BOARD OF SELECTMEN

Meeting Agenda
December 8, 2014, 7 PM
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER, 7 PM

2. ANNOUNCEMENTS

3. 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, to discuss town storage needs and use of Historical Museum, and general update, 7:05 PM

b) Paul DiNapoli, requested new manager of the Hotel Boxborough Lessee, LLC, 7:25 PM

Move to approve and forward to the Alcoholic Beverages Control Commission the petition of the Hotel Boxborough Lessee, LLC, dba Holiday Inn Boxborough Woods, located at 242 Adams Place, to change the manager of the Hotel's beverage service operations from Howard Sobel to Paul DiNapoli **VOTE:**

c) Citizens' concerns

4. PUBLIC HEARING PURSUANT TO MGL CH 166 §22, 7:30 PM

To consider the petition of the Acton Boxborough Regional School District requesting permission to attach one new fiber optic aerial cable (.6 inch diameter) within the Municipal Space on the poles granted to the Town of Boxborough by the pole owners, said poles running westerly along Massachusetts Avenue a distance of approximately 4,851 feet, from the Acton border to the Blanchard Memorial School

Move to grant the order of cable locations as requested by petition of the Acton Boxborough Regional School District on November 13, 2014, a copy of which is attached hereto and incorporated herein, subject to the following additional conditions:

1) *Prior to installation of the permitted cable, the Acton-Boxborough Regional School District shall obtain and provide to the Board of Selectmen evidence of the written approval of the owners of the poles and other appurtenances upon which the cable will be located for the installation and maintenance of such cable, and shall acquire all further permits and licenses required to construct and operate such cable.*

2) *Installation of the cable pursuant to this Order shall be further subject to and conditional upon the execution of that License Agreement between the Town of Boxborough and the Acton-Boxborough Regional School District allowing for installation of the cable within the Town's Municipal Space, a copy of which is attached hereto and incorporated herein.*

3) *Acton-Boxborough Regional School District shall notify the Boxborough Police Department and Town Administrator's office of the installation schedule, and shall arrange for police details as required by the Chief of Police.* **VOTE:**

5. MINUTES

a) Executive session, November 24, 2014 **ACCEPT & POF**

6. SELECTMEN REPORTS

7. OLD BUSINESS

a) Town Administrator recommendation on procurement delegations - tentative

8. NEW BUSINESS

a) Acceptance of gift ($992.31) from Boxborough for CPA BQ (Ballot Question) Committee
[NB: The donor has placed no restrictions on the use of the gift]

Move to accept with gratitude the generous gift of $992.31 from the Boxborough for CPA BQ Committee; and further, that these funds be used to help defray the costs of the software required for the implementation of the CPA [or some other purpose to be determined and voted upon by the Board of Selectmen]

VOTE:

9. CORRESPONDENCE

ACCEPT & POF

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

10. PRESS TIME

11. CONCERNS OF THE BOARD

12. ADJOURN

Selina Shaw

3a

From: Selina Shaw <sshaw@boxborough-ma.gov>
Sent: Tuesday, November 18, 2014 5:43 PM
To: James Gorman (jgorman@tritonsys.com)
Cc: James J. Gorman (jim.jgorman@gmail.com); David G. Lindberg (dlindberg@boxborough-ma.gov); Elizabeth Markiewicz (emarkiewicz@boxborough-ma.gov); John Fallon (johnfallon@verizon.net); Alan Rohwer (alan.rohwer@verizon.net)
Subject: Museum

Good evening, Jim.

We had a very productive meeting this afternoon, organized by Dave. Dave will be bringing forward his recommendations to the BoS on December 8, but wanted to give you a preview.

We all agreed that we would like to get started on a number of tasks to prepare the museum basement for serving as a storage facility for the Town:

The "quick-er", relatively low cost tasks:

- "Clean out " the well room. Move RecComm belongings there
- Clear out basement except for two wooden tables, which will be kept and utilized for viewing records
- Rip out and dispose of carpet
- Clean floors and walls with strong anti-mildew/anti-mold type cleaner
- Seal and paint walls and floor
- Install shelving
- Install pallets on which to place file cabinets

It was hoped that the DPW could take care of a number of the above items in the winter months. They already did a few days of clearing out. It would probably take another 3 days for 3 of the crew to finish.

Check condition of sump pump and water alarm and repair/replace as necessary

Quotes for water heater, furnace, de-humidifier unit (I understand that the HistSoc has already allocated funding for the latter). Dave was awaiting quote on furnace

Records
We will be determining which items (and their square footage) should remain at town hall... which of those should be kept in the vault and what should be moved to the "archive" room. What items currently at town hall, which do not need frequent access, should be moved to the museum.

Others, please fill in any gaps and correct as necessary.

Selina

Selina S. Shaw
Town Administrator
29 Middle Road
Boxborough, MA 01719
(978) 264-1700 general
(978) 264-1712 direct

3b.

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

012200001
ABCC License Number

Boxborough
City/Town

The licensee Hotel Boxborough Lessee, LLC respectfully petitions the Licensing Authorities to approve the following transactions:

- [x] Change of Manager
- [ ] Pledge of License/Stock
- [ ] Change of Corporate Name/DBA
- [ ] Change of License Type (§12 ONLY, e.g. "club" to "restaurant")
- [ ] Alteration of Premises
- [ ] Cordial & Liqueurs
- [ ] Change of Location

[x] Change of Manager

Last-Approved Manager: Howard Sobel

Requested New Manager: Paul DiNapoli

[ ] Pledge of License /Stock

Loan Principal Amount: $ _____ Interest Rate: _____

Payment Term: _____ Lender: _____

[ ] Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA: _____

Requested New Corporate Name/DBA: _____

[ ] Change of License Type

Last-Approved License Type: _____

Requested New License Type: _____

[ ] Alteration of Premises: (must fill out attached financial information form)

Description of Alteration: _____

[ ] Change of Location: (must fill out attached financial information form)

Last-Approved Location: _____

Requested New Location: _____

Signature of Licensee _____ Date Signed 10-2-14
(If a Corporation/LLC, by its authorized representative)

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Hotel Boxborough Lessee, LLC
Business Name (dba): Holiday Inn Boxborough Woods

Address: 242 Adams Place

City/Town: Boxborough
State: MA
Zip Code: 01719

ABCC License Number: 012200001
(If existing licensee)
Phone Number of Premise: 978-263-8701

2. MANAGER INFORMATION:

A. Name: Paul DiNapoli
B. Cell Phone Number: [redacted]

C. List the number of hours per week you will spend on the licensed premises: 40-50 hours

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐
B. Date of Naturalization:
C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☑ No ☐

If yes, please describe: Crowne Plaza Boston - Newton Hotel

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☑

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☑

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Westin Detroit Romulus, MI 2011-2014
Crowne Plaza Newton, MA 2010-2011
Westin Providence, Providence, RI 2007-2010

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature: Paul R DiNapoli
Date: 11/6/14

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee: Hotel Boxborough Lessee, LLC

B. Business Name (dba): Holiday Inn Boxborough Woods

C. Address: 242 Adams Place

D. ABCC License Number (If existing licensee): 012200001

E. City/Town: Boxborough

State: MA

Zip Code: 01719

F. Phone Number of Premise: 978-263-8701

G. EIN of License: 35-2246569

2. PERSONAL INFORMATION:

A. Individual Name: Paul DiNapoli

B. Home Phone Number: [redacted]

C. Address: 242 Adams Pl

D. City/Town: Boxborough

State: MA

Zip Code: 01719

E. Social Security Number: [redacted]

F. Date of Birth: 6/6/70

G. Place of Employment: Holiday Inn Boxborough Woods

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes ☐ No ☒

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

None

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
***If additional space is needed, please use the last page**

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature: Paul DiNapoli

Date: 11/6/14

Title: General Manager (If Corporation/LLC Representative)

Hotel Boxborough Lessee, LLC
Consent of Sole Member

October 1, 2014

The undersigned, being the sole member of Hotel Boxborough Lessee, LLC, a Massachusetts limited liability company (the "**Company**"), in accordance with the by-laws of the Company, hereby resolves, agrees and consents to the following resolution for and on behalf of the Company, and hereby certifies that such resolution has not been amended, rescinded, or revoked and is in full force and effect as of this date:

WHEREAS, the Company is the license holder for the liquor license issued to the Holiday Inn Boxboro Hotel (the "**Hotel**") located at 242 Adams Place, Boxborough, MA 01719-1735; and

WHEREAS, Howard Sobel is no longer Manager of the beverage service operations for the Hotel and therefore has no authority to act or execute documents relating to the liquor license for the Hotel; and

NOW THEREFORE, the Company hereby appoints Paul DiNapoli ("**Manager**") Manager of the beverage service operations for the Hotel; and

Said **Manager**, in capacity as Manager, be and hereby is, authorized to execute the necessary documentation, and to do any and all such acts and things as may be necessary or proper relating to the liquor license relating to the Hotel.

IN WITNESS WHEREOF, this Consent is executed as of the date first above written.

Hotel Boxborough Lessee, LLC, by
RFP VI Hotel, L.P., its sole member by
PRFGP, LLC, its General Partner

By:_____
Name: Elizabeth A. Procaccianti
Title: Manager

Wire Locations

LEGAL NOTICE
BOXBOROUGH BOARD OF SELECTMEN
PUBLIC HEARING
M.G.L. Chapter 166

Pursuant to the requirements of MGL Chapter 166 §22, the Boxborough Board of Selectmen will hold a Public Hearing in the Grange Meeting Room of the Boxborough Town Hall, at 7:30 p.m. on Monday, December 8, 2014 to consider the petition of the Acton Boxborough Regional School District requesting permission to attach one new fiber optic aerial cable (.6 inch diameter) within the Municipal Space granted to the Town of Boxborough by the pole owners, Verizon New England Inc. and Littleton Electric Light Department, on poles running along Massachusetts Avenue a distance of approximately 4,851 feet, beginning at existing pole #1-1, located at the Acton town line, continuing westerly on Massachusetts Avenue from pole #1-1 to pole #1-2, from pole #1-2 continuing westerly to pole #1-3, from pole #1-3 continuing westerly to pole 1-4, from pole 1-4, continuing westerly to pole 1-5, from pole 1-5 continuing westerly to pole 1-NA, from pole 1-NA continuing westerly to pole 1-8, from pole 1-8 continuing westerly to pole 1-9, from pole 1-9 continuing westerly to pole 1-12, from pole 1-12 continuing westerly to pole 1-13, from pole 1-13 continuing westerly to pole 1-14, from pole 1-14 continuing westerly to pole 1-15, from pole 1-15 continuing westerly to pole 1-16, from pole 1-16 continuing westerly to pole 1-17, from pole 1-17 continuing westerly to pole 1-18, from pole 1-18 continuing westerly to pole 1-19, from pole 1-19, continuing westerly to pole 1-20, from pole 1-20 continuing westerly to pole 1-21, from pole 1-21 continuing westerly to pole 1-22, from pole 1-22 continuing westerly to pole 1-23, from pole 1-23 continuing westerly to pole 1-24, from pole 1-24 continuing to pole 1-25, from pole 1-25 continuing westerly to pole 1-26, from pole 1-26 continuing westerly to pole 1-27, from pole 1-27 continuing westerly to pole 1-28, from pole 1-28 to pole 1-29, from pole 1-29 continuing westerly to pole 1-30, from pole 1-30 continuing westerly to pole 1-31, from pole 1-31, continuing westerly to pole 1-32, from pole 1-32 continuing westerly to pole 1-33, from pole 1-33 continuing westerly to pole 1-34, from pole 1-34 continuing westerly to pole 1-35, from pole 1-35 continuing westerly to pole 1-36, from pole 1-36 continuing westerly to pole 1-37, from pole 1-37 continuing westerly to pole 1-38, from pole 1-38, continuing westerly to pole 1-39, from pole 1-39 continuing westerly to pole 1-40, from pole 1-40 continuing westerly to pole 1-41, from pole 1-41 continuing westerly to pole 1-42, from pole 1-42 continuing westerly to pole 01-10 2501, from pole 01-10 2501, continuing westerly to pole 1-44, from pole 1-44 continuing westerly to pole 1-45, from pole 1- 45 to pole 1-46, from pole 1-46 continuing westerly to pole 1-47, from pole 1-47 continuing westerly to pole 1-48, pole 1-48 is located at 493 Massachusetts Avenue. At this location the new aerial fiber cable will cross Massachusetts Avenue and continue along privately owned poles to the Blanchard Memorial School.

All are welcome to attend.

Per Order
Board of Selectmen

PETITION FOR CABLE LOCATIONS

TO: The Board of Selectmen

In Boxborough, Massachusetts

Acton-Boxborough Regional School District requests permission to erect and maintain cable(s) together with the necessary anchors, guys and other sustaining and protecting fixtures along and across the following public way or ways:

Massachusetts Avenue

Attach one new fiber optic aerial cable (.6 inch diameter) within the Municipal Space granted to the Town of Boxborough by the pole owners on MASSACHUSETTS AVENUE a distance of approximately 4851 FEET, beginning at existing pole #1-1, pole #1-1 is located at the Acton town line, continuing westerly on MASSACHUSETTS AVENUE from pole #1-1 to pole #1-2, from pole #1-2 continuing westerly to pole #1-3, from pole #1-3 continuing westerly to pole 1-4, from pole 1-4, continuing westerly to pole 1-5, from pole 1-5 continuing westerly to pole 1-NA, from pole 1-NA continuing westerly to pole 1-8, from pole 1-8 continuing westerly to pole 1-9, from pole 1-9 continuing westerly to pole 1-12, from pole 1-12 continuing westerly to pole 1-13, from pole 1-13 continuing westerly to pole 1-14, from pole 1-14 continuing westerly to pole 1-15, from pole 1-15 continuing westerly to pole 1-16, from pole 1-16 continuing westerly to pole 1-17, from pole 1-17 continuing westerly to pole 1-18, from pole 1-18 continuing westerly to pole 1-19, from pole 1-19, continuing westerly to pole 1-20, from pole 1-20 continuing westerly to pole 1-21, from pole 1-21 continuing westerly to pole 1-22, from pole 1-22 continuing westerly to pole 1-23, from pole 1-23 continuing westerly to pole 1-24, from pole 1-24 continuing to pole 1-25, from pole 1-25 continuing westerly to pole 1-26, from pole 1-26 continuing westerly to pole 1-27, from pole 1-27 continuing westerly to pole 1-28, from pole 1-28 to pole 1-29, from pole 1-29 continuing westerly to pole 1-30, from pole 1-30 continuing westerly to pole 1-31, from pole 1-31, continuing westerly to pole 1-32, from pole 1-32 continuing westerly to pole 1-33, from pole 1-33 continuing westerly to pole 1-34, from pole 1-34 continuing westerly to pole 1-35, from pole 1-35 continuing westerly to pole 1-36, from pole 1-36 continuing westerly to pole 1-37, from pole 1-37 continuing westerly to pole 1-38, from pole 1-38, continuing westerly to pole 1-39, from pole 1-39 continuing westerly to pole 1-40 from pole 1-40 continuing westerly to pole 1-41, from pole 1-41 continuing westerly to pole 1-42, from pole 1-42 continuing westerly to pole 01-10 2501, from pole 01-10 2501, continuing westerly to pole 1-44, from pole 1-44 continuing westerly to pole 1-45, from pole 1-45 to pole 1-46, from pole 1-46 continuing westerly to pole 1-47, from pole 1-47 continuing westerly to pole 1-48, pole 1-48 is located at 493 Massachusetts Avenue. At this location the new aerial fiber cable will cross MASACHUSETTS AVENUE and continue along privately owned poles to the Blanchard Memorial School.

One (1) New Fiber Optic Cable

Zero (0) Existing Cables

One (1) Cable Total

This cable is to provide a critical data link from the Acton-Boxborough Regional School District Network core to the Blanchard Elementary school and will allow students and staff at this site equal access to the district's public safety infrastructure and other technology resources. This cable provides adequate capacity for current needs and future expansion.

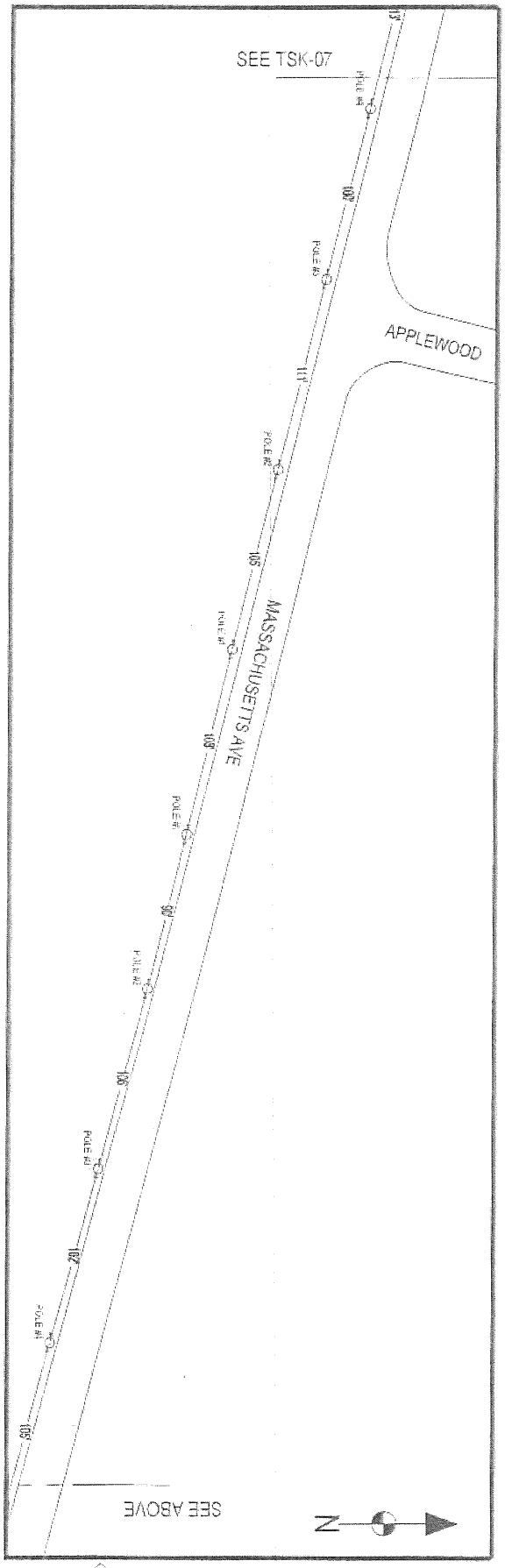
Wherefore they pray that after due notice and hearing as provided by law, they be granted locations for and permission to wires, cables, and fiber optic cables together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said cables to be installed substantially in accordance with the plan filed herewith marked Exhibit "A" dated October 21, 2014.

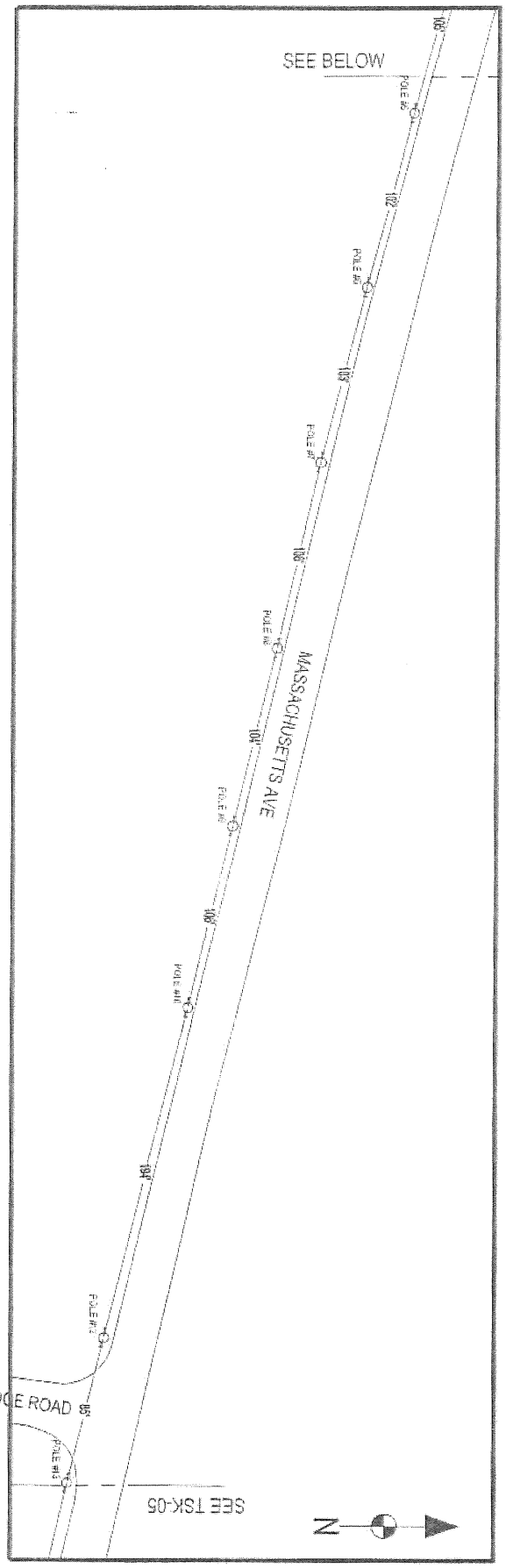
Acton-Boxborough Regional School District

By: _____

Amy Bisiewicz

Dated this 13th of November, 2014





The Skyline Group, Inc.
10 River Road Suite 103
Uxbridge, Massachusetts 01569
508 278 5500 T
508 382 6271 F
tsgma.com/contact-us/ E

Towns of Acton-Boxborough
Fiber Optic Project

JOB NO 14-501

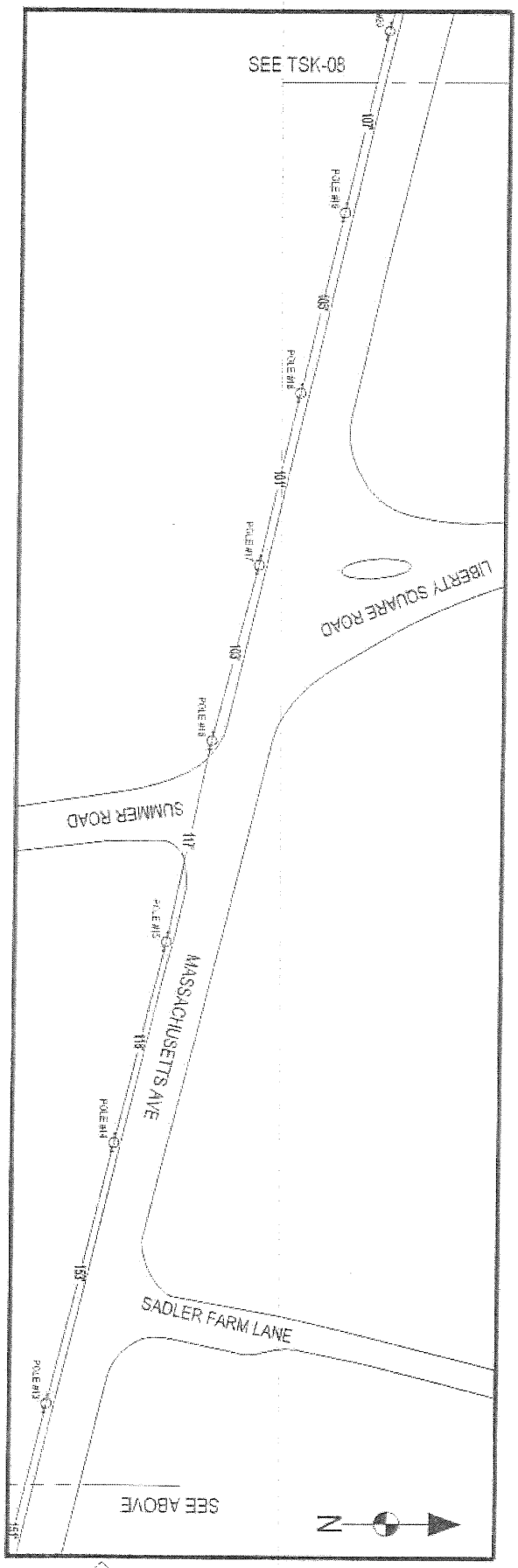
SKETCH TITLE

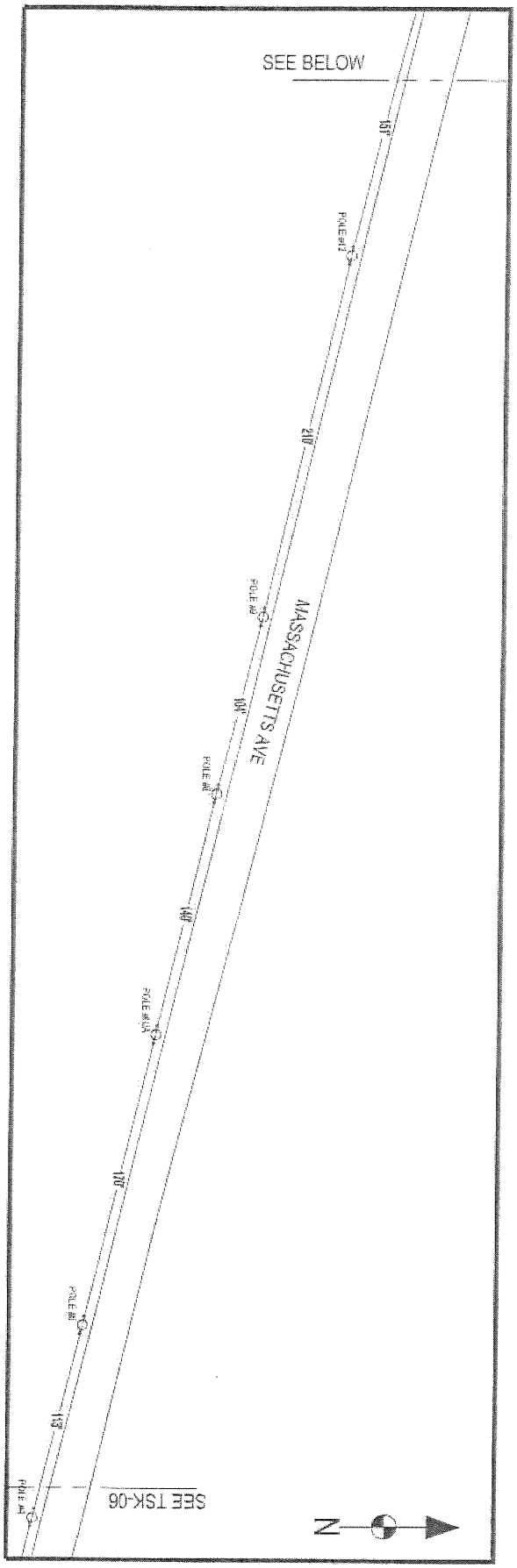
REFER TO

Comm-Tract

SCALE:	1"=60'
DATE	10/21/14
DRAWN BY:	T. BAETA
SKETCH NO.	TSK-06

EXHIBIT A PAGE 1 OF 4





The Skyline Group, Inc.
99 River Road Suite 103
Uxbridge, Massachusetts 01569
508 278 5500 T
508 302 8271 F
tsgma.com/contact-us/ E

Towns of Acton-Boxborough
Fiber Optic Project

JOB NO. 14-501

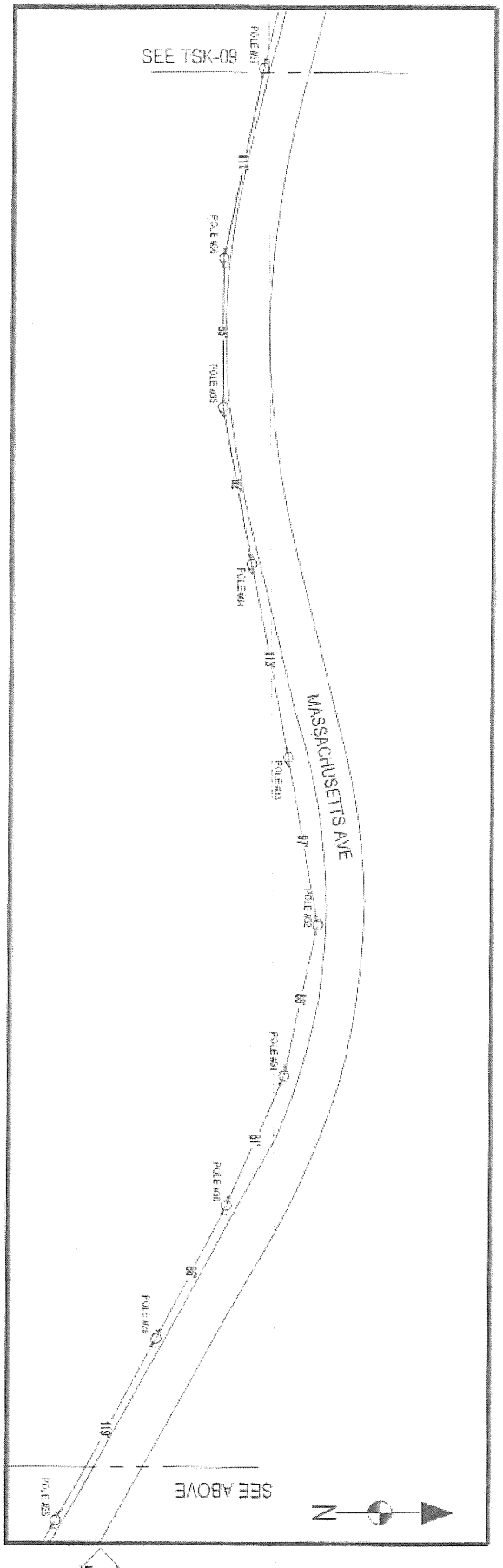
SKETCH TITLE

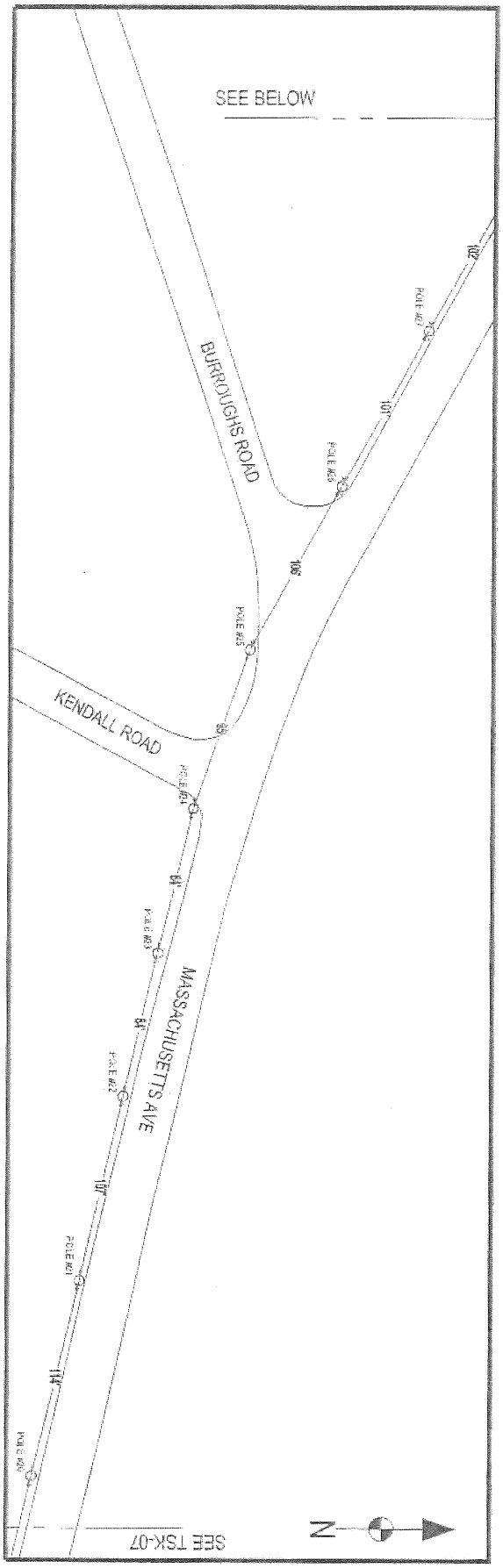
REFER TO:

Comm-Tract

SCALE	1'=60'
DATE	10/21/14
DRAWN BY:	T. BAETA
SKETCH NO.	TSK-07

EXHIBIT A PAGE 2 of 4





The Skyline Group, Inc.
10 River Road Suite 103
Uxbridge, Massachusetts 01569
508 278 6500 T
508 302 6271 F
tsgma.com/contact-us/ E

Towns of Acton-Boxborough
Fiber Optic Project

JOB NO. 14-501

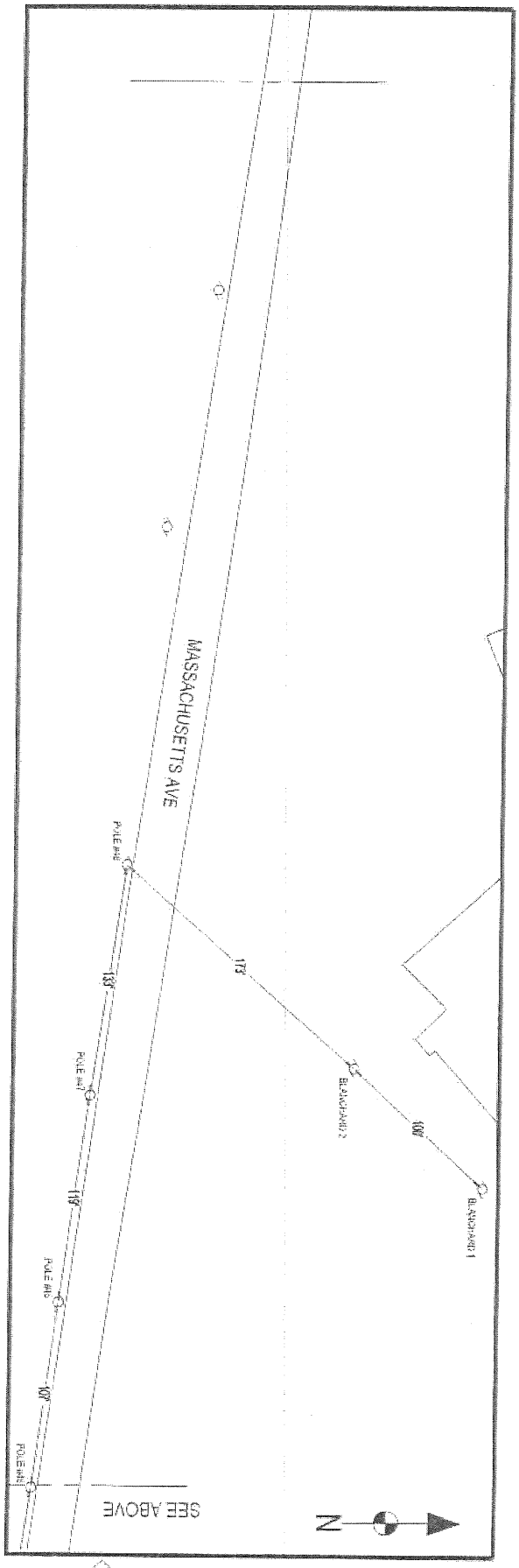
SKETCH TITLE

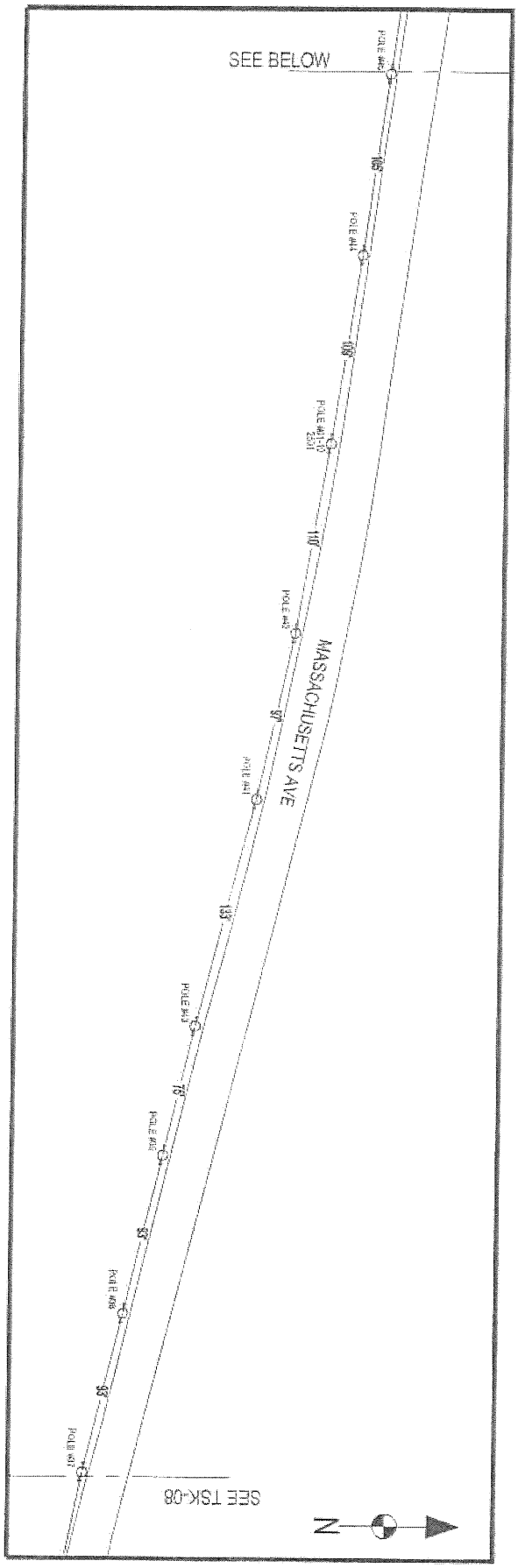
REFER TO:

Comm-Tract

SCALE	1"=60'
DATE	10/21/14
DRAWN BY	T. BAETA
SKETCH NO.	TSK-08

EXHIBIT A PAGE 3 of 4





The Skyline Group, Inc.
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508 278 5500 T
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tsgma.com/contact-us/ E

Towns of Acton-Boxborough
Fiber Optic Project

JOB NO. 14-501

SKETCH TITLE

REFER TO:

Comm-Tract

SCALE	1"=60'
DATE	10/21/14
DRAWN BY	T. BAETA
SKETCH NO.	TSK-09

EXHIBIT A Page 4 of 4

ABRSD Fiber Interconnection Project
Blanchard Memorial School to District Network Core
Project Summary

With the exception of the Blanchard Memorial School, all ABRSD facilities are part of a Fiber-optic Wide Area Network (WAN). This network, made up of both District-owned and Comcast-Provided fiber, provides a critical data link between facilities. Many district services are shared over this data connection including, but not limited to:

- Internet Access
- Student and Staff Document Storage, File Shares, and Backups
- Security Camera Monitoring and Recording (Genetec)
- Library Resources (Destiny)
- School Nursing Data (SNAP)
- Computer Management and Antivirus updates (Altiris/Sophos)
- Financial Management (Munis)

Currently no fiber connection exists from the ABRSD network to the Blanchard Memorial School. Although a site-to-site VPN is in place, it is not robust or reliable enough for normal or long-term operations. As a result, many systems do not operate properly or to their full potential. Security Cameras, for example, cannot be streamed at full resolution to the district's Security Operations Center which has a direct impact on our school safety procedures.

ABRSD is proposing the installation of a new fiber-optic link between the ABRSD Network Core (Located at RJ Grey Junior High) and the Blanchard Memorial School. This aerial cable run would be approximately 3.0 miles in length (1.7 Miles in Acton, 1.3 Miles in Boxborough) and would be installed on utility poles along route 111. Physically, the link would consist of 12 strands of single mode fiber to provide plenty of capacity for future upgrades or bandwidth needs. ABRSD has selected Commtract Corporation (Based in Boxborough) to install this cabling and provide project management and support. Commtract is a state-approved vendor with a history of installing similar municipal wide-area networks. They will adhere to all applicable codes, regulations, and standards relative to this type of work and are fully insured for their operations.

Acton and Boxborough both have rights to attach cabling for municipal purpose to the utility poles in their respective towns at no charge under their existing ¨municipal rights.¨ These rights are granted to the towns during the petition process when the utility carriers apply to place poles on town property. It is essentially a ¨quid pro quo¨ agreement between the carrier placing the pole and the municipality. ABRSD plans to attach to the poles under each town's municipal rights and seeks approval to do so.

Mass. Form 558
8-73

ORDER FOR CABLE LOCATIONS

By the Board of Selectmen of the Town of Boxborough, Massachusetts

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** be and it is hereby granted a location for and permission to erect and maintain cable(s) together with guys and other sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 13th day of November, 2014.

The following are the public ways or parts of ways along which the cable above referred to may be erected:

Massachusetts Avenue (Route 111) -

Place one new fiber optic aerial cable (0.6 inch diameter) within the Municipal Space on the poles granted to the Town of Boxborough by the pole owners, said poles running westerly along Massachusetts Avenue a distance of approximately 4,851 feet, beginning at the Boxborough/Acton town line to the Blanchard Memorial School, as requested by **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** in the Petition for Cable Locations, dated November 13, 2014, which is attached hereto and incorporated herein, along with Sketch Nos. TSK- 06 – 09, inclusive.

One (1) New Fiber Optic Cable

Said cable(s) shall be of a diameter as described above. It shall be attached to the poles as detailed on attached Sketch Nos. TSK-06-09, "Towns of Acton-Boxborough Fiber Optic Project", dated October 21, 2014, prepared by The Skyline Group, Inc., 10 River Road, Suite 103, Uxbridge, MA 01569 on behalf of Comm-Tract. All attachments shall be made at a height of eighteen feet (18') at all road crossings and not less than thirteen feet (13') parallel to the road and 15 feet (15') at all driveways, alleys and parking lots as recommended by the National Electrical Safety Code. Note: 18' height at road crossings exceeds NESC codes by 3 feet.

THIS ORDER SHALL BE SUBJECT TO THE ATTACHED ORDER OF CONDITIONS.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Boxborough, Massachusetts held on the 8th day of December 2014.

_____
Clerk of Selectmen

(OVER)

We hereby certify that on December 8, 2014, at 7:30 P.M., at Boxborough, Massachusetts, a public hearing was held before the Boxborough Board of Selectmen on the petition of the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** for permission to erect the cable, and connection described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect the cable and connections under said order.

And that thereupon said order was duly adopted.

_____

_____

_____

_____

_____

Selectmen of the Town of Boxborough

Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Boxborough, Massachusetts, on the 8th day of December 2014, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

_____

Town Clerk

ORDER OF CONDITIONS
Issued subject to
Order for Cable Locations
Granted to Acton-Boxborough Regional School District
December 8, 2014

1. Prior to installation of the permitted cable, the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** shall obtain and provide to the Board of Selectmen evidence of the written approval of the owners of the poles and other appurtenances upon which the cable will be located for the installation and maintenance of such cable, and shall acquire all further permits and licenses required to construct and operate such cable.

2. Installation of the cable pursuant to this Order shall be further subject to and conditional upon the execution of that License Agreement between the Town of Boxborough and the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** allowing for installation of the cable within the Town's Municipal Space, a copy of which is attached hereto and incorporated herein.

3. **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT** shall notify the Boxborough Police Department and Town Administrator's office of the installation schedule, and shall arrange for police details as required by the Chief of Police.

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is executed this ____ day of _____, 2014 by and between the **Town of Boxborough**, acting by and through its Board of Selectmen (the "Town"), and the **Acton-Boxborough Regional School District**, a Massachusetts regional school district acting by and through its duly authorized Superintendent, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720 (the "District").

WHEREAS, the Town is the holder of a right to install and maintain telecommunications wires for municipal purposes within a designated space on certain poles located within the layout of Massachusetts Avenue, a public way of the Town (the "Municipal Space"), which poles are owned by one or more companies authorized under G.L. c.166, §21 to erect and maintain such poles for the transmission of intelligence or electricity (the "Pole Owners"); and

WHEREAS, the District desires to erect and maintain a telecommunications line for its use within the Municipal Space pursuant to such permission the Pole Owners may grant, and for that purpose has submitted a petition to the Town under G.L. c.166, §22 to provide for such location (the "Petition"), which Petition is incorporated herein and attached hereto as Exhibit A;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Town hereby grants to the District the non-exclusive right to enter and use the Municipal Space as duly authorized by the Pole Owners, subject to the following terms and conditions:

1. REFERENCE DATA

Date of License:	, 2014
Mailing Address of Licensor:	Board of Selectmen Town of Boxborough 29 Middle Road Boxborough, Massachusetts 01719
Mailing Address of Licensee:	Acton-Boxborough Regional School District District Central Office 16 Charter Road Acton, Massachusetts 01720
Permitted Use:	Installing, using, inspecting, maintaining, and repairing an aerial fiber optic communications cable, and related appurtenances, in the Municipal Space.
Term of License:	This License shall remain in effect for such time as the District maintains the requisite approvals, permits and licenses required to undertake the Permitted Use, as further defined herein, or until otherwise terminated in accordance with the terms herein.

2. RIGHTS APPURTENANT

The District shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of the Municipal Space for the period of this License and only for the purposes of the Permitted Use defined in Section 1.

3. CONDITION OF PREMISES

The District acknowledges and agrees that it accepts the Municipal Space in "as is" condition for the purpose of this License, and that the Town has made no representation or warranty regarding the fitness of the Municipal Space for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the District of all approvals, permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, which approvals, permits and licenses shall include such permission as is needed from the Pole Owners.

5. ALTERATION OF THE PROPERTY

The District shall not make any alterations or improvements within the Municipal Space except to undertake the Permitted Use under this License, and to restore the Municipal Space as closely as practical to its condition prior to the exercise of the District's rights, immediately after they are disturbed by said Permitted Use.

6. CONDUCT OF LICENSEE

Non-interference with the Town's Operations

The District shall at all times conduct itself so as not to interfere in any way with the Town's use of the Municipal Space.

Compliance with Laws

The District shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and the Pole Owners, and with all requirements of its insurance policies.

Repair of Damage

The District shall neither cause nor suffer any waste of the Municipal Space, and shall restore or repair any and all damage to the Municipal Space and the Town's facilities therein resulting from any act, failure to act or negligence of the District. This obligation shall survive the termination of the License.

Costs of Operations

The District shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

7. RISK OF LOSS

The District agrees that it shall use and occupy the Municipal Space at its own risk, and the Town shall not be liable to the District for any injury or death to persons entering the Municipal Space pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the District, or of anyone claiming by or through any of them, that are brought upon the Municipal Space, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the Town, or its employees, agents, contractors or invitees.

8. INDEMNIFICATION

The District agrees to indemnify, defend and hold harmless the Town, to the extent permitted by law, against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property relating in any way to the District's exercise of its rights under this license.

9. INSURANCE

The District shall maintain, at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death and property damage, in an amount acceptable to the Town and sufficient to support the obligations of the District under the terms of this License to indemnify, defend and hold harmless the Town.

The District shall maintain worker's compensation insurance during the construction of any improvements on the Municipal Space, as required by law. The District agrees that any contractor performing work on behalf of the District at the Municipal Space shall carry liability insurance in amounts reasonably satisfactory to the Town, and shall name the Town as an additional insured party.

Failure to obtain and keep in force said insurance, and failure to provide the Town with proof of same upon request, shall automatically terminate this License and any rights granted herein.

10. RIGHTS OF LICENSOR TO ENTER

The Town reserves the right and the District shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Municipal Space at any time and for any and all purposes at the Town's sole discretion, provided that the Town's use shall not interfere with the District's Permitted Use.

11. TERMINATION

This License is terminable by the Town following sixty (60) days written notice by certified U.S. Mail, return receipt requested, upon the District's failure to comply with the terms set forth herein. This License shall expire on the date specified in such notice.

12. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on this _____ day of _____, 2014.

LICENSOR: TOWN OF BOXBOROUGH
By its BOARD OF SELECTMEN

_____ _____

_____ _____

_____

LICENSEE: ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT

_____
By: Glenn Brand
Its: Superintendent, duly authorized

511120/BOXB/0502

ABRSD Network Extension to Blanchard Memorial School

Project Overview

Prepared for:
Boxborough Board of Selectmen
Pole Attachment Hearing
December 8, 2014

Network Services and Needs

- All Acton-Boxborough Regional School District buildings are networked for data via fiber optic Wide Area Network (WAN) EXCEPT for the Blanchard Memorial School in Boxborough that is new to the district.
- The WAN provides many critical services to our schools including (but not limited to):
  - Internet Access
  - Student and Staff Document Storage, File Shares, and Backups
  - Security: Monitoring, Recording, and Remote lockdown capability
  - Library resources
  - School Nursing Data
  - Computer Management and antivirus updates
  - Financial Management

Network Interconnect Options

ABRSD Educational Technology (EdTech) researched several options to bring Blanchard on to the existing WAN. Including:

- **Comcast-Provided Point to Point Fiber Connection**
  - *Comcast built and operates Fiber-Optic WAN (Inet) in Acton, but will not bring it across town lines*
- **Leased "Ethernet Private Line"**
  - *Extremely high cost even for minimal bandwidth (>$10k/Year for 100Mbs)*
- **Wireless Link**
  - *No direct line-of-sight (would require tower attachment)*
  - *Bandwidth limitations (400 Mbs compared to 10Gbs on Fiber)*
- **Virtual Private Network (VPN)-*Currently in Use as temporary connection***
  - *Limited bandwidth (Based on what ISPs provide)*
  - *Limited reliability (Dependent on 2 ISPs and beyond the control of ABRSD)*
- **ABRSD-Installed Point to Point Fiber Connection-*Proposed Option***
  - *Provides best value for ABRSD*
  - *With 12 Strands of fiber, bandwidth, redundancy, and room for future expansion are incoorperated.*

Project Timeline-Past

- **August 2013-** ABRSD EdTech begins researching options for network interconnect.
- **December 2013-** First "official" discussion of project between ABRSD and Town of Boxborough. Optimistic about an extension to Acton's Inet built by Comcast.
- **May 2014-** After months of discussion, Comcast responds that they are unable to construct an extension to the Acton Inet.
- **July 2014-** AB EdTech establishes secure VPN connection to allow basic network services to function across two isolated networks.
- **August 2014-** AB EdTech encumbers funds (~$38K) with contractor for fiber connection.
- **September 2014-** ABRSD meets with Town of Boxborough to seek approval for use of municipal space on poles.
- **October 2014-** AB EdTech encumbers additional funds (~$3K) for pole survey process to provide information for petition.
- **December 8, 2014-** Pole Attachment Hearing Scheduled with Boxborough Board of Selectmen.

Proposed Option: ABRSD-Installed Fiber

- 12 Strands of Single Mode Fiber (0.6 inch Diameter) provides ample capacity for redundancy and future expansion.
- Fiber originates at ABRSD Network Core (RJ Grey JHS) and runs approx 1.7 miles in Acton to the town line (Via Massachusetts Avenue)
- Fiber continues across the town line into Boxborough and runs an additional 1.0 miles (approx) to the Blanchard Memorial School.
- Fiber would be attached to poles in Acton and Boxborough's respective "municipal space," at the top of the communications section, with a minimum 40" clearance below the electrical secondary. This cable would be the highest of any other communications cabling on the pole.
- Going forward, ABRSD would own the fiber as well as maintenance and repairs as needed.

Proposed Option: ABRSD-Installed Fiber

- Boxborough-based company, Commtract Corporation, has been selected to perform the construction and provide project management and support.
- Commtract has a long history of installing similar Municipal Area Networks and has quoted the project under MA State contract ITC-54
- Commtract is fully insured for its operations and will comply with relevant codes, guidelines, and industry- standard practices throughout the project.
- Police details will be used to ensure contractor, motorist, and pedestrian safety while crews are working along the route.

Questions?

- Brendan Hearn- EdTech Technical Operations Manager (Project Manager)
- Amy Bisiewicz- Director of Educational Technology
- Bryan Hopkins- President, Commtract Corporation

Boxborough for CPA BQC (Ballot Question)
328 Joseph Rd
Boxborough MA 01719
c/o Ronald Parker

Town of Boxborough

88

Middlesex Savings Bank
NATICK, MA 01760

Treasurer's Check

53-7122/2113

No. 350769

Date: 12/02/2014

Pay to the Order of *****Town of Boxborough*****

Amount $992.31

Nine Hundred Ninety-Two and 31/100********************************* DOLLARS

Memo: Donation from Boxborough CPABQC dissolution

Authorized Signature

NOTICE TO CUSTOMER: ACCORDING TO MASSACHUSETTS UNIFORM COMMERCIAL CODE (3-312) A REPLACEMENT CHECK FOR A LOST, STOLEN, OR DESTROYED TREASURER'S CHECK CANNOT BE ISSUED UNTIL AT LEAST 90 DAYS AFTER THE DATE OF THE CHECK.

⑈350769⑈ ⑆211371227⑆ 87050000 1⑈

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Internal Communications and Outgoing Communications
December 8, 2014

1. Letter from Sean M. McCarthy, Deputy General Manager/Executive Director of Operations, Massachusetts Department of Transportation, dated November 10, 2014, to BoS Chair Amoroso regarding the application of road salt at highway/railway crossings.

2. Letter from National Grid Directors of Community & Customer Management dated November 2014 to BoS Chair Amoroso regarding natural gas pipeline safety, including a guide for recognizing and responding to pipeline emergencies and an overview of National Grid's damage prevention program.

3. Letter from Timothy G. Murnane, Comcast – Greater Boston Region Vice President, External Affairs, dated November 19, 2014, to the Board of Selectmen regarding the extension of free high-speed Internet service to Boxborough's schools and library.

4. "A Resident's Guide to Winter Snow Removal Operations," describing plowing and salting procedures, from the DPW.#

# Indicates that the item has been previously distributed.

9b

Minutes, Notices, and Updates
December 8, 2014

Minutes

1. Minutes of the Finance Committee meeting held November 17, 2014.
2. Minutes of the Personnel Board meeting held October 29, 2014.
3. Minutes of the Conservation Commission meeting held October 15, 2014.

Notices

1. Notice of a Personnel Board meeting held December 3, 2014.
2. Notice of a Finance Committee meeting to be held December 8, 2014.
3. Notice of a meeting of the Sargent Memorial Library Trustees to be held December 9, 2014.
4. Notice of a Steele Farm Advisory Committee meeting to be held December 16, 2014.
5. Notice of a Zoning Board of Appeals decision rendered on November 18, 2014, regarding a Special Permit for Assessor's Parcels #10-4-172.2 and -172.3 on Massachusetts Avenue.

9c

General Correspondence
December 8, 2014

1. The Sudbury Valley Trustees newsletter *The Wren*, November 2014.