving (not selling) of wine**

Said beverages shall be consumed only at the stated premises.

Servers shall require proper identification.

Glasses/Cups used for wine shall be visibly different than those used for non-alcoholic beverages.

There shall be a limit of two (2) glasses of wine per person.

## Cheryl A. Mahoney

---

**From:** AB Schools GMail [bbieber@abschools.org]  
**Sent:** Tuesday, May 27, 2014 9:04 AM  
**To:** <Cheryl.Mahoney@town.boxborough.ma.us>  
**Subject:** Re: Special License - Champagne Reception

630 pm- 830 pm thanks

Sent from my iPhone

> On May 27, 2014, at 8:57 AM, "Cheryl A. Mahoney" <cmahoney@boxborough-ma.gov> wrote:

> Brigid,

> We received the application.

> It looks like it has most of the information - except we need to put  
> the timeframe (e.g. 5:00pm-7:00pm) when you will be serving on the license.

> Could you please get back to us on that today, if possible.

> I will also try you by phone.

> Thanks,

> Cheryl

> 978-264-1714

> www.boxborough-ma.gov

> \*\*\*Please note my new email address & the Town's new web address

> www.boxborough-ma.gov.\*\*\*

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> When writing or responding, please be aware that the Secretary of  
> State has determined that most email is a public record and,  
> therefore, may not be kept confidential. If you have received this  
> communication in error, please notify me immediately by replying to this message. Thank  
> you.

> Please consider the environment before printing this email

> -----Original Message-----

> From: Brigid Bieber [mailto:bbieber@abschools.org]

> Sent: Thursday, May 22, 2014 3:49 PM

> To: Maria Neyland; mahoney cheryl

> Subject: Re: Special License - Champagne Reception

> Hi Cheryl- Maria did indeed send me the forms, unfortunately when I  
> tried to open them, they disappeared and now my e-mail from her is  
> blank with nothing attached. If you could please be so kind as to  
> resend the forms right to me, I'll fill them out and get them right  
> back to you. Thanks-

> Brigid=



# CHAMPAGNE RECEPTION

Join the Boxborough School Committee as we honor

## DR. CURTIS BATES

and his eight years of service  
to Blanchard Memorial School  
and the Boxborough community.

Tuesday, June 10th  
6:30pm - 8:30pm

Sargent Memorial Library  
427 Mass Ave, Boxborough

All are welcome to attend.



**Selina S. Shaw**

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**From:** Maureen Strapko [mstrapko@cwmars.org]  
**Sent:** Tuesday, May 13, 2014 3:32 PM  
**To:** 'Selina S. Shaw'  
**Cc:** 'mary@brolinfamily.com'  
**Subject:** Curt Bates reception

Hi Selina,

At their May 12, 2014 meeting, the Board of Library Trustees approved the request of the Boxborough School Board to serve alcohol at the library during the retirement reception for Dr. Curtis Bates on Tuesday, June 10, 2014.

Maureen

Maureen Strapko  
Library Director  
Sargent Memorial Library  
427 Mass Ave  
Boxborough, MA 01719

P(978)263-4680  
F(978)263-1275



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# Reserve Fund Transfer Request

Date: May 22, 2014

It is requested by the undersigned that the sum of \$ 535 be transferred from the Reserve Fund to:  
UMAS Acct. # 001-122-5200-5306

(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Board of Selectmen - Consulting

The balance in the line item as of 05/22/14 (Date) is \$ <534.19>. An amount of \$ 0 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

Additional funding required for consultant engineering services associated with the subdivision of Boxborough municipal and school land.

RFT's for \$11,500 and \$2,327 were processed in October and March, respectively, against which \$14,361.19 was expended. Current shortfall in account is \$534.19. Expect one additional bill, amount unknown.

This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

	(Signature <u>Town Administrator</u> )	(Title
_____	(Signature _____)	(Title
_____	(Signature _____)	(Title
_____	(Signature _____)	(Title

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. #001-122-5200.-5306 to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____



**Goldsmith, Prest and Ringwall, Inc.**

39 Main Street, Suite 301  
Ayer, MA 01432  
Phone 978-772-1590, Fax 978-772-1591

**INVOICE FOR PROFESSIONAL SERVICES**

**Town of Boxborough**

29 Middle Road  
Boxborough, MA 01719

Invoice No: 15137  
04/24/2014  
Project No: 131063  
Project Information:  
Land Survey & Civil Engineering for:  
493 Mass Ave,  
Boxborough MA

For professional services rendered for the period through April 19, 2014 for the referenced project per signed agreement. INVOICES ARE DUE UPON- RECEIPT. Balances outstanding more than 30 days are subject to an interest charge at the rate of 1.5% per month. PAYMENT OF ALL OUTSTANDING INVOICES SHALL BE REQUIRED PRIOR TO RELEASE OF ANY PLANS OR OTHER WORK PRODUCTS BY COMPANY.

**Professional Services**

Task 3 – ANR Plan

535.00

- Prepare final edits to ANR plan; prepare mylar of plan
- Review, stamp and endorse ANR plan
- Submit to Town of Boxborough

**Total Professional Services**

\$535.00

**Invoice Total**

\$535.00

**THANK YOU FOR YOUR BUSINESS.**

*Rec'd 4/30-15h*

  
Signature

\$535  
Amount to Pay

4/24/13      15137  
Invoice Date      Invoice #

001 - 122 - 5200 - 5306  
Posting Account

**TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT**

*For the Period 7/1/13 To 5/22/14*

<i>AccountNumber</i>	<i>AccountName</i>	<i>Original Budget</i>	<i>Budget Adjustments</i>	<i>Current Budget</i>	<i>Payments This Period</i>	<i>Payments To Date</i>	<i>Receipts This Period</i>	<i>Receipts To Date</i>	<i>Payments to Date-Net</i>	<i>Ending Balance</i>	<i>Percent Expended</i>
<b>Selectmen</b>											
001-122-5100-5111	Selectmen Salaries	2,000.00	0.00	2,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00	1,000.00	50.00%
001-122-5200-5306	Selectmen Consulting	0.00	13,827.00	13,827.00	14,361.19	14,361.19	0.00	0.00	14,361.19	-534.19	103.86%
001-122-5400-5407	Selectmen Business Cards	96.00	0.00	96.00	0.00	0.00	0.00	0.00	0.00	96.00	0.00%
001-122-5400-5420	Selectmen Supplies	22.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	22.00	0.00%
001-122-5400-5422	Selectmen - Stationary and Forms	0.00	0.00	0.00	48.00	48.00	0.00	0.00	48.00	-48.00	N/A
001-122-5700-5711	Selectmen Travel - In State	200.00	0.00	200.00	234.02	234.02	0.00	0.00	234.02	-34.02	117.01%
001-122-5700-5715	Selectmen - Conferences	300.00	0.00	300.00	150.00	150.00	0.00	0.00	150.00	150.00	50.00%
001-122-5700-5716	Selectmen Training and Seminars	100.00	0.00	100.00	50.00	50.00	0.00	0.00	50.00	50.00	50.00%
001-122-5700-5731	Selectmen Membership Dues	681.00	0.00	681.00	668.00	668.00	0.00	0.00	668.00	13.00	98.09%
001-122-5700-5735	Selectmen Appreciation Events	750.00	0.00	750.00	528.55	528.55	0.00	0.00	528.55	221.45	70.47%
<b>Sum</b>	<b>Selectmen</b>	<b>4,149.00</b>	<b>13,827.00</b>	<b>17,976.00</b>	<b>17,039.76</b>	<b>17,039.76</b>	<b>0.00</b>	<b>0.00</b>	<b>17,039.76</b>	<b>936.24</b>	<b>94.79%</b>



# Reserve Fund Transfer Request

Date: 5/18/14

It is requested by the undersigned that the sum of \$ 2000.00 be transferred from the Reserve Fund to:  
UMAS Acct. # 001-135-5200-5319  
(Fund # - Dept. # - Object - Detail)  
Description (e.g. Selectmen's expenses) Accountant Software Maintenance

The balance in the line item as of 5/18/14 (Date) is \$ 0.41. An amount of \$ 2516.00 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

The chart of accounts is outdated and disorganized. In order to implement a new chart, additional services from Vadar Systems are needed. Much of the work is done in-house, but final conversion must be outsourced. This was not anticipated during budgeting and due to timely implementation RFT is the best course of action.  
Additional transfers were made for consulting during the interim between accountants.

This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

<u>[Signature]</u>	(Signature)	<u>Town Accountant</u>	(Title)
<u>[Signature]</u>	(Signature)	<u>Town Administrator</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. # 001-135-5200-5319 to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____



**Jennifer Barrett**

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**From:** Ted Cormier [Ted-Cormier@vadarsystems.com]  
**Sent:** Friday, March 28, 2014 2:32 PM  
**To:** 'Jennifer Barrett'  
**Subject:** RE: Questions - answers by 3?

Jennifer,

As discussed – no cost for the upgrade to Windows 7 or MS Access. Please let me know if this will be Access 2013. A two week lead time would be helpful.

As well, there is no charge for the cashbook module. This is part of the new version 2.6 that is being rolled out to all clients this spring. Revisions (or feature updates/enhancements) are provided free of charge as part of your yearly support.

The Purchase Order module would be an additional one time charge of \$3000 for the license and then a yearly \$1000 support charge in addition to what you already pay for the Fund Accounting system.

The chart of accounts conversion would be a \$2000, one-time project charge. This would include an electronic conversion of your spreadsheet.

Feel free to let me know if you have any additional questions.

Thanks,

Ted

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**From:** Jennifer Barrett [mailto:jennifer.barrett@town.boxborough.ma.us]  
**Sent:** Friday, March 28, 2014 12:01 PM  
**To:** Ted Cormier  
**Subject:** Questions - answers by 3?

Hi Ted,

I left a message yesterday about a few questions, I'm working on next year's budget and our deadline is Monday. I'm wondering if you could price out for me:

1. Any cost associated with an upgrade to Windows 7, updated Microsoft Office software
2. The extra cost for the purchase order module
3. The extra cost for the cash book module
4. An estimated cost for assistance with the conversion to a new chart of accounts – I am 75% done with the subsidiary ledger drafts, I'll be working on the GL in the next few weeks. Is there a way to mark inactive Objects and Subcodes in order to simplify cleanup so we can keep history but only see current?

I'll be in my office until 4 today...

Thanks!

*-Jennifer*  
978-264-1716

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When writing or responding, please be aware that the Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential. If you have received this communication in error, please notify me immediately by replying to this message. Thank you.

*Please consider the environment before printing this email*

5/14/2014

## Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
<b>Account:</b> 001-135-5200-5319	Accountant Software Maintenance	<b>Summary:</b>	0.00	2,515.59	2,516.00	0.41
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2013		0.00	2,516.00	2,516.00
<b>Tran. Type:</b> Beginning Balance		<b>By:</b> mag		0.00	2,516.00	2,516.00
	FY2014 BUDGET			0.00	2,516.00	2,516.00
<b>Warrant:</b> 2014-001	<b>Block/Batch:</b> 2014/001	<b>Posted:</b> 07/02/2013		2,515.59	0.00	0.41
<b>Tran. Type:</b> Payable		<b>By:</b> mag				
	4320	VADAR Systems Inc.		2,515.59	0.00	0.41
<b>Account:</b> 001-135-5400-5420	Accountant Other Office Supplies	<b>Summary:</b>	0.00	110.05	408.34	298.29
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2013		0.00	400.00	400.00
<b>Tran. Type:</b> Beginning Balance		<b>By:</b> mag		0.00	400.00	400.00
	FY2014 BUDGET			0.00	400.00	400.00
<b>Warrant:</b> 2014-086	<b>Block/Batch:</b> 2014/086Misc	<b>Posted:</b> 02/04/2014		77.11	8.34	331.23
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
	IN-0187912 SO-02 Apply CAS-17044-W5HIN2 Return	New England Office Supply		77.11	0.00	322.89
	IN-0187912 SO-02 Apply CAS-17044-W5HIN2 Return	New England Office Supply		0.00	8.34	331.23
<b>Warrant:</b> 2014-089	<b>Block/Batch:</b> 2014/089TH	<b>Posted:</b> 02/18/2014		14.96	0.00	316.27
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
	IN-0180388 SO-02	New England Office Supply		14.96	0.00	316.27
<b>Warrant:</b> 2014-099	<b>Block/Batch:</b> 2014/099Misc	<b>Posted:</b> 04/08/2014		17.98	0.00	298.29
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
	229951	Simons Stamps Inc.		17.98	0.00	298.29
<b>Account:</b> 001-135-5400-5421	Accountant Office Equip. Supplies	<b>Summary:</b>	0.00	232.35	600.00	367.65
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2013		0.00	600.00	600.00
<b>Tran. Type:</b> Beginning Balance		<b>By:</b> mag		0.00	600.00	600.00
	FY2014 BUDGET			0.00	600.00	600.00
<b>Warrant:</b> 2014-079	<b>Block/Batch:</b> 2014/079Misc	<b>Posted:</b> 12/23/2013		232.35	0.00	367.65
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
	1591060001	Staples Credit Plan 51-7820		232.35	0.00	367.65
<b>Account:</b> 001-135-5700-5711	Accountant Travel Exp.- In State	<b>Summary:</b>	0.00	380.00	200.00	-180.00
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2013		0.00	200.00	200.00
<b>Tran. Type:</b> Beginning Balance		<b>By:</b> mag		0.00	200.00	200.00
	FY2014 BUDGET			0.00	200.00	200.00
<b>Warrant:</b> 2014-096	<b>Block/Batch:</b> 2014/096Misc	<b>Posted:</b> 03/25/2014		78.40	0.00	121.60
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
	Reimb Travel	Barrett%Jennifer		78.40	0.00	121.60
<b>Warrant:</b> 2014-105	<b>Block/Batch:</b> 2014/105 Misc	<b>Posted:</b> 05/06/2014		301.60	0.00	-180.00
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				

VADAR® Systems, Inc.

Financial Software Proposal for Boxborough, MA

Date: 5/27/2014

One Time Set Up Charges:

Costs

Special Programming - Chart of Accounts Conversion

\$ 1,990.00

Subtotal One Time Charges:

\$ 1,990.00

Additional Notes:

Client must purchase licensed copies of MS-Access® to run VADAR®'s application suite

Approved custom Programming or approved special programming billed at \$125 per hour, minimum one hour charged

**This proposal is valid for thirty (30) days from the date above**



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Finance Committee



# Reserve Fund Transfer Request

Date: 05/12/14

It is requested by the undersigned that the sum of \$ 6,325.00 be transferred from the Reserve Fund to:  
UMAS Acct. #001-145-5200-5304 \_\_\_\_\_  
(Fund # - Dept. # - Object - Detail)  
Description (e.g. Selectmen's expenses) Treasurer Tax Title Foreclosure

The balance in the line item as of 5/9/14 (Date) is \$ (\$2,625.00). An amount of \$ 1,000.00 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

In FY13 & 14 we processed more tax title accounts than in previous years. Of the fourteen parcels taken, two were redeemed and twelve were submitted to our attorneys for foreclosure. Our attorneys bill the town in December and June. We currently owe them \$3,100 and they estimate an additional \$600 by June 30<sup>th</sup>.

This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

<u>Margaret M. Kennedy</u>	(Signature)	<u>Treasurer</u>	(Title)
<u>[Signature]</u>	(Signature)	<u>Town Administrator</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. # 001-145-5200-5304 to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____



**Margaret Dennehy**

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**From:** David Coppola [djcoppola@verizon.net]  
**Sent:** Tuesday, May 13, 2014 9:32 AM  
**To:** Margaret Dennehy  
**Subject:** Re: Invoice

Hi Margaret:

Congrats on your retirement, I'm sure you will be missed.

At this time your bill is about \$3,100.00. I would estimate that there might be about \$600.00 in additional billing from now to the end of the fiscal year.

Please let me know if you have any questions.

Dave

----- Original Message -----

**From:** Margaret Dennehy  
**To:** 'David Coppola'  
**Sent:** Monday, May 12, 2014 1:34 PM  
**Subject:** Invoice

David,

I'm preparing for my retirement on May 30<sup>th</sup>. My replacement Patrick McIntyre is working with me through the end of the month. Since I'm already over budget for Tax Title I will need to get a reserve fund transfer and would like to include the invoice that you usually send in June. Would it be possible to get an estimate of that amount?

Margaret

**Please note phone number has changed**

Margaret M Dennehy, CMMT

Town Treasurer

Town of Boxborough

29 Middle Road

Boxborough, MA 01719

978-264-1715

## Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 001-145-5200-5304	Treasurer Tax Title Foreclosure	<i>Summary:</i>	0.00	3,625.00	1,000.00	-2,625.00
	Block/Batch:	Posted: 07/01/2013		0.00	1,000.00	1,000.00
Tran. Type: Beginning Balance		By: mag				
2014 BUDGET				0.00	1,000.00	1,000.00
Warrant: 2014-077	Block/Batch: 2014/077Misc	Posted: 12/17/2013		300.00	0.00	700.00
Tran. Type: Payable		By: jbarrett				
TaxTitle13		Middlesex South Registry of		300.00	0.00	700.00
Warrant: 2014-091	Block/Batch: 2014/091-Misc	Posted: 03/04/2014		3,175.00	0.00	-2,475.00
Tran. Type: Payable		By: jbarrett				
022414		The Land Court		3,175.00	0.00	-2,475.00
Warrant: 2014-097	Block/Batch: 2014/097Treasurer	Posted: 04/01/2014		150.00	0.00	-2,625.00
Tran. Type: Payable		By: jbarrett				
Braden-Rooftop		Middlesex South Registry of		150.00	0.00	-2,625.00
Account: 001-145-5200-5305	Treasurer Loan Certification Fees	<i>Summary:</i>	0.00	1,500.00	1,500.00	0.00
	Block/Batch:	Posted: 07/01/2013		0.00	1,500.00	1,500.00
Tran. Type: Beginning Balance		By: mag				
2014 BUDGET				0.00	1,500.00	1,500.00
Warrant: 2014-106	Block/Batch: 2014/106 Treasurer	Posted: 05/13/2014		1,500.00	0.00	0.00
Tran. Type: Payable		By: jbarrett				
FY13 Report Cont		Eastern Bank		1,500.00	0.00	0.00
Account: 001-145-5200-5380	Treasurer Performance Bond	<i>Summary:</i>	0.00	525.00	600.00	75.00
	Block/Batch:	Posted: 07/01/2013		0.00	600.00	600.00
Tran. Type: Beginning Balance		By: mag				
2014 BUDGET				0.00	600.00	600.00
Warrant: 2014-073	Block/Batch: 2014/073Treasurer	Posted: 11/26/2013		525.00	0.00	75.00
Tran. Type: Payable		By: jbarrett				
69841154 2014		CNA Surety		525.00	0.00	75.00
Account: 001-145-5400-5420	Treasurer - Other Office Supplies	<i>Summary:</i>	0.00	81.59	0.00	-81.59
Warrant: 2014-064	Block/Batch: 2014/064	Posted: 10/29/2013		81.59	0.00	-81.59
Tran. Type: Payable		By: mag				
IN-0152659		New England Office Supply		81.59	0.00	-81.59
Account: 001-145-5400-5422	Treasurer Stationary and Forms	<i>Summary:</i>	0.00	175.47	350.00	174.53
	Block/Batch:	Posted: 07/01/2013		0.00	350.00	350.00
Tran. Type: Beginning Balance		By: mag				
2014 BUDGET				0.00	350.00	350.00

9 div.

Finance Committee



# Reserve Fund Transfer Request

Date: 4-22-14

It is requested by the undersigned that the sum of \$ 389.28 be transferred from the Reserve Fund to:

UMAS Acct. # 001-519-5200-5310

(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Environmental Services Expenses

The balance in the line item as of 4-22-14 (Date) is \$ 2,331.04. An amount of \$ 10,492.00 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

The adjustment is required to correct new assessment by Nashua to all member communities not recognized in the budget previously.

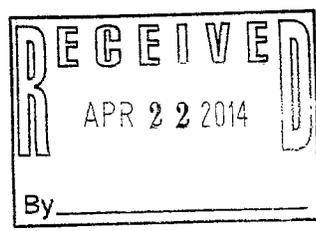
This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

<u>Marie C. Coyne</u> 5-14-14 (Signature)	<u>Chair, BOH</u>	(Title)
<u>Daniel J. Gahrett</u> 5-14-14 (Signature)	<u>BOH</u>	(Title)
<u>Byron J. Smith</u> 5-14-14 (Signature)	<u>BOH</u>	(Title)
<u>[Signature]</u> 5/22/14 (Signature)		(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. # \_\_\_\_\_ to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	<u>Date:</u>	<u>Finance Committee</u>	<u>Date:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____





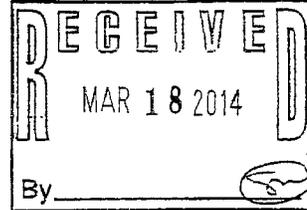
NASHOBA ASSOCIATED BOARDS OF HEALTH

Invoice

30 CENTRAL AVENUE  
 AYER, MA 01432

Date	Invoice #
3/13/2014	2014-427

Bill To
Town of Boxborough Town Hall 29 Middle Road Boxborough MA 01719



P.O. No.	Terms	Project
	Upon Receipt	

Quantity	Description	Rate	Amount
	Fourth Quarter Billing FY2014- Nursing Service 001-522-5200-5317	1,217.78	1,217.78
	Fourth Quarter Billing FY2014- Environmental Service 001-522-5200-5310	2,720.32	2,720.32
<p><i>MCC file copy both</i></p> <p>Signature _____</p> <p>\$ 3,938.10</p> <p>Amount to Pay _____ Vendor Acct # _____</p> <p>3/13/14</p> <p>Invoice Date _____ Invoice # _____</p> <p><i>as noted above</i></p> <p>Posting Account _____</p>			
<b>Total</b>			\$3,938.10

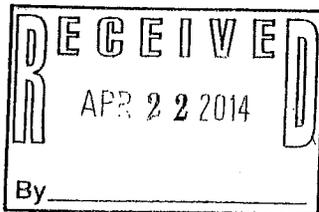


Filter by: Segment 2: 519, 522

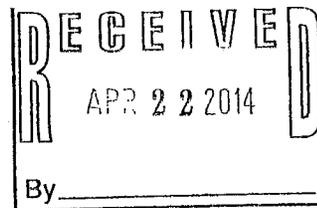
Parameters: Fiscal Year: 2014 Start Date: 7/1/2013 end: 6/30/2014

## Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending	
Account: 001-519-5200-5310 Environmental Services			<b>Summary:</b>	0.00	8,160.96	10,492.00	2,331.04
Block/Batch:			Posted: 07/01/2013	0.00	10,492.00	10,492.00	
Tran. Type: Beginning Balance			By: mag				
FY2014 BUDGET				0.00	10,492.00	10,492.00	
Warrant: 2014-020	Block/Batch: 2014/020	Posted: 08/13/2013		2,720.32	0.00	7,771.68	
Tran. Type: Payable			By: mag				
QUARTER 1			Nashoba Associated Boards	2,720.32	0.00	7,771.68	
Warrant: 2014-061	Block/Batch: 2014/061	Posted: 10/22/2013		2,720.32	0.00	5,051.36	
Tran. Type: Payable			By: mag				
2014-207			Nashoba Associated Boards	2,720.32	0.00	5,051.36	
Warrant: 2014-083	Block/Batch: 2014/083Misc	Posted: 01/21/2014		2,720.32	0.00	2,331.04	
Tran. Type: Payable			By: jbarrett				
2014-311			Nashoba Associated Boards	2,720.32	0.00	2,331.04	
Account: 001-522-5200-5317 Nursing Services			<b>Summary:</b>	0.00	3,653.34	4,696.00	1,042.66
Block/Batch:			Posted: 07/01/2013	0.00	4,696.00	4,696.00	
Tran. Type: Beginning Balance			By: mag				
FY2014 BUDGET				0.00	4,696.00	4,696.00	
Warrant: 2014-020	Block/Batch: 2014/020	Posted: 08/13/2013		1,217.78	0.00	3,478.22	
Tran. Type: Payable			By: mag				
QUARTER 1			Nashoba Associated Boards	1,217.78	0.00	3,478.22	
Warrant: 2014-061	Block/Batch: 2014/061	Posted: 10/22/2013		1,217.78	0.00	2,260.44	
Tran. Type: Payable			By: mag				
2014-207			Nashoba Associated Boards	1,217.78	0.00	2,260.44	
Warrant: 2014-083	Block/Batch: 2014/083Misc	Posted: 01/21/2014		1,217.78	0.00	1,042.66	
Tran. Type: Payable			By: jbarrett				
2014-311			Nashoba Associated Boards	1,217.78	0.00	1,042.66	
2 Account(s) totaling:				0.00	11,814.30	15,188.00	3,373.70



Filter by: Segment 2: 519, 522



Parameters: Fiscal Year: 2013 Start Date: 7/1/2012 end: 6/30/2013

### Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending	
<b>Account: 001-519-5200-5310 Environmental Services</b>			<i>Summary:</i>	0.00	10,881.28	10,881.28	0.00
	<b>Block/Batch:</b>	<b>Posted: 07/01/2012</b>		0.00	10,492.00	10,492.00	
<b>Tran. Type:</b> Beginning Balance		<b>By:</b> mag					
	FY2013 BUDGET			0.00	10,492.00	10,492.00	
<b>Warrant:</b> 2013-046	<b>Block/Batch:</b> 2013/046	<b>Posted:</b> 09/25/2012		2,720.32	0.00	7,771.68	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	Quarter 2	Nashoba Associated Boards		2,720.32	0.00	7,771.68	
<b>Warrant:</b> 2013-119	<b>Block/Batch:</b> 2013/119	<b>Posted:</b> 01/22/2013		2,720.32	0.00	5,051.36	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	QUARTER 3	Nashoba Associated Boards		2,720.32	0.00	5,051.36	
<b>Warrant:</b> 2013-127	<b>Block/Batch:</b> 2013/127	<b>Posted:</b> 02/05/2013		2,720.32	0.00	2,331.04	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	QUARTER 1	Nashoba Associated Boards		2,720.32	0.00	2,331.04	
<b>Warrant:</b> 2013-172	<b>Block/Batch:</b> 2013/172	<b>Posted:</b> 04/30/2013		2,720.32	0.00	-389.28	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	Quarter 4	Nashoba Associated Boards		2,720.32	0.00	-389.28	
	<b>Block/Batch:</b>	<b>Posted:</b> 06/04/2013		0.00	389.28	0.00	
<b>Tran. Type:</b> Journal Entry		<b>By:</b> mag					
		RESERVE FUND		0.00	389.28	0.00	
<b>Account: 001-522-5200-5317 Nursing Services</b>			<i>Summary:</i>	0.00	4,871.12	4,871.12	0.00
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2012		0.00	4,696.00	4,696.00	
<b>Tran. Type:</b> Beginning Balance		<b>By:</b> mag					
	FY2013 BUDGET			0.00	4,696.00	4,696.00	
<b>Warrant:</b> 2013-046	<b>Block/Batch:</b> 2013/046	<b>Posted:</b> 09/25/2012		1,217.78	0.00	3,478.22	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	Quarter 2	Nashoba Associated Boards		1,217.78	0.00	3,478.22	
<b>Warrant:</b> 2013-119	<b>Block/Batch:</b> 2013/119	<b>Posted:</b> 01/22/2013		1,217.78	0.00	2,260.44	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	QUARTER 3	Nashoba Associated Boards		1,217.78	0.00	2,260.44	
<b>Warrant:</b> 2013-127	<b>Block/Batch:</b> 2013/127	<b>Posted:</b> 02/05/2013		1,217.78	0.00	1,042.66	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	QUARTER 1	Nashoba Associated Boards		1,217.78	0.00	1,042.66	
<b>Warrant:</b> 2013-172	<b>Block/Batch:</b> 2013/172	<b>Posted:</b> 04/30/2013		1,217.78	0.00	-175.12	
<b>Tran. Type:</b> Payable		<b>By:</b> mag					
	Quarter 4	Nashoba Associated Boards		1,217.78	0.00	-175.12	



# Reserve Fund Transfer Request

Date: 4-22-14

It is requested by the undersigned that the sum of \$ 175.12 be transferred from the Reserve Fund to:

UMAS Acct. # 001-522-5200-5317  
(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Nursing Services Expenses

The balance in the line item as of 4-22-14 (Date) is \$ 1,042.66. An amount of \$ 4,696.00 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

The Agency modified the assessment based on population change. (J Garreffo to provide) the difference is to correct for the adjustments not recognized in budget

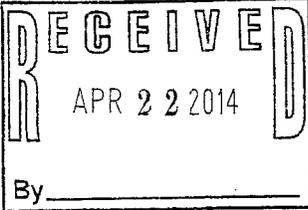
This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

<u>Maria Carm</u>	<u>5-14-14</u> (Signature)	<u>Chair, BOH</u>	(Title)
<u>Daniel J. Lopez</u>	<u>5-14-14</u> (Signature)	<u>BOH</u>	(Title)
<u>[Signature]</u>	<u>5-14-14</u> (Signature)	<u>BOH</u>	(Title)
<u>[Signature]</u>	(Signature)	<u>Town Administrator</u>	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. # \_\_\_\_\_ to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____





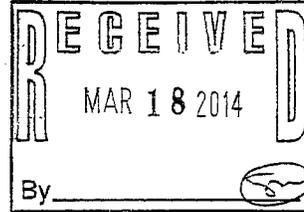
NASHOBA ASSOCIATED BOARDS OF HEALTH

Invoice

30 CENTRAL AVENUE  
 AYER, MA 01432

Date	Invoice #
3/13/2014	2014-427

Bill To
Town of Boxborough Town Hall 29 Middle Road Boxborough MA 01719



P.O. No.	Terms	Project
	Upon Receipt	

Quantity	Description	Rate	Amount
	Fourth Quarter Billing FY2014- Nursing Service 001-522-5200-5317	1,217.78	1,217.78
	Fourth Quarter Billing FY2014- Environmental Service 001-522-5200-5310	2,720.32	2,720.32
<p><i>MCC file copy both</i></p> <p>Signature _____                  \$ 3,938.10                  Amount to Pay _____ Vendor Acct # _____                  3/13/14                  Invoice Date _____ Invoice # _____  <i>as noted above</i>                  Posting Account _____</p>			
<b>Total</b>			\$3,938.10

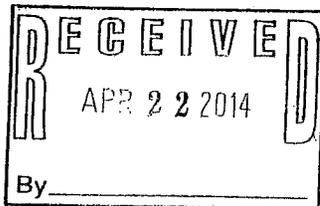


Filter by: Segment 2: 519, 522

Parameters: Fiscal Year: 2014 Start Date: 7/1/2013 end: 6/30/2014

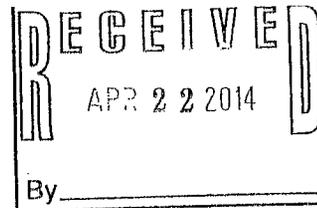
### Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 001-519-5200-5310 Environmental Services		<b>Summary:</b>	0.00	8,160.96	10,492.00	2,331.04
Block/Batch:		Posted: 07/01/2013		0.00	10,492.00	10,492.00
Tran. Type: Beginning Balance		By: mag				
FY2014 BUDGET				0.00	10,492.00	10,492.00
Warrant: 2014-020	Block/Batch: 2014/020	Posted: 08/13/2013		2,720.32	0.00	7,771.68
Tran. Type: Payable		By: mag				
QUARTER 1		Nashoba Associated Boards		2,720.32	0.00	7,771.68
Warrant: 2014-061	Block/Batch: 2014/061	Posted: 10/22/2013		2,720.32	0.00	5,051.36
Tran. Type: Payable		By: mag				
2014-207		Nashoba Associated Boards		2,720.32	0.00	5,051.36
Warrant: 2014-083	Block/Batch: 2014/083Misc	Posted: 01/21/2014		2,720.32	0.00	2,331.04
Tran. Type: Payable		By: jbarrett				
2014-311		Nashoba Associated Boards		2,720.32	0.00	2,331.04
Account: 001-522-5200-5317 Nursing Services		<b>Summary:</b>	0.00	3,653.34	4,696.00	1,042.66
Block/Batch:		Posted: 07/01/2013		0.00	4,696.00	4,696.00
Tran. Type: Beginning Balance		By: mag				
FY2014 BUDGET				0.00	4,696.00	4,696.00
Warrant: 2014-020	Block/Batch: 2014/020	Posted: 08/13/2013		1,217.78	0.00	3,478.22
Tran. Type: Payable		By: mag				
QUARTER 1		Nashoba Associated Boards		1,217.78	0.00	3,478.22
Warrant: 2014-061	Block/Batch: 2014/061	Posted: 10/22/2013		1,217.78	0.00	2,260.44
Tran. Type: Payable		By: mag				
2014-207		Nashoba Associated Boards		1,217.78	0.00	2,260.44
Warrant: 2014-083	Block/Batch: 2014/083Misc	Posted: 01/21/2014		1,217.78	0.00	1,042.66
Tran. Type: Payable		By: jbarrett				
2014-311		Nashoba Associated Boards		1,217.78	0.00	1,042.66
2 Account(s) totaling:			0.00	11,814.30	15,188.00	3,373.70



Filter by: Segment 2: 519, 522

Parameters: Fiscal Year: 2013 Start Date: 7/1/2012 end: 6/30/2013



### Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending	
<b>Account: 001-519-5200-5310</b>		<b>Environmental Services</b>	<b>Summary:</b>	<b>0.00</b>	<b>10,881.28</b>	<b>10,881.28</b>	<b>0.00</b>
	<b>Block/Batch:</b>	<b>Posted: 07/01/2012</b>		<b>0.00</b>	<b>10,492.00</b>	<b>10,492.00</b>	
<b>Tran. Type:</b>	<b>Beginning Balance</b>	<b>By: mag</b>		<b>0.00</b>	<b>10,492.00</b>	<b>10,492.00</b>	
	<b>FY2013 BUDGET</b>			<b>0.00</b>	<b>10,492.00</b>	<b>10,492.00</b>	
<b>Warrant:</b>	<b>2013-046</b>	<b>Block/Batch: 2013/046</b>	<b>Posted: 09/25/2012</b>	<b>2,720.32</b>	<b>0.00</b>	<b>7,771.68</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>Quarter 2</b>	<b>Nashoba Associated Boards</b>		<b>2,720.32</b>	<b>0.00</b>	<b>7,771.68</b>	
<b>Warrant:</b>	<b>2013-119</b>	<b>Block/Batch: 2013/119</b>	<b>Posted: 01/22/2013</b>	<b>2,720.32</b>	<b>0.00</b>	<b>5,051.36</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>QUARTER 3</b>	<b>Nashoba Associated Boards</b>		<b>2,720.32</b>	<b>0.00</b>	<b>5,051.36</b>	
<b>Warrant:</b>	<b>2013-127</b>	<b>Block/Batch: 2013/127</b>	<b>Posted: 02/05/2013</b>	<b>2,720.32</b>	<b>0.00</b>	<b>2,331.04</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>QUARTER 1</b>	<b>Nashoba Associated Boards</b>		<b>2,720.32</b>	<b>0.00</b>	<b>2,331.04</b>	
<b>Warrant:</b>	<b>2013-172</b>	<b>Block/Batch: 2013/172</b>	<b>Posted: 04/30/2013</b>	<b>2,720.32</b>	<b>0.00</b>	<b>-389.28</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>Quarter 4</b>	<b>Nashoba Associated Boards</b>		<b>2,720.32</b>	<b>0.00</b>	<b>-389.28</b>	
	<b>Block/Batch:</b>	<b>Posted: 06/04/2013</b>		<b>0.00</b>	<b>389.28</b>	<b>0.00</b>	
<b>Tran. Type:</b>	<b>Journal Entry</b>	<b>By: mag</b>		<b>0.00</b>	<b>389.28</b>	<b>0.00</b>	
		<b>RESERVE FUND</b>		<b>0.00</b>	<b>389.28</b>	<b>0.00</b>	
<b>Account: 001-522-5200-5317</b>		<b>Nursing Services</b>	<b>Summary:</b>	<b>0.00</b>	<b>4,871.12</b>	<b>4,871.12</b>	<b>0.00</b>
	<b>Block/Batch:</b>	<b>Posted: 07/01/2012</b>		<b>0.00</b>	<b>4,696.00</b>	<b>4,696.00</b>	
<b>Tran. Type:</b>	<b>Beginning Balance</b>	<b>By: mag</b>		<b>0.00</b>	<b>4,696.00</b>	<b>4,696.00</b>	
	<b>FY2013 BUDGET</b>			<b>0.00</b>	<b>4,696.00</b>	<b>4,696.00</b>	
<b>Warrant:</b>	<b>2013-046</b>	<b>Block/Batch: 2013/046</b>	<b>Posted: 09/25/2012</b>	<b>1,217.78</b>	<b>0.00</b>	<b>3,478.22</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>Quarter 2</b>	<b>Nashoba Associated Boards</b>		<b>1,217.78</b>	<b>0.00</b>	<b>3,478.22</b>	
<b>Warrant:</b>	<b>2013-119</b>	<b>Block/Batch: 2013/119</b>	<b>Posted: 01/22/2013</b>	<b>1,217.78</b>	<b>0.00</b>	<b>2,260.44</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>QUARTER 3</b>	<b>Nashoba Associated Boards</b>		<b>1,217.78</b>	<b>0.00</b>	<b>2,260.44</b>	
<b>Warrant:</b>	<b>2013-127</b>	<b>Block/Batch: 2013/127</b>	<b>Posted: 02/05/2013</b>	<b>1,217.78</b>	<b>0.00</b>	<b>1,042.66</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>QUARTER 1</b>	<b>Nashoba Associated Boards</b>		<b>1,217.78</b>	<b>0.00</b>	<b>1,042.66</b>	
<b>Warrant:</b>	<b>2013-172</b>	<b>Block/Batch: 2013/172</b>	<b>Posted: 04/30/2013</b>	<b>1,217.78</b>	<b>0.00</b>	<b>-175.12</b>	
<b>Tran. Type:</b>	<b>Payable</b>	<b>By: mag</b>					
	<b>Quarter 4</b>	<b>Nashoba Associated Boards</b>		<b>1,217.78</b>	<b>0.00</b>	<b>-175.12</b>	

a c / d

**Selina S. Shaw**

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**From:** Elizabeth Markiewicz [emarkiewicz@boxborough-ma.gov]  
**Sent:** Tuesday, May 27, 2014 1:32 PM  
**To:** 'Selina shaw'  
**Subject:** Board of Registrars Vacancy

Hi Selina,

This is to let you know that one of my Registrars-Tammy MacFadyen—has moved to Connecticut vacating her position on the Board of Registrars.

I would like to request that the Board of Selectmen appoint Hugh Fortmiller to fill the vacancy. The term expires 6/30/2015.

Thank you,  
Liz

Elizabeth Markiewicz, CMMC  
Town Clerk  
29 Middle Rd.  
Boxborough, MA 01719  
Ph: 978-264-1727  
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Hours: Mon-Thurs: 9am-2pm  
Evening Hours: Mon: 7pm-9pm



9e  
**Board of Selectmen Committee/Liaison List FY 2015**  
**Showing FY 14 Assignments**  
**For Discussion June 16, 2014**

Current BoS Assignments/Positions  
 X = Primary Member  
 L = Liaison

Assignment	V. Amoroso	L. Fox	J. Gorman	R. Stemple	
<b>BoS Chairmanship</b>	X				
<b>BoS Clerk</b>				X	
<b>Committees/Teams</b>					
Acton-Boxborough Cultural Council					L
Acton-Boxborough R.S.D. Financial Oversight	X				
Agricultural Commission		L			
Airport Study Committee				L	
BHB (Housing Board)		L			
BIT.Com		L			
BLF (2)	X		X		
Boxborough Affordable Housing Trust		X (2015)			
Cemetery Commission			L		
(Civil) War Memorial(s)			X		
Conservation Commission	L				
Contract Negotiating Team	X	X			
CoA (Council on Aging)		L			
Design Review Board				X (2015)	
Energy Committee					L
Finance Committee				L	
Board of Health					L
Historical Commission			L		
<i>Regional School Transition/IMA Negotiating Team</i>	✕				
Library				L	
Personnel Board					L
Planning Board (including Master Plan Steering)		L			
Public Celebrations & Ceremonies Committee			L		
Recreation Commission					L
School Committee				L	
Steele Farm				L	
Water Resources					X
Well-Being Committee			L		
Zoning Board of Appeals		L			
<b>Departments</b>					
Fire/Emergency Management			L		
Police		L			
Public Safety Dispatch				L	
Public Works	L				
Town Hall					L
<b>External</b>					
MAGIC/ MAPC		X (4/30/15)			
I-495	x				X
MBTA				X	
MART	Delegated to Frank Powers				



**Board of Selectmen Committee/Liaison List**

**FY 2015**

**For Discussion 6/16/14**

Current BoS Assignments/Positions

X = Primary Member

L = Liaison

Assignment	V. Amoroso	S. Bak	L. Fox	J. Gorman	R. Stemple
<b>BoS Chairmanship</b>					
<b>BoS Clerk</b>					
<b>Committees/Teams</b>					
Acton-Boxborough Cultural Council					
Acton-Boxborough R.S.D. Financial Oversight Committee					
Agricultural Commission					
Airport Study Committee					
BHB (Housing Board)					
BIT.Com					
BLF (2)					
Boxborough Affordable Housing Trust			X (2015)		
Cemetery Commission					
Conservation Commission					
Contract Negotiating Team					
CoA (Council on Aging)					
Design Review Board					X (2015)
Energy Committee					
Finance Committee					
Board of Health					
Historical Commission					
Library					
Personnel Board					
Planning Board (including Master Plan Steering)					
Public Celebrations & Ceremonies Committee					
Recreation Commission					
<i>School Committee</i>					
Steele Farm					
(Civil) War Memorial(s)					
Water Resources					
Well-Being Committee					
Zoning Board of Appeals					
<b>Departments</b>					
Fire/Emergency Management					
Police					
Public Safety Dispatch					
Public Works					
Town Hall					
<b>External</b>					
MAGIC/ MAPC			X (4/30/15)		
I-495					
MBTA					
MART	Delegated to Frank Powers				





**Internal Communications and Outgoing Communications**  
**June 2, 2014**

1. Copies of Correspondence from Kyle Fair, TEC Associates to the Boxborough Conservation Commission regarding the railways 2014 Vegetation Control Program:
  - a. Letter dated May 8, 2014, notifying of transfer of operation of the commuter rail service "right-of-way" to Keolis Commuter Services.
  - b. Letter dated May 20, 2014, providing a copy of Keolis Commuter Services' 2014 Yearly [Vegetation] Operational Plan.
2. Copy of a coverletter from Town Counsel, Jonathan Eichman of Kopelman & Paige, dated May 12, 2014, to Attorney Michael Marsh of Marsh, Moriarty, Ontell & Golder requesting the recording of Plan [*Blanchard School*].
3. Correspondence from Xfinity [Comcast] Sr. Manager of Government & Regulatory Affairs, Karin Mathiesen, dated May 9, 2014, to the Board of Selectmen accompanying their 2014 1<sup>st</sup> Quarter Report and access fee payment [PEG] check of \$ 10,107.99.
4. Email communication, PEG Grant Report 1<sup>st</sup> Quarter 2014, and check for their 1<sup>st</sup> Quarter PEG payment of \$13,951.23 from Kathy Booker, Verizon New England, Inc., dated May 15, 2014, to Town Administrator Selina Shaw.





**Minutes, Notices and Updates**  
**June 2, 2014**

**Minutes**

1. Minutes of the Conservation Commission meeting held March 26, 2014.
2. Minutes of the Well-Being Committee meeting held April 30, 2014.

**Notices**

1. Notice a Public Celebrations Committee meeting held May 19, 2014.
2. Notices of Recreation Commission meetings
  - a. Held May 20, 2014
  - b. To be held June 3, 2014
3. Notice of an Executive Session of Selectmen's Contract Negotiating Team [TA Shaw] held May 27, 2014
4. Notice of a Boxborough Housing Board meeting to be held June 19, 2014
5. Notice of a Finance Committee meeting to be held June 23, 2014
6. Notice from the Middlesex South Registry of Deeds verifying that the Certification of Compliance regarding the property located at 34 Massachusetts Ave. has been duly recorded.



10c



**General Correspondence**  
**June 2, 2014**

1. Boxborough Museum's Schedule of dates – June – November 2014. #

