



BOARD OF SELECTMEN
Meeting Agenda
March 16, 2015
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER (TOWN ADMINISTRATOR'S OFFICE), 6:30 PM

2. EXECUTIVE SESSION

Move to convene in executive session in the Town Administrator's office to discuss strategy with respect to collective bargaining (all CBU's) and to reconvene in open session at 7:30 PM in the Grange meeting room to continue the regular business on the agenda

**ROLL CALL
VOTE:**

N.B. Chair shall state: "To conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board."

RE-CONVENE IN GRANGE MEETING ROOM, 7:30 PM

3. ANNOUNCEMENTS

4. PUBLIC HEARING ON PERSONNEL PLAN AND CLASSIFICATION AND COMPENSATION SCHEDULE, 7:35 PM

5. APPOINTMENTS

- a) David Lindberg, Inspector of Buildings, to discuss proposed changes to Grange meeting room and other updates, 7:55 PM
- b) Fire Chief, Randolph White, to discuss request to increase ALS rates, 8:15 PM
- c) Police Chief, Warren Ryder, to discuss potential new position of Police Lieutenant, 8:30 PM
- d) Loretta Crowley, to discuss petition article, "Restoring & Maintaining Constitutional Governance Resolution of Boxborough, MA", 9:00 PM
- e) Citizens' concerns

6. MINUTES

- a) Regular session, February 23, 2015
- b) Executive session, February 23, 2015
- c) Executive session, March 3, 2015
- d) Executive session, March 9, 2015

**ACCEPT & POF
ACCEPT & POF
ACCEPT & POF
ACCEPT & POF**

7. SELECTMEN REPORTS

8. OLD BUSINESS

- a) Boxborough Solar Initiative RFP
 - i. *Move to approve the Boxborough Solar Initiative RFP as revised and charge the Town Administrator with: 1) coordinating final review by Town Counsel, and 2) issuing RFP upon completion of review*
 - ii. *Move to submit letter to the editor (The Beacon) to inform the public of the upcoming Boxborough Solar Forum being held at the Sargent Memorial Library on April 16, at 7 PM*
- b) FY 16 Budget – continued discussion and start voting departmental budgets

**VOTE:
VOTE:
VOTE:**

- c) Annual/Special Town Meeting – continued discussion

9. NEW BUSINESS

- a) Robert J. Bielecki, re-appointment as Police Officer, 7:30 PM
Further to the recommendation of Police Chief Ryder, move to re-appoint Robert J. Bielecki as Police Patrol Officer for a term commencing March 11, 2015 and ending on June 30, 2015 **VOTE:**
[NB: Officer Bialecki had been appointed to a probationary term last year; this appointment will take him to June 30, at which time he will be re-appointed for FY 16, along with other staff]

- b) Request of the Acton Boxborough Cultural Council (ABCC) to serve wine at the ABCC's annual grant reception (4/10/15) and to waive the fee
Move to permit the Acton Boxborough Cultural Council to serve wine at its 2015 annual grant Reception, being held at the Sargent Memorial Library on April 10, 2015, subject to the conditions specified on the application, and further, to waive the fee **VOTE:**

10. CORRESPONDENCE

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

11. PRESS TIME

12. CONCERNS OF THE BOARD

13. ADJOURN

Personnel Plan & Classification and Compensation Schedule

**LEGAL NOTICE
BOXBOROUGH BOARD OF SELECTMEN/
PERSONNEL BOARD
PUBLIC HEARING
PROPOSED REVISIONS TO PERSONNEL PLAN AND
THE CLASSIFICATION AND COMPENSATION SCHEDULE**

The Board of Selectmen and Personnel Board will hold a public hearing on Monday, March 16, 2015 at 7:35 p.m. in the Grange Meeting Room, Boxborough Town Hall, 29 Middle Road, to consider proposed revisions to the Personnel Plan and the Classification and Compensation Schedule. The proposed revisions will be available for review on the Town's website at www.boxborough-ma.gov or on the bulletin board outside the Town Clerk's Office on 2/26/15.

All are welcome to attend.

Per Order
Board of Selectmen

ARTICLE 4 AMEND FY 2016 PERSONNEL ADMINISTRATION PLAN
(Majority vote required)

To see if the Town will vote to amend the Personnel Administration Plan to reflect administrative changes as summarized below and for which the complete text of the proposed revisions is on file in the Town Clerk's office and is also available on the Town's website; further, by amending the Classification and Compensation Schedule, formerly know as Schedules A & B; or to take any other action relative thereto.

The Personnel Board recommends (5-0*).

While many amendments to the Plan are housekeeping changes, amendments to hiring practices, vacations, and sick leave reflect the Personnel Board's efforts to attract and retain outstanding non-union town employees.

Housekeeping amendments include administrative adjustments in response to the new Regional School Committee and unification of the Classification and Compensation Schedule into a single schedule.

To occasionally attract a highly experienced candidate to work for the Town, an amendment to hiring practices allows department heads to offer a higher-than-minimum pay step (with the recommendation of the Personnel Board and approval of the Board of Selectmen).

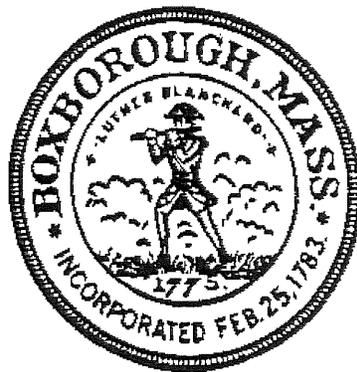
To improve non-union employees' job satisfaction and performance, the Personnel Board recommends that employees receive a modest increase in vacation with pay, while limiting to two weeks the accrued vacation time an employee may carry into the next fiscal year. (Under special circumstances, department heads may allow a carryover of more than two weeks.) ***The Personnel Board's internal vote regarding vacation changes was 4-1.**

To describe the reasons an employee is permitted to take paid sick leave, a number of amendments reflect the terms of the Massachusetts Paid Sick Leave Law passed in November 2014. Amendments regarding unpaid leaves of absence follow the provisions of the Family and Medical Leave Act.

To bring hourly wages into compliance with new state minimum wage provisions, an amendment adjusts the pay scale of five non-union positions. Additionally, wages and salaries reflect a COLA increase of 1.5%.

Town of Boxborough, MA

PERSONNEL ADMINISTRATION PLAN



EFFECTIVE DATE November 1, 1987

Current as of ~~May 12, 2014~~

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ARTICLE I. PERSONNEL ADMINISTRATION PLAN AND PERSONNEL BOARD

Section 1. In accord with the provisions of MGL Chapter 41, Sections 108 A and 108 C, and every other power it thereto in any way enabling, the Town of Boxborough, in Town Meeting assembled, hereby establishes this Personnel Administration Plan for the Town of Boxborough (hereinafter referred to as the "Plan"), as well as a Personnel Board (hereinafter referred to as the "Board") to administer said plan and other provisions of its By-Laws pertaining to personnel, this 1st day of July, 1980.

Amended
ATM 2000

This Personnel Administration Plan does not create a contract nor is it to be interpreted or construed as creating any contractual obligations of any kind between the Town and any of its employees.

ARTICLE II. APPLICATION

Section 1. The Plan set forth below classifies all positions occupied by employees of the Town of Boxborough into groups and classes doing substantially similar work and having substantially equal responsibilities.

Amended
STM 11/26/84

The plan includes those persons who have retired from employment with the Town under conditions specified in Section 6, Article XII, as amended.

Section 2. The Plan applies to all employees of the Town, except positions filled by popular election, ~~and those under the direction of the School Committee.~~

Amended
ATM 2002
Amended
ATM 2009

A collective bargaining agreement with conflicting provisions prevails over the terms of this Personnel Administration Plan.

ARTICLE III. DEFINITIONS

Section 1. The Plan shall be administered by the Personnel Board consisting of five (5) unpaid members residing in Boxborough, each of whom shall be appointed by the Board of Selectmen for a term of three years.

Amended
ATM 1995
Amended
ATM 2006
Amended
ATM 2008

Section 2.

Employee Categories

Amended
ATM 2009
Amended
ATM 2009

- a. Regular, Full-Time Employees are employees of the Town who are regularly scheduled to work 40 hours during their regular work week.
- b. Regular, Reduced-Hours Employees are employees of the Town who are regularly scheduled to work at least 20 hours, but less than 40 hours during their regular work week.
- c. Regular, Part-Time Employees are employees of the Town who are regularly scheduled to work less than 20 hours during their regular work week.
- d. Temporary, Full-Time Employees are employees of the Town who are scheduled to work 40 hours during their work week for a period which does not exceed four consecutive months.
- e. Temporary, Reduced-Hours Employees are employees of the Town who are scheduled to work at least 20 hours, but less than 40 hours, during their work week for a period which does not exceed four consecutive months.
- f. Intermittent Employees are employees who are employed from time to time to meet the needs of the Town as they arise.
- g. Exempt Employees are Administrative, Executive, and Professional employees, as defined by the Fair Labor Standards Act. ~~The exempt positions are indicated on Schedule A.~~ Exempt employees are exempt from only Article III, Section 4 and Article VII Sections 1 through 5 and Article VIII Section 1. All

Amended
ATM 2009

Amended
ATM 2009

Amended
ATM 1995

Amended
ATM 1995

- other provisions of the Bylaw shall apply.
- h. Exempt Trainees are those people who are being trained for jobs and will receive no compensation during the ~~trained~~ training period. This category must follow the six criteria outlined in the Fair Labor Standards Act.
1. The training, even though it includes actual operation of the facilities of the employer, is similar to that which would be given in a vocational school.
 2. The training is for the benefit of the trainees.
 3. The trainees do not displace regular employees, but work under close supervision.
 4. The employer that provides the training derives no immediate advantage from the activities of the trainees, and on occasion operations may actually be impeded.
 5. The trainees are not necessarily entitled to a job at the completion of the training program.
 6. The employer and the trainee understand that the trainees are not entitled to wages for the time spent in training.

Amended
ATM 1995

- i. Per Diem Workers are those workers who are hired to meet the staffing needs of the Town i.e., special police officers, part-time firefighters and other intermittent employees

Amended
ATM 2002

- ~~j. Department Head/Chief is any individual, permanent or acting, filling a position listed in Schedules A and B under "Department Heads.~~

Section 3.
Amended
ATM 2000
Amended
ATM 2006

Pay Period is a fourteen-day period.

Section 4.
Amended
ATM 1995
Amended
ATM 2006

Regular Work Period shall consist of forty (40) hours during each week, unless the Town requires fewer hours of work from such position.

Section 4a.
Amended
ATM 1995
Renumbered
ATM 2006

Regular Work Period Per Diem Firefighter/EMT - The regular work period for Per Diem Firefighter/EMTs shall consist of a maximum of 50 hours in any one week.

Section 4b.
Amended
ATM 1995
Renumbered
ATM 2006

Regular Work Period Special Police Officers - The regular work period for Special Police Officers shall consist of a maximum of 40 hours in any one week.

Section 5.
Amended
ATM 1999
Amended
ATM 2009

Continuous Service is any period of continuous paid service, including paid leaves of absence and time on Workmen's Compensation, but excluding unpaid leaves of absence, other than unpaid leaves of ~~absence~~ absence for military service. Service accumulation will restart after the completion of the unpaid leave.

Section 6.

Seniority shall be computed substantially in accord with the provisions of MGL Chapter 31, Section 33.

Section 7.
Amended
ATM 1993

Grievance is a dispute arising under and involving the interpretation, meaning, or application of any of the express provisions of this Plan.

Section 8.
Amended
ATM 2000

At Will. Employment with the Town is voluntarily entered into and is therefore "at will." The employee is free to resign at any time. Similarly the Town may

terminate the employment relationship at any time, with or without cause, so long as there is no violation of applicable state or federal law.

Section 9.

Amended
ATM 2002

Partner is defined as a member of an entity, formed by two persons, in which the individual and employee shall reside together in a common household in a relationship of mutual support, caring, and commitment, and intend to do so indefinitely. Partners must consider themselves to be a family, be each other's sole domestic partner, and be eighteen years old or over. Neither individual may be married to anyone nor have a different domestic partner, nor may the partners be related by blood closer than would bar marriage in the Commonwealth of Massachusetts. Further, the individuals must share basic living expenses, e.g., basic food, shelter, and other joint expenses, and the employee shall show evidence of this.

Section 10.

Amended
ATM 2009 (moved
from Misc.Provisions
formally Article XVI)

Whenever gender based personal pronouns are used in the Plan, they shall be read with equal force and meaning as referring to either gender.

Section 11.

The Schedule is defined as the "Classification and Compensation Schedule," which is found at the end of the Plan.

ARTICLE IV. ADMINISTRATION

Section 1.

Amended
ATM 1995
Amended
ATM 2006

The Plan shall be administered by the Personnel Board, as defined in Article III Section 1 of the Plan.

Section 2.

Amended
ATM 1995
Amended
ATM 2008

The five members of the Board shall not be deemed employees of the Town.

Section 3.

Amended
ATM 1993

The Board shall establish such policies, procedures, and regulations as it deems necessary for the administration and maintenance of the Plan including the schedules annexed thereto. The policies, procedures, and regulations shall be subject to review and approval by the Board of Selectmen.

Section 4.

The Board may employ such assistance and incur such expenses as it deems necessary to carry out its duties, subject always to the availability of monies appropriated by the Town for that purpose.

Section 5.

The Board shall elect a Chairman and a Clerk from among its members each year. A majority of the Board shall constitute a quorum for the transaction of business. The votes of a majority of all the members of the Board shall be necessary on any matter upon which it is authorized to act.

Section 5a.

Amended
STM 12/5/94

Members shall attempt to attend all meetings of the Board. Except for periods of vacation or other unusual or extenuating circumstances, if a Board member misses more than five (5) meetings annually, a majority of the Board may vote to recommend to the appointing authority removal of that member from the Board.

Section 6.

The Board shall cause the following personnel records to be maintained in a secure place for each employee of the Town.

a. a copy of the letter offering employment and containing:

- i. starting date
- ii. starting rate of pay
- iii. job title and job description
- iv. employee category
- v. scheduled work hours
- vi. benefits
- b. application form
- c. references
- d. date of birth
- e. Social Security number
- f. changes in pay
- g. performance evaluations (one at least every 12 months)
- h. other information that the Board may deem proper and necessary to the effective administration of the Plan

Amended
ATM 2009

Section 6a.

Amended
ATM 2000

A central personnel file, for all positions subject to the Classification and Compensation plans and the employees occupying these positions, shall be established in the Office of the Board of Selectmen. Original files shall be maintained for the Personnel Board by the Town Administrator, or person designated by the Town Administrator. A copy of the files may be maintained by the Department Head, on site, provided the file copies are under lock and key and access is restricted.

These records shall contain the information prescribed in Article IV, Section 6, above. Each employee of the Town, and all future employees except elected officials, ~~and these employees under the direction and control of the School Committee,~~ shall be required to complete the "Application for Employment" form in order to update and maintain the basic personnel file data. The Town Administrator will furnish these forms to each Department Head. The Department Head shall be responsible for furnishing all data needed for the completion of the personnel record.

Amended
ATM 2009

No material derogatory to an employee shall be filed in a personnel record without the knowledge of the individual employee.

Employees shall have the right to inspect the contents of their personnel files in the presence of the Town Administrator or the designated representative of the Town Administrator.

Section 7.

Amended
STM 10/5/87

The Board will establish and maintain a Position Classification Plan, ~~for each classification in Schedule A.~~

ARTICLE V. THE POSITION CLASSIFICATION PLAN

Section 1.

Amended
STM 10/5/87

Definitions

- a. A position is a group of currently assigned duties and responsibilities, requiring the full or part-time employment of one person. A group may be occupied or vacant.
- b. A class is a group of positions (or one position) that:
 - 1. Has similar duties and responsibilities;
 - 2. Requires like qualifications; and
 - 3. Can be equitably compensated by the same salary range.
- c. The class title is the official designation or name of the class as stated in the class specification. It shall be used on all personnel records and actions. Working or office titles may be used for purposes of internal administration.

Section 2.

Amended
ATM 1990

Classification of Positions

All positions occupied by employees of the Town are hereby classified into the groups and classes set forth in ~~Schedule A~~ the Classification and Compensation Schedule, which ~~Schedule A~~ is incorporated in this Plan and made a part hereof. ~~(effective date November 1, 1987)~~

Section 3.

Amended
ATM 1990

Allocation of New Positions

The Department Head or other supervisor shall complete a position description covering the duties and responsibilities of each proposed position. The Board with approval of the Board of Selectmen shall allocate the position to one of the classes in the position classification plan. If a suitable class does not exist, the Department Head or other supervisor shall establish a new class in accordance with the provisions of Section 7 of this Regulation and allocate the position to it.

Section 3a.

Amended
ATM 1990
Amended
ATM 2009

Allocation Appeals

If an employee has facts that indicate to the employee that said employee's position is improperly allocated, the employee may request, through the Department Head, that the Personnel Board review the allocation of the position. Such request shall be submitted in writing and shall contain a statement of justification. The employee shall have a right to file a grievance, in accordance with the provisions of Article XV of this Plan, if the Department Head does not submit the allocation request for review by the Personnel Board.

Section 4.

Amended
STM 10/5/87
Amended
ATM 2009

Amended
ATM 2009

Maintenance of the Plan

- a. Each time a vacancy occurs, if the appointing authority feels it is necessary, a position description shall be completed and submitted to the Personnel Board for a review of the allocation of the position.
- b. Each time a department is reorganized, position descriptions for all affected employees shall be submitted by the Department Head to the Personnel Board for review.
- c. The Personnel Board may require Department Head(s) to submit position descriptions on a periodic basis, or any time it has reason to believe that there has been a change in the duties and responsibilities of one or more positions.
- d. Each time a new class is established, a class specification shall be written and incorporated into the existing plan. The class title shall be added to the schematic list of titles. Likewise, an abolished class shall be deleted from the position classification plan by removing the class specification and eliminating the class title from the schematic list of titles.
- e. Two years after adoption of this regulation, the Personnel Board shall conduct a general review of the position classification plan to be followed by a minimum of at least one general review in each succeeding two-year period.

Section 5.

Amended
ATM 1999

Interpretation of Class Specifications

The class specifications are descriptive and not restrictive. They are intended to indicate the kinds of positions that shall be allocated to the classes.

Section 6.

Official Copy of the Positions Classification Plan

The Personnel Board shall be responsible for maintaining an official copy of the position classification plan. The official copy shall include regulations for administration, schematic list of class titles and class specifications, plus all amendments thereto. A copy of the official plan shall be available for inspection by the public under reasonable conditions during business hours.

Section 7.

Amended

Amendments to the Position Classification Plan

Each time it appears desirable to establish a new class of positions or to abolish a

ATM 2002

current class of positions, the Personnel Board shall propose such change by modifying ~~the Schedule~~Schedule A for approval at Town Meeting.

ARTICLE VI. THE PAY PLAN

Section 1.

New Appointees

Amended
STM 10/5/87
Amended
ATM 2009

a. Generally, a new employee shall be paid the minimum rate of pay for the employee's class, which will be based upon the assumption that the employee meets the minimum qualifications stated in the class specification.

Amended
ATM 2009

b. If a new employee more than meets the minimum qualifications, the Department Head shall have the discretion to place the employee on a higher step with the recommendation of the Personnel Board and approval of the Board of Selectmen.

~~and will not accept appointment at the minimum rate of the class, an exception may be granted upon the prior approval of the Personnel Board and Board of Selectmen allowing the employee to be appointed at the second step or in unusual cases at a still higher step. This practice should be used in emergencies only. Cases should be thoroughly analyzed and measured against objective standards. In addition, every effort should first be made to recruit a qualified employee who will accept appointment at the minimum rate of the class.~~

Amended
ATM 1995
Amended
ATM 2009

c. Each new employee shall be required to serve a training period of six months, which period is counted beginning from the first date the employee works, not including time spent as an exempt trainee. Unsatisfactory trainee employees shall be separated on or before the completion of their training period. The written approval of the employee's Supervisor and the Board of Selectmen shall be required before the employee shall become a regular full-time, regular reduced-hours or regular part-time employee.

Section 2.

Promotions

Amended
ATM 2009

a. When an employee is promoted to a position in a higher class, the employee's salary shall be increased to the minimum rate for the higher class. In the case of overlapping ranges, the promoted employee shall be increased to the step immediately above the employee's present salary.

Amended
ATM 2009 (moved
from Misc.Provisions
formally Article XVI)

b. Any regular full-time employee specifically assigned by the Department Head to a higher hourly rated position for the purpose of fulfilling all of the duties of that position for one-full shift or more, i.e. temporarily promoted, shall be paid at a rate equal to the rate of the incumbent, but no more than step 3. However, the employee shall not suffer a reduction in pay.

Section 3.

Transfers

There shall be no immediate change in the salary rate of an employee who is transferred, unless the employee's salary is below the approved minimum of the new position. If a new employee is transferred to a position in a class having a higher salary rate than the class from which the employee was transferred, such change shall be deemed a promotion and the provisions governing promotions shall apply.

Section 4.

Demotions

Amended
STM 10/5/87
Amended
ATM 2009

When an employee is demoted to a lower class position, the employee shall be paid at a rate that is within the approved range for the employee's lower class position. The rate of pay will be set by the Department Head and reviewed by the Personnel Board.

Section 5.

Reallocation Downward

Amended

When an employee's position is reallocated to a lower class of positions, the

ATM 1990 employee shall be permitted to continue at the employee's present rate of pay during the period of incumbency (except in the event of general service-wide reductions), but shall not be entitled to a salary increase.

Section 6. Reinstated Employees
Amended
ATM 2009 A reinstated employee shall be paid at a salary rate within the approved range for the position to which the employee is reinstated. The Department Head will establish the rate, which will be reviewed by the Personnel Board.

Section 7. Merit Salary Adjustments
Amended
ATM 2002
ATM 2013 On an annual basis, the Board of Selectmen, in consultation with the Personnel Board, will determine whether step advancements will be granted to employees who are paid under the personnel plan. If after such review it is determined that step advancements will be granted for a given year, then employees with one (1) or more years of service who have achieved an overall performance rating of "meets requirements" or better will be advanced to the next step within their job classification on the following July 1. New employees who were hired before January 1 who have achieved an overall performance rating of "meets requirements" or better will also be advanced to the next step within their job classification on the following July 1. New employees who were hired after January 1 who have achieved an overall performance rating of "meets requirements" or better will move to the next step within their job classification on the July 1 that follows the employee's completion of a full year of employment.

Section 8. Responsibility for Administration
Amended
ATM 1999 The Personnel Board, with the approval of the Board of Selectmen, shall be responsible for administering the pay plan for all positions. The Boards shall be responsible for making arrangements to insure that the administration of the plan for all employees is on an equitable basis.

Section 9. Interpretation
The Personnel Board shall be responsible for interpreting the application of the plan to all pay problems that are not specifically covered by this regulation, using the principles expressed herein as a policy guide.

Section 10. Initial Adjustment to the Pay Plan
Section Deleted
ATM 2009

Section 10. Review and Amendment of the Pay Plan
Amended
ATM 1990
Renumbered
ATM 2009

a. Prior to the annual submission of their budget, but no later than January 1, the Board of Selectmen, assisted by the Personnel Board, shall have completed a review of the pay plan and shall submit recommended amendments.

b. The rates of pay for each class of positions prescribed in the position classification plan for the Town of Boxborough (~~Schedules A & B~~) shall be changed and rates of pay for new classes of positions shall be established by Town Meeting.

ARTICLE VII. HOURS OF WORK AND OVERTIME

Section 1. The regular workweek of all regular full-time employees shall consist of forty (40) hours in any one week.
Amended
ATM 2006

Section 2. The regular work period for Per Diem Firefighter/EMTs shall consist of a maximum of 50 hours.
Amended
ATM 1995

Renumbered
ATM 2006

Section 3. The regular work period for Special Police Officers shall consist of a maximum of 40 hours.
Amended
ATM 1995
Renumbered
ATM 2006

Section 4. A non-exempt employee, shall be paid at one and one-half (1.5) his/her regular rate for work

- Amended
ATM 2002
Amended
ATM 2006
Amended
ATM 2009
1. in excess of forty (40) hours, or in the case of a Per Diem Firefighter/EMT, fifty (50) hours in one (1) week, and/or
 2. in excess of eight (8) hours in one (1) day, or in the case of a Per Diem Firefighter/EMT, in excess of his/her shift hours, when required in an emergency or safety threatening situation, and/or
 3. all work performed on Saturday and Sunday when NOT part of the regularly scheduled workweek.

Incidental overtime, such as incurred helping a citizen who asked for service late in the day, should be compensated with an equal amount of time arriving late or leaving early another day during the same week.

Amended
ATM 2009

All overtime must be pre-approved by the Department Head or designee.

Overtime shall be equitably distributed among personnel in each department who ordinarily perform such related work in the normal course of their work week. Employees who are offered overtime work and refuse will be credited with having had their turn.

Section 5. In lieu of the overtime compensation provided in Section 4, a regular full-time employee may receive paid time off at the rate of 1.5 times each hour worked in excess of forty hours during any pay week, provided that:

All sub-sections
Amended
STM 10/5/87

- a. The employee secured the approval thereof of the employee's Department Head.
- b. In the event that an employee gives the Department Head notice, at least four weeks in advance, of the time that the employee wishes to take, the Department Head shall approve such request, unless at the Department Head's sole discretion, an emergency exists. In the event said notice shall be given less than four weeks in advance, the Department Head may deny such request so long as the Department Head's decision is not unreasonable.

No employee may take more than five days off in lieu of compensation during any fiscal year.

Section 6. Exempt Employees are those Administrative, Professional, and Executive employees, as defined by the Federal Fair Labor Standards Act, and they are exempt from the provisions concerning the length of the work-week. Their annual salary is considered adequate compensation for the completion of those tasks required by their job.
Amended
ATM 1995

Section 7. All non-exempt employees, including per diem, are paid overtime for working on holidays.
Amended
ATM 2000

ARTICLE VIII. OTHER FORMS OF PAY

Section 1.

Amended
ATM 1996
Amended
ATM 2006

Call in Pay

If any employee is called to work while the employee is not scheduled to be on duty, the employee shall be compensated for the time worked at the employee's hourly rate, but in no event shall the employee's compensation be measured by less than four hours.

Section 2.

Detail Pay

1. Town Details. A Special Police Officer working a town detail will be compensated at one and a half (1.5) times the hourly rate established for Special Police Officer under ~~Schedule B~~ the Schedule.
2. Private Details. A Special Police Officer or Per Diem Firefighter/EMT working a private detail will be compensated at the rate of forty-five dollars (\$45) per hour, for a minimum of four (4) hours. After four (4) hours worked, an employee working the private detail will be compensated at the rate of forty-five dollars (\$45) per hour, for a minimum of eight (8) hours. An employee working additional hours in excess of eight (8) hours will be compensated on an hour to hour basis at the rate of sixty-seven dollars and fifty cents (\$67.50) per hour for those hours in excess of eight (8) hours. All private details shall be billed to the contractor.

Renumbered
ATM 2013

Section 3.

Amended
ATM 2002

Education Reimbursement

Full-time employees are eligible for reimbursement of tuition and the cost of books, within the limits of the approved educational budget for the department, provided that:

The course provides for professional development related to the employee's current work assignment.

Amended
ATM 2009

Amended
ATM 2009

1. Any such course is approved in advance by the Department Head or designee.
2. The course is completed with a grade of B or better.
3. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or State University, full tuition remission shall apply. For enrollment in any non-state-supported course or program offered through continuing education at any Community College, State College, or State University, fifty percent (50%) tuition remission shall apply.

Section 3.
Section Deleted
ATM 2001

Longevity Pay

ARTICLE IX. HOLIDAYS

Section 1.

Amended
ATM 1990

All regular, full-time employees, whose compensation is based on an hourly or a weekly rate, will be allowed the following holidays with pay:

New Year's Day
Martin Luther King's Birthday
President's Day
Patriots Day
Memorial Day
Independence Day
Labor Day

Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Each holiday will be observed by the Town on the day designated by State law.

Section 2.
 Amended
 ATM 1980

If any such employee is required to work on a day which has been designated for their observance of such a holiday, the employee shall be compensated for the time worked at 1.5 times the employee's hourly rate in addition to the pay provided by Section 1 above.

Section 3.
 Amended
 ATM 1980

All regular, reduced-hours employees shall be entitled to the holidays listed in Section 1 except that the number of hours per holiday shall be multiplied by a fraction of which the numerator is average number of hours worked by such employee each week and the denominator is forty.

ARTICLE X. VACATIONS

Section 1.
 Amended
 ATM 2002
 Amended
 ATM 2006
 Amended
 ATM 2009

All regular full-time employees shall accrue vacation with pay as follows:

<i>SERVICE</i>	<i>ACCRUAL RATE</i>	<i>VACATION</i>
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	6.67 8 hours per month	Ten (10) <u>Twelve (12)</u> work days
After five (5) years	10 <u>11.33</u> hours per month	Fifteen (15) <u>Seventeen (17)</u> work days
After ten (10) years	13.34 <u>14.67</u> hours per month	Twenty (20) <u>Twenty-two (22)</u> work days

Employees shall be allowed to use vacation in half-day increments.

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 chart 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.
 Amended
 ATM 2002

Regular reduced-hours employees shall be entitled to vacation according to Section 1 except that the resulting days shall be multiplied by the average number of hours worked each week and then divided by forty (40).

Section 3.
 Amended
 ATM 2002

Regular part-time, per diem, and intermittent employees do not accrue vacation time.

Section 4.

Vacation time shall not be accrued during any unpaid Leave of Absence.

Section 5.
 Amended
 ATM 2002

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.~~ No more than two (2) weeks vacation time may be deferred by the employee for a maximum of one (1) year. Under unusual or extenuating circumstances, additional accrued vacation time may be carried over at the discretion of the Department Head. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 7 through 9 of this Article.

Section 6. The Department Head shall approve all vacation schedules.
Amended
ATM 2009

Section 7. If a regular, full-time employee shall retire, or if the employee shall terminate employment, said employee shall be entitled to a lump sum payment on termination in the amount of base pay to which the employee would have been entitled for unused vacation under Sections 1 and 2 of this article.
Amended
ATM 1993
Amended
STM 12/5/94
Amended
ATM 2002
Amended
ATM 2009

Section 8 If a regular, reduced-hours employee shall terminate employment in the manner set forth in Section 7 above, the employee shall be entitled to the benefits granted to full-time employees computed in the manner provided in Section 2 above.

Section 9. If a regular, full-time employee or a regular, reduced-hours employee shall die, the benefits to which said employee would be entitled under Sections 7 and 8 above shall be paid to the employee's estate.

Section 10. If, after beginning an approved vacation, a regular full-time employee is ordered by the appointing authority or its designee to return to work, the Town shall give such employee three (3) days vacation time for each day affected, and shall also reimburse such employee for any vacation expenses incurred as a result of being thus ordered to work.
Amended
ATM 1987

Section 11. VACATION PAY: If a payday falls during a scheduled vacation, the employee may request that money be paid in advance. In order to minimize the impact on Payroll and Accounting, advance vacation pay must be requested, in writing to the Town Treasurer, not less than 28 days in advance of the date the check would be issued. Employees' written requests will be acknowledged to minimize the chances for error.
Amended
ATM 2000

For employees on direct deposit, no special request is necessary. Pay will be deposited, as usual, during the vacation period.

ARTICLE XI. PAID LEAVES OF ABSENCE

Section 1. SICK LEAVE

Amended
ATM 1987
Amended
ATM 1993
Amended
ATM 2002

- a. Each regular full-time and regular reduced-hours employee shall be entitled to one day, of the same number of hours as regularly or on average worked, of paid sick leave for each five (5) calendar weeks of continuous service per year to be used in case of illness, or injury, or other temporary disabilities which necessitate the employee's absence from work, except for a disability arising from the use of narcotics, the excessive use of alcohol or conduct which is cause for termination of the employee's employment.

In addition, an employee shall be permitted to use sick leave for the following reasons:

- i. To care for a physical or mental illness, injury or medical condition affecting the employee or the employee's child, spouse, parent or parent of a spouse

Amended ATM
1987

ii. To attend routine medical appointments of the employee or the employee's child, spouse, parent or parent of a spouse

iii. To address the effects of domestic violence on the employee or the employee's dependent child

- b. No such employee may accumulate more than 180 days of sick leave with pay, hold more than 180 days of sick leave with pay at any one time, or accumulate such leave during any calendar month in which the employee is absent from work for more than twenty days on account of temporary disability or other paid leave of absence.
- c. If on sick leave, such employee may be compensated at the employee's regular rate of pay for absences of not more than three (3) consecutive working days, provided that the Department Head is satisfied that the employee's absence was caused by a temporary disability described in paragraph a. of this Section.
- d. ~~Sick leave with pay will be allowed for more than~~ The Department Head may request a doctor's certificate if an employee has been out on sick leave for more than three (3) consecutive working days, only upon submission of a doctor's certificate satisfactory to the Department Head, a copy of which certificate will be filed with the Town Accountant. No payment on account of sick leave may exceed the employee's accrued sick leave benefit.
- e. If any such employee shall be compensated for working at another occupation during any such period of temporary disability, the employee shall forfeit all sick leave with pay to which the employee might otherwise be entitled for every day devoted to such other occupation.
- f. In the event that such an employee shall be entitled to disability compensation pursuant to the provisions of the Workman's Compensation Act, the employee may take whatever sick leave benefits to which the employee may otherwise be entitled to bring the total compensation up to the full rate of pay provided for the employee's other position.
- g. When an employee is on sick leave or receiving Amended Worker's Compensation benefits and the employee's accrued sick time expires, further benefits under this plan will no longer accrue. Health insurance and other benefits that do continue to apply will be consistent with COBRA and MGL's c. 152 and 32B.

Amended
ATM 1980
Amended
ATM 1993

Section 2.

Amended
STM 11/19/79
Amended
ATM 2002
Amended
ATM 2006

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 a regular, full-time employee shall die, the Department Head shall grant such 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 a regular, full-time employee, or of the employee's spouse or partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day.

Section 3.

Amended
ATM 2009

JURY DUTY

If a regular, full-time employee or a regular, reduced-hours employee is called to serve on jury duty, the employee shall be paid the difference between the employee's compensation for serving on jury (excluding reimbursement of out-of-pocket expenses) and the compensation provided for the employee's town position. All such employees shall make every reasonable attempt to report for work on the days on which they serve. Reasonable documentary proof of actual service of jury duty must be presented for this compensation to be paid.

Section 4.

MILITARY LEAVE

If a regular full-time employee, or a regular, reduced-hours employee or a regular, part-time employee who is a member of an organized unit of the ready reserve of the armed forces gives written notice to the Department Head of the date that the employee wishes to depart for the purpose of military training, the employee shall be entitled to the benefits provided by MGL Chapter 149, Section 52A so long as the employee complies with the terms and conditions set forth therein. Such employee shall be paid the compensation that would otherwise have been received during the leave, less all monies that the employee received from the military (excluding reimbursement of the employee's out-of-pocket expenses) on account of such training.

Section 5.

PERSONAL LEAVE

Each regular, full-time employee shall be eligible for three (3) days of Personal Leave during each fiscal year, subject to the following conditions:

Amended
ATM 1993
Amended
ATM 2009

- a. Personal leave may be used for personal reasons other than those required for sick leave or bereavement leave, and such leave shall be taken with the prior approval of the Department Head. Such approval shall not be unreasonably withheld.
- b. During the first year of employment, each such employee may be eligible for one day of paid personal leave for each four (4) months that the employee has worked.
- c. Unused personal leave can never be used during another fiscal year, nor can it be converted to pay or compensation of any kind.
- d. All regular, reduced-hours employees shall be entitled to personal leave, calculated on a pro rata basis by multiplying 3 by a fraction, of which the numerator is the average number of hours worked by such employee each week and the denominator is forty.

Amended
ATM 2009

Section 6.

SMALL NECESSITIES LEAVE

Amended
ATM 2000

MGL 149, 52D became effective on August 4, 1998 and requires employers with more than 50 employees to provide eligible employees 24 hours of unpaid leave time per year to accomplish certain activities with their children and elderly relatives. Eligible employees may take this "small necessities" leave in addition to the 12-week unpaid leave permitted under the Family and Medical Leave Act.

Eligible employees are those who have worked for their employer for at least one year and for 1,250 hours during the year preceding their scheduled "small necessities" leave.

The following activities qualify for "small necessities" leave:

- a. Participation in school activities directly related to the educational advancement of the employee's child (whether at public or private, primary or secondary schools, Head-Start programs or child-care facilities).
- b. Accompanying the employee's child to a routine medical or dental appointment such as a check-up or vaccination.
- c. Accompanying an elderly relative (one who is over 60 years of age and is related to the employee by blood or marriage) to routine medical or dental appointments.
- d. Employee appointments for professional services related to elder care, such as interviewing nursing or group homes.

If the need for leave time is foreseeable, the employee must provide at least seven days' notice. If it is unforeseeable, the employee should provide as much

notice as is practicable.

Although the statute provides that "small necessities" leave is to be unpaid, employees may elect, or employers may require, that accrued vacation, personal, medical, or sick leave be used. Employers may require a "certification" from the employee substantiating the employee's need for the leave time.

Section 7.

Amended
ATM 1987
Amended
ATM 1995

UNPAID LEAVES OF ABSENCE

An unpaid leave of absence may be granted by the Department Head in consultation with the Board of Selectmen or the Library Board of Trustees, who-
~~The Board of Selectmen~~ will consider, among other things, the provisions of the Family and Medical Leave Act.

Section 7a.

Amended
ATM 2000
Amended
ATM 2009

COURT APPEARANCES

Unless appearing in Court on Town business or on Jury Duty, employees covered under this Plan, may use vacation or personal time or take unpaid leave for court appearances.

Section 8.

Amended
ATM 1990
Amended
ATM 1993
Amended
ATM 1995
Amended
ATM 2002

FAMILY AND MEDICAL LEAVE ACT(FMLA)

All eligible employees, as defined by the FMLA will be entitled to 12 work weeks of unpaid leave in any 12 month period for the following reasons:

- a. Because of the birth, adoption or placement in foster care of a son or daughter;
- b. In order to care for a seriously ill spouse or partner, son, daughter or parent;
- c. Because of a serious condition that disables the employee from performing the functions of the employee's position. A son or daughter includes a biological, adopted, foster child, stepchild, legal ward, or child of a person standing as a parent, which is under 18 years of age or over 18 years of age and incapable of self-care because of a mental or physical disability. Entitlement to leave under ¶ a. above expires one year after the birth or placement of the son or daughter and cannot generally be taken on an intermittent or reduced leave basis. Leave to care for a seriously ill family member or because of an employee's own illness, may be taken intermittently or on a shorter work schedule, as the employee requests, and when medically necessary.

Amended
ATM 2009

On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence. An equivalent position is one that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, perquisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course, renew a license, etc., as a result of the leave, the employee must be given a reasonable opportunity to fulfill those conditions upon return to work.

Amended
ATM 1993
Amended
ATM 1995
Amended
ATM 2009

Such family and medical leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, benefits, plans or programs for which the employee was eligible at the date of the leave, and any other advantages or rights of the employee's employment position; provided, however, that such family and medical leave shall not be included, when applicable, in the computation of such

benefits, rights, and advantages. The Board of Selectmen may require that the employee use any or all vacation, sick, or personal leave.

ARTICLE XII. BENEFITS

Section 1. Medical Insurance - The Town will continue to provide the following plans or their equivalents: an Indemnity Plan paid at fifty percent (50%) by the Town and an HMO plan paid at seventy-five percent (75%) by the Town.
Amended
ATM 2002
Amended
ATM 2006
Amended
ATM 2008

Section 2. Group Life, Accidental Death, and Dismemberment Insurance - The Town 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 coverage (\$10,000). The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).
Amended
ATM 2002

Section 3. Liability Insurance - The Town will continue to provide the Liability Insurance or equivalent that is presently in effect.
Amended
ATM 2002

Section 4. Disability Insurance - The Town will continue to provide the Disability Insurance or equivalent that is presently in effect. The Town will continue to pay fifty percent (50%) of the premium for this insurance.
Amended
ATM 2002

Section 5. Changed Benefits - In the event the Town changes benefits or terms relating to insurance, in excess of or more advantageous to the employees than those provided for in this Article, such benefits or terms shall prevail to the extent permitted by law.
Amended
ATM 2002

Section 6. The Town will pay one-half the premium costs payable by a retired employee for Group Life Insurance and for Group General or Blanket Hospital, Surgical, Medical, Dental and other Health Insurance, as set forth in MGL Ch.32B§9A; provided the following eligibility conditions apply.
Amended
STM 11/26/84

- a. The benefits named above are part of the Benefits Package offered to all eligible full-time employees.
- b. The retired employee is a member of Middlesex Retirement System, Massachusetts Teachers Association or any other retirement system recognized by the Town of Boxborough, and the employee meets the requirements for retirement as set forth by such system.

ARTICLE XIII. LAYOFFS

Section 1. In the event that the Town shall determine that it must lay off employees of the Town for budgetary reasons, the Department Head shall notify the employee as soon as practicable.
Amended
ATM 2009

Section 2. Trainee employees will be laid off first.
Amended
ATM 2009

ARTICLE XIV. DISCIPLINARY ACTIONS AND DISMISSAL

Entire Article
replaced ATM 2003

Section 1. Statement of Responsibilities – It is the responsibility of all employees to comply with regulations necessary for the proper operation of the departments in the Town of Boxborough.

Section 2. Enforcement – Department Heads are responsible for enforcing these regulations and reporting problem situations to the Board of Selectmen or the Library Board of Trustees.
Amended
ATM 2009

Section 3. Types of Disciplinary Action – Disciplinary action or measures shall include the following: Oral Reprimand, Written Reprimand, Disciplinary Probation, Suspension without pay, and/or Discharge. Such actions may begin at a level appropriate to the offense.

Section 4. Severity of Discipline – The disciplinary action as specified should be consistent with the seriousness of the offense or behavior involved.

Section 5. Reasons for Disciplinary Action – Disciplinary action may be imposed upon an employee for documented failure to fulfill his/her responsibilities as an employee. Examples of employee failure to fulfill his/her responsibilities as an employee include, but are not limited to:

- a. Willful violation of provisions of the Town Personnel Administration Plan.
- b. Negligence in the care of Town property.
- c. Habitual (in excess of allotted leaves) tardiness and/or absence from duty.
- d. Refusal to perform a reasonable amount of compensated work after working hours when given advance notice of and directed to by his/her supervisor.
- e. Insubordinate action or behavior that is perceived to violate generally accepted rules of conduct as befits an employee of the Town.
- f. Under the influence of alcohol or a controlled substance while on duty, or in possession of alcohol or a controlled substance while on duty.
- g. Conduct which reflects unfavorably upon the Town service.
- h. Violation of any reasonable or official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.
- i. Any other instance or situation of such seriousness that disciplinary action is considered warranted.
- j. Conviction of a felony.

Section 6. Reprimand Procedure – A Department Head who notes unsatisfactory job performance, or non-compliance with written regulations, may, if other discipline isn't warranted, issue an oral or written reprimand to the employee, including reason(s) for the reprimand, and an offer of assistance on the part of the Department Head in correcting the unsatisfactory situation. Oral reprimands shall be presented with maximum regard for minimizing embarrassment to the employee before other employees or the public.
Amended
ATM 2009

Section 7. Disciplinary Probation
Amended
ATM 2009

a. Placement on Disciplinary Probation – If oral or written reprimand fails to correct unsatisfactory job performance, or non-compliance with department regulations, an employee may be required to serve a maximum ninety (90) day disciplinary probation. Duration of the probation is at the discretion of the Department Head. The employee will receive a written notice stating reasons for the disciplinary probation and the effective date of such action. Disciplinary probation will be imposed where this action is not in conflict with requirements of current labor agreements.

b. Expiration of Disciplinary Probation – The expiration of disciplinary probation does not diminish the Department Head's right to consider an individual's overall work history when making decisions relating to discipline or discharge. When the employee's disciplinary probation expires, the Department Head will

Amended
ATM 2009

notify the Board of Selectmen or the Library Board of Trustees, in writing, that:

- 1) The employee's performance and behavior was satisfactory and that the employee be retained in his/her position, OR
- 2) The employee's performance and/or behavior remained unsatisfactory and that it is recommended that the employee be either suspended or discharged.

Section 8.
Amended
ATM 2009

Suspension – At the discretion of the Department Head, with notification to the Board of Selectmen or the Library Board of Trustees, an unsatisfactory employee may be suspended without pay for a period or periods that will not exceed a total of thirty (30) days in any twelve-month period. Such suspension may be in lieu of disciplinary probation, or at the expiration of the disciplinary probation, depending upon the situation. The employee will receive a written notice stating reasons for the suspension and the effective date. At the end of the suspension period, and a reasonable observation period of no less than ninety (90) days, the Department Head will inform the Board of Selectmen or Library Board of Trustees of the employee's improved behavior/performance and his/her recommended retention of the employee, or of the employee's continued unsatisfactory behavior/performance, and his/her recommended discharge of the employee.

Section 9.

Discharge – An employee may be discharged either because he/she is unsatisfactory on the job or for violation of Town regulations. Prior to any employee's discharge both the Personnel Board Chair and the Board of Selectmen Chair should be consulted. Examples of employee actions which may result in immediate termination include, but are not limited to:

- Theft or dishonesty
- Assault or other violent behavior
- Falsification of records
- Intentional or malicious damage to Town property
- Violation of another person's civil rights
- Concealment of an error or omission of pertinent facts

Section 10.
Amended
ATM 2009

Employee Appeal – The employee shall have the right to appeal his/her placement on disciplinary probation, suspension, or discharge at step 2 of the grievance procedure, and the case shall be handled in accordance with this procedure. Suspensions or discharges made during the initial training period or at the expiration of the initial training period are not appealable. A decision not to reappoint an individual whose term has expired is not a dismissal for purposes of this plan the Plan and is not subject to challenge.

Section 11.

Documentation – All documentation related to oral and written reprimands and disciplinary actions shall be retained in the employee's official personnel file. It is the Town's policy not to remove any disciplinary documents from an official personnel file.

ARTICLE XV. RESOLUTION OF COMPLAINTS

Section 1.
Amended
ATM 2002

A grievance/complaint is defined as any dispute between an employee and the Town concerning the meaning, interpretation, or application of an express and specific provision of this document.

Section 2.
Amended
ATM 2002

The following is the grievance procedure:

Amended
ATM 2009

Informal Step: The aggrieved employee shall take up the grievance with the Department Head, informally, within fourteen (14) calendar days of its occurrence. The Department Head shall attempt to adjust address the grievance after an informal meeting.

Amended
ATM 2009

Step 1: The aggrieved employee shall take up the grievance, in writing, with the Personnel Board. "In writing" shall mean that the grievance is detailed, and a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A) shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step. The Department Head must sign the form indicating that the Informal Step has occurred.

The time clock for escalation of the grievance shall be started only by personal receipt of documents by the Chair~~man~~ of the Personnel Board. The Personnel Board 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 receipt by the Chair~~man~~.

Amended
ATM 2009

Step 2: If the grievance still remains unsettled, it shall be presented to the Board of Selectmen, or the Library Board of Trustees, in writing within fourteen (14) calendar days of the Personnel Board answer in Step 1. The Board of Selectmen, or the Library Board of Trustees, 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 fourteen (14) calendar days from the date of the hearing.

Section 3.
Amended
ATM 2002

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

Section 4.
Amended
ATM 2002

No grievance based on an event or condition that occurred or existed prior to the acceptance of this article may be the subject of a grievance.

Section 5.
Amended
ATM 2002

The failure of the employee to file a grievance, or the decision of the employee not to file a grievance, in one or more instances, shall not be deemed to be a waiver if an employee chooses to file a grievance in any other instance or instances.

ARTICLE XVI. COMPENSATION FOR POSITIONS

Renumbered
ATM 2009

Section 1.
Amended
ATM 1981
Amended
ATM 2002
Amended
ATM 2009

The Compensation of Positions per the Schedule ~~B~~ establishes the position categories, the wage rates, and the step increments. Regular Full-time, Part-time and Reduced Hours Employees shall be eligible for step increase the following July 1, subject to a performance review of at least "meets requirements" during the employment anniversary month of each employee.

Section 2.
Amended
STM 10/5/87
Amended
ATM 2002
Section Deleted
ATM 2009

ARTICLE XVII. PERFORMANCE REVIEWS

Amended
ATM 2000
Renumbered
ATM 2009

INTENT

The employee performance review is intended to:

Section 1.

- a. Provide a method of improving the effectiveness and efficiency of the individual.
- b. Serve as a conduit for communication and feedback outside of routine daily interactions.
- c. Provide a means of reflecting upon, summarizing, and quantifying performance.
- d. Provide a process for establishing goals and objectives.
- e. Provide a basis for formal personnel decision making.
- f. Serve as a basis for recognizing accomplishments and needs for guidance, development, training, and support.

Section 2.

Amended
ATM 2002

ADMINISTRATIVE PROCEDURES

The Department Head, with input from any Boards or Committees directly supported by the employee, shall review performance at the end of the initial training period and annually thereafter.

Amended
ATM 2009

Performance shall be reviewed on an Employee Evaluation Form that directly correlates to the respective job description for each employee. Attendance, promptness, performance, and length of service shall be considered in making recommendations. A written evaluation of at least "meets requirements" shall entitle an employee to a one-step increase until the maximum step of the class has been reached.

Amended
ATM 2009

Upon completion of the evaluation, the Department Head will review the appraisal with the Employee and if appropriate will forward a Pay Change Request to the Town Accountant and Treasurer for implementation. All pay changes shall conform to contractual obligations and/or the approved Personnel Administration Plan, including ~~Schedules A and B~~ the Schedule.

After discussing the review with the Department Head, the employee must sign the evaluation form indicating that the employee has seen the evaluation.

The completed evaluation form is then returned to the Town Administrator for filing in the employee's file. Employees and Department Heads are encouraged to keep copies of the evaluation if they choose.

Section 3.

Amended
ATM 2002

Ratings

1. **Superior:** This rating is for the employee who consistently goes beyond the job description. He/she works in a timely fashion and his/her performance is clearly exceptional in comparison to expectations. This employee consistently exceeds goals and provides innovative ideas contributing to the success of the department.
2. **Good:** This rating applies to the employee who completes the tasks required for the position and at times goes beyond the requirements. This employee always meets performance expectations and frequently exceeds expectations for several responsibilities. This employee contributes to reaching new levels of department productivity.

3. **Meets Requirements:** This rating applies to the employee who does only the work required for the position. This employee meets performance expectations for all responsibilities and goals, is successful, and performs in a competent manner. This employee is recognized as an asset to the department. This is the expected and usual rating for most employees.
4. **Needs Improvement:** This rating applies to the employee who does not complete all of the tasks required by the position. This employee meets performance expectations for some responsibilities and goals. Other responsibilities of this employee may require extra direction by the Department Head, or the Department Head may find it necessary to avoid assigning the more difficult tasks to the employee. When using this rating the Department Head indicates if there are other factors that should be considered.
5. **Unsatisfactory:** This rating applies to the employee who fails to do what is expected and is not fulfilling his/her responsibilities. Performance is below acceptable levels for one or more major responsibilities. This employee requires counseling and must understand that improved performance, within a prescribed period, is a condition for continued employment. When using this rating the Department Head indicates if there are other factors that should be considered.

The annual rating should never come as a surprise to the employee. Ratings 4 and 5 above may not be used unless prior, documented, discussions of the issues have been held between the Department Head and the employee.

ARTICLE XVIII. MANAGEMENT RIGHTS

Amended
ATM 2002
Renumbered
ATM 2009

Section 1.

This Personnel Administration Plan is not intended to violate any ~~Federal, State, County or Municipal Laws~~ federal, state, county or municipal laws, nor shall anything in this document be interpreted as diminishing the right of the Town to determine and prescribe the methods and means by which its operation of the ~~Departments~~ departments shall be conducted, except as may otherwise be provided in this document.

Section 2.

The Town shall exercise the customary rights and responsibilities of the management of Town ~~Departments~~ departments. The Town shall have the exclusive right to manage the Town ~~Departments~~ departments, 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 Town has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, and require the observance of the Town's reasonable rules and regulations. The Town may dismiss any employee with or without cause, as long as the dismissal does not violate state or federal law. The Town may dismiss any employee with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The Town may relieve employees from duty because of lack of work or other proper reasons. The Town 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 Town to exercise, or the decision of the Town not to exercise, any of its management rights in one or more instances, shall not be deemed to be a waiver by the Town if it chooses to enforce the right or rights in any other instance or instances.

NOTES:

- MISCELLANEOUS PROVISIONS (Formally Article XVI) was removed, ATM 2009. Section 1 is now Article III §10; Section 2 is now Article VI § 2b.
- AFFIRMATIVE ACTION POLICY (Formally Article XIX) was removed to the Employee Handbook, ATM 2009.
- ALCOHOL AND DRUG FREE WORKPLACE POLICY (Formally Article XX) was removed to the Employee Handbook, ATM 2009.
- HARASSMENT POLICY (Formally Article XXI) was removed to the Employee Handbook, ATM 2009.
- HIRING POLICY (Formally Article XXII) was removed to the Employee Handbook, ATM 2009.

ATTACHMENT A: COMPLAINT/GRIEVANCE FORM

**Town of Boxborough
Complaint/Grievance Form**

Statement of grievance (including a summary and the date of occurrence):

Article & Section reference from Contract or Personnel Administration Plan:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Date

Step	Procedural Recipient	Procedural Date of Escalation	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Department Head	(14 cal. days)				
Step 1	Personnel Board	(14 cal. days)				
Step 2	BOS/Library Board of Trustees	(14 cal. days)				
Step 2b	BOS/Library Board ruling	(30 cal. days)				

Amended ATM 2009

REGULAR FULL-TIME, REDUCED AND PART-TIME EMPLOYEES

GRADE	POSITIONS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
16	No Positions	71,798.85	73,593.82	75,433.67	77,319.51	79,252.50	81,233.81	83,264.66	85,346.27	87,479.93
15	Inspector of Buildings	65,275.59	66,907.48	68,580.16	70,294.67	72,052.03	73,853.33	75,699.67	77,592.16	79,531.96
	Information Systems Coordinator									
	Town Accountant									
	Town Assessor									
	Town Planner									
Town Treasurer										
14	Tax Collector (Elected)	56,091.18	57,493.46	58,930.80	60,404.07	61,914.17	63,462.03	65,048.58	66,674.79	68,341.66
	Town Clerk (Elected)									
13	Council on Aging Coordinator (DPW) Foreman	25.84	26.48	27.14	27.82	28.52	29.23	29.96	30.71	31.48
12	Conservation Agent	22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	27.61
	Youth Services Librarian									
11	Department Assistant	20.04	20.54	21.05	21.58	22.12	22.67	23.24	23.82	24.42
	DPW Worker									
	IT Support Technician									
	Technical Services Librarian									
10	Bldgs/Gnds Main Worker	19.40	19.89	20.39	20.89	21.42	21.95	22.50	23.06	23.64
	DPW Semi-Skilled									
	Senior Library Assistant									
	Transfer Station Operator									
9	Library Assistant	17.64	18.08	18.53	18.99	19.47	19.95	20.45	20.96	21.49
8	Van Dispatcher	16.03	16.43	16.84	17.26	17.70	18.14	18.59	19.06	19.53

PER DIEM AND INTERMITTENT EMPLOYEES

Hourly		
CIT	9.00	eff 1/1/16, \$10
Intern (Town Hall)	9.00	eff 1/1/16, \$10
Junior Library Page	9.00	eff 1/1/16, \$10
Library Page	9.25	eff 1/1/16, \$10.25
Counselor	10.00	eff 1/1/16, \$10.50
Election Workers	10.48	
Asst. Animal Control Officer - Dogs & Cats	10.93	4 hr min call
Laborer - Cemetery	11.26	
Clerk of Elections	12.12	
Media Production Technician	12.69	
Seasonal Conservation Officer	12.81	
Lead Counselor	13.01	
Van Driver	13.97	
Seasonal Maintenance Worker	14.26	
Lock Up Attendant	15.37	
Part Time Dispatcher	17.33	
Fire Department Chaplain	17.63	
Firefighter/EMT	17.64	
Special Police Officer	17.64	
Substitute Librarian	17.64	
Gym Director	19.05	
Winter Recreation Director	19.05	
Fire Lieutenant	19.40	
Summer Recreation Director	19.53	
Animal Ct Officer	20.04	
Fire Captain	20.04	
Veterans Services Officer	20.04	
Snow Plow Operator	22.49	
Deputy Fire Chief	22.66	
Cemetery Superintendent	22.66	
Asst. Building Inspector	26.85	
Call Building Inspector	31.26	
Call Fire Chief	43.54	
Stipends (Annual)		
Fence Viewer	40.00	
Field Driver	45.00	
Registrar Member	270.12	
Registrar Chairperson	900.34	
Animal Inspector	987.74	
Fees-based		
Wiring Inspector	\$50,000 cap/yr	
Plumbing & Gas Inspector	\$15,000 cap/yr	
Fee max is 1% of FY 15 levy (or \$162670)		



CMERA System Proposed Rate Increase

Transport Type	Current Rate	Proposed Rate
BLS	\$1250	\$1375
ALS1	\$1695	\$1865
ALS2	\$2150	\$2365
Mileage	\$28	\$31

- CMERA met 2/24/2015. All towns represented.
- First time rates would be increased in over 5 years for ALS and BLS ambulance service
- Rates need to be looked at more frequently. CMERA membership committed to regular consideration of rates in the future.
- Propose raising rates by approximately 10% to cover increasing costs over the last 5 years
 - Limits increase to approximately 2% per year
- New rates apply to ALS and BLS service increasing revenue to the Towns and to the ALS service to cover increasing costs

CMERA Meeting of the Membership Minutes

February 24, 2015

Location: Concord Fire Department

Start Time: 1:00 pm

End Time: 1:30 pm

Attendees:

Patrick Futterer, Chief, Acton, MA Fire Department
Steven Ledoux, Town Manager, Acton, MA
Randolph White, Chief, Boxborough, MA
Timothy Goddard, Town Administrator, Carlisle, MA
Mark Cotreau, Chief, Concord, MA Fire Department
Christopher Whelan, Town Manager, Concord, MA
Steve Carter, Chief, Lincoln, MA Fire Department
Keith Bergman, Town Administrator, Littleton, MA
Bonnie Holston, Assistant Town Administrator, Littleton, MA
Scott Wodzinski, Chief, Littleton, MA Fire Department
Anthony Stowers, Chief, Maynard, MA Fire Department
Kevin Sweet, Town Administrator, Maynard, MA
Joseph Landry, Chief, Stow, MA Fire Department
David Soar, Chief, Weston, MA Fire Department
Donna VanderClock, Town Manager, Weston, MA
Bill Mergendahl, CEO, Pro EMS
Rachid Sbay, Director of Operations, Pro EMS

Proposed CMERA Rate Increase

- Costs of ALS side of system broken out in power point handout
 - o Marginal costs due to the fact that the Cambridge system absorbs significant costs
 - Dispatch
 - Billing
 - o Overall costs in the ALS system have gone up approximate 4%
- Transports have gone down slightly which leads to higher cost per transport
 - o Declining transports can be attributed to many factors
 - Towns that have left the system
 - Towns that have gone ALS and are now calling less
 - There is capacity in the system to add call volume to the system
 - Stow is now in the system as a full member
- The last couple of years the revenue has matched costs but revenue has now dipped below costs
- Operationally need to maintain two vehicles in the service area 24 hours a day
 - o Still within reason as far as revenue
 - o Operational need and response time over the service area dictates it

Proposed system increase is 10%

- Increases rates for entire system, both ALS and BLS
- There has been no increase for the last 5 years
- There will be more regular rate increases in the future
- Goal for approval is May 1, 2015

Weston reviewed their BLS system

- Town costs over the last 5 years have increased more than the ALS side
- Town revenue increased 64% over the last 5 years

Items requested

- Rate sheet to go to the town boards with
- Note the number of years since last increase
- There will be more regular rate increases in the future

Motion for 10% rate increase to be presented for approval to each Town BOS

- Steve Carter, Chief, Lincoln, MA Fire Department
- 2nd Donna VanderClock, Town Manager, Weston, MA
- Majority approved with no votes in the negative

1

CMERA ALS PARTNERSHIP
cost analysis for 2014

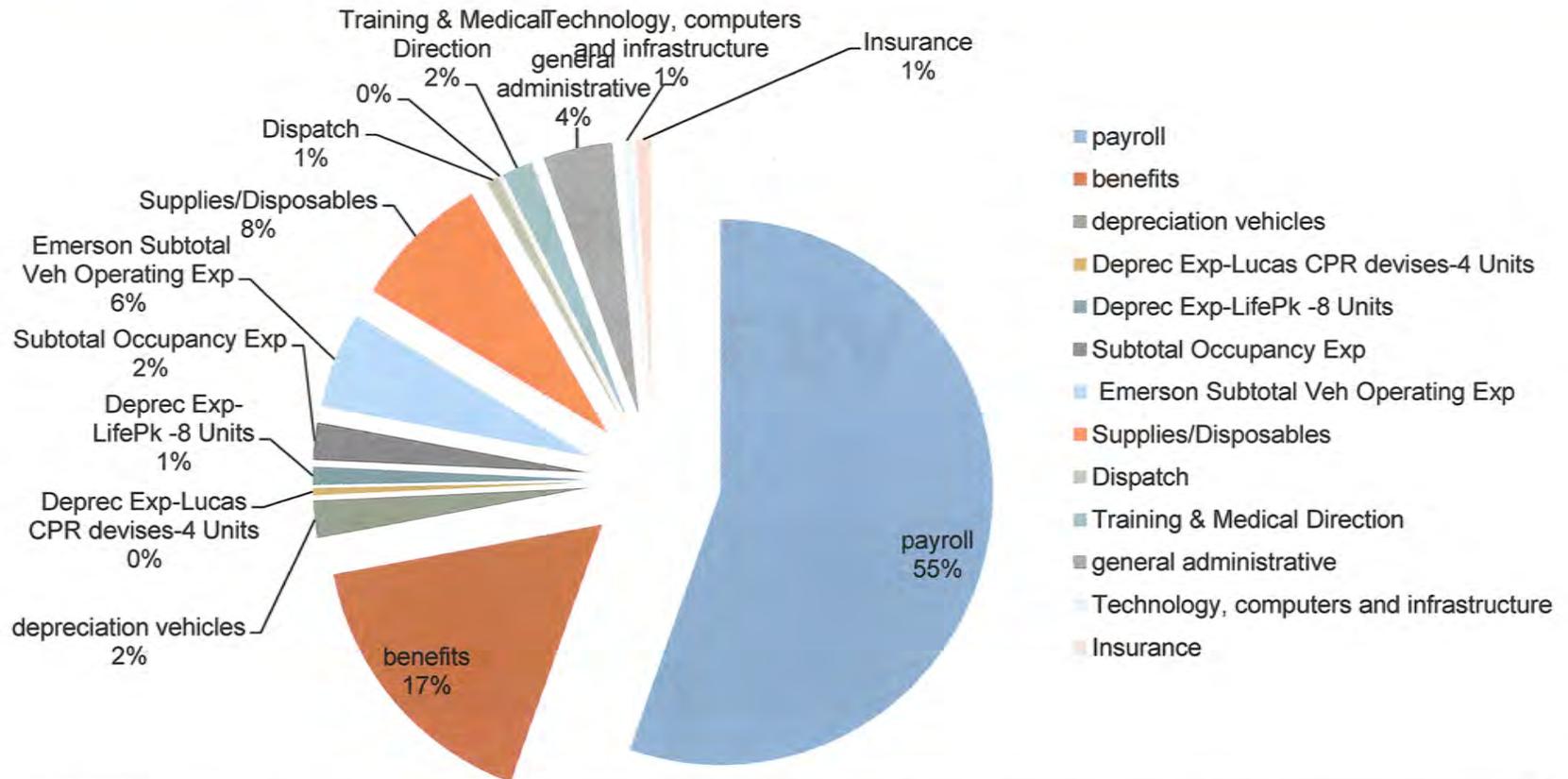
CMERA
partnership cost and
revenue analysis

Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP

cost analysis for 2014

2



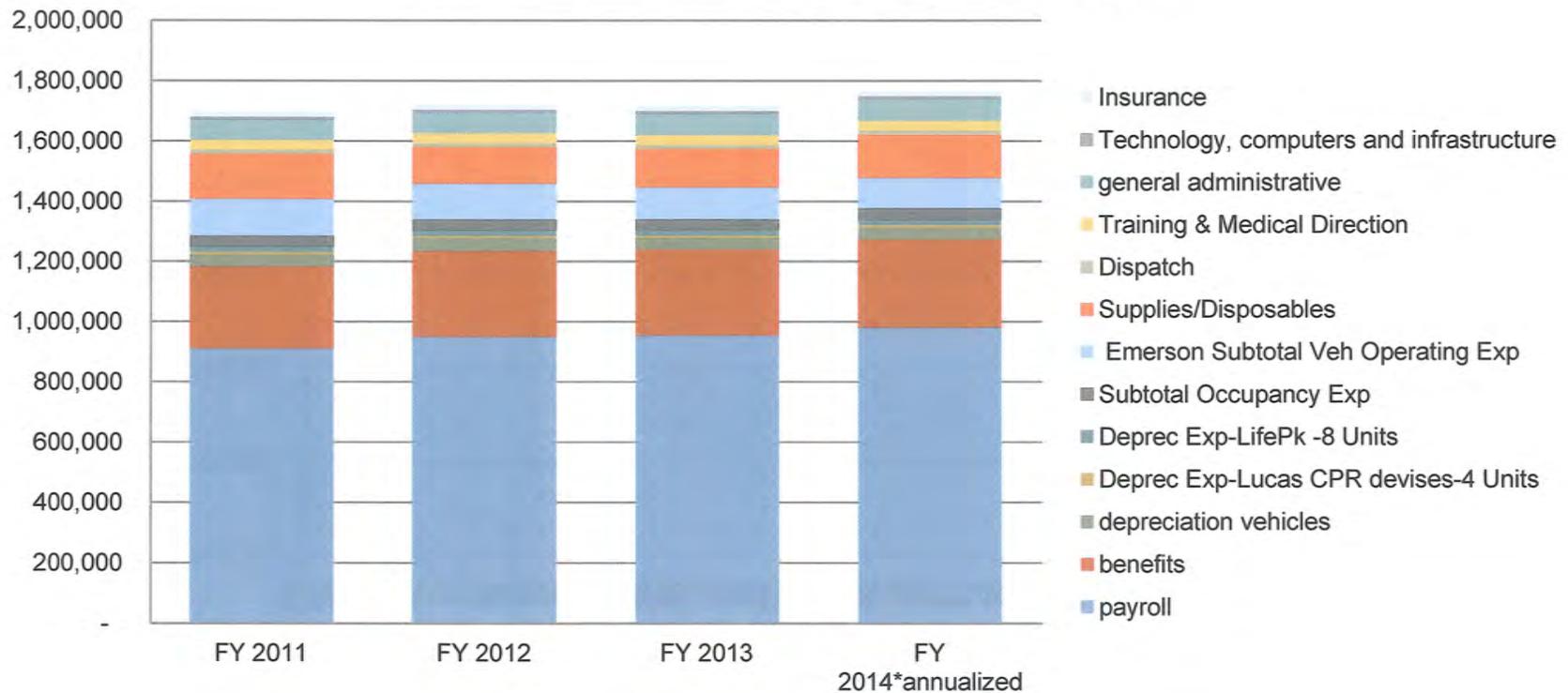
This slide depicts the cost breakdown of the CMERA system. These costs are aggregated to produce total costs to operate ALS as designed.

Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP cost analysis for 2014

3

Emerson cost analysis-stacked bar



This is a graphical display of the CMERA cost analysis by FY (2011-2014). Note that approximately 75% of system costs are payroll and associated employee benefits.

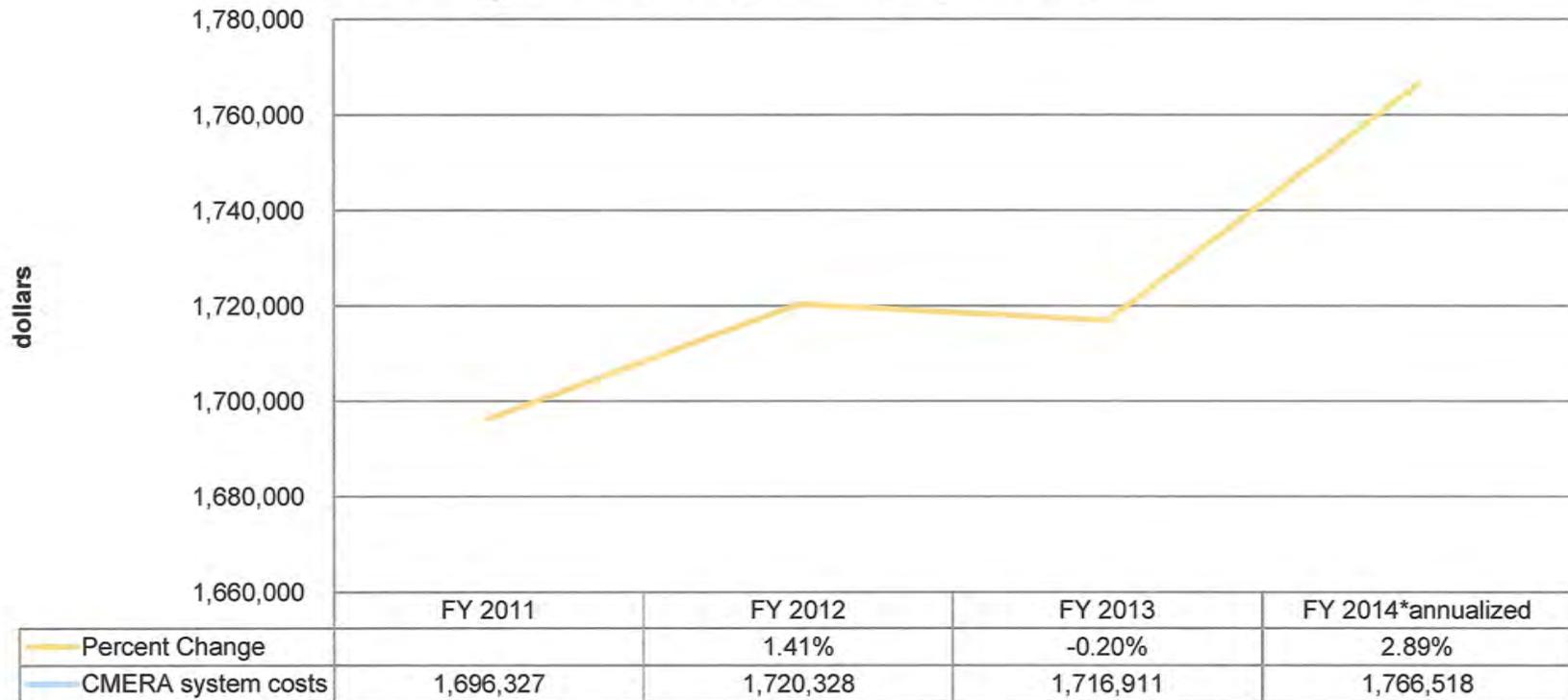
Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP

cost analysis for 2014

4

CMERA system costs (dollars & percent)



This slide illustrates the overall costs of the CMERA ALS system. This includes percent increase (decrease) 2012-2014 showing overall increase of ~4%.

Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP cost analysis for 2014

5

Cost per transport



Cost per transport is a function of system fiscal year costs divided by total ALS transports. Whereas the total costs have increased very modestly, the decline in transports has had a large effect on the cost per transport.

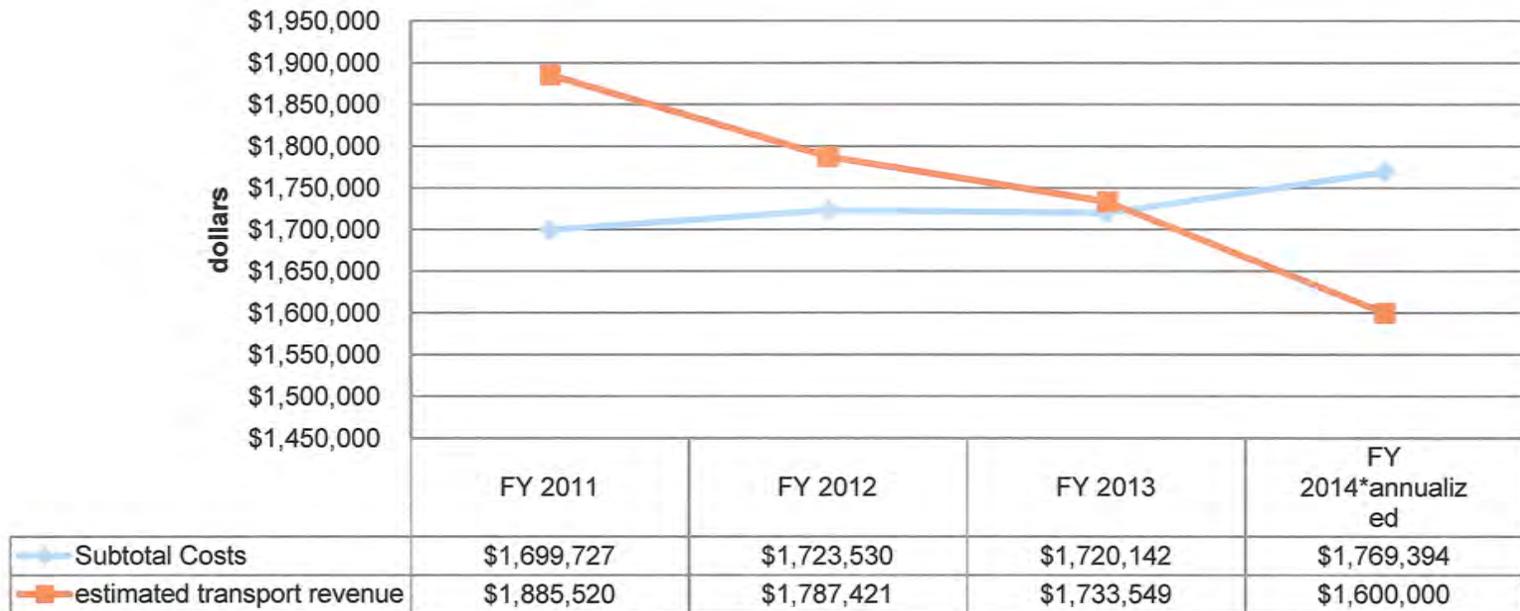
Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP

cost analysis for 2014

6

Declining revenue (transport volume drop) relating to increasing cost per transport



While CMERA has done well to control costs the revenue has been driven down by reduced transport volume, resulting in a financial shortfall.

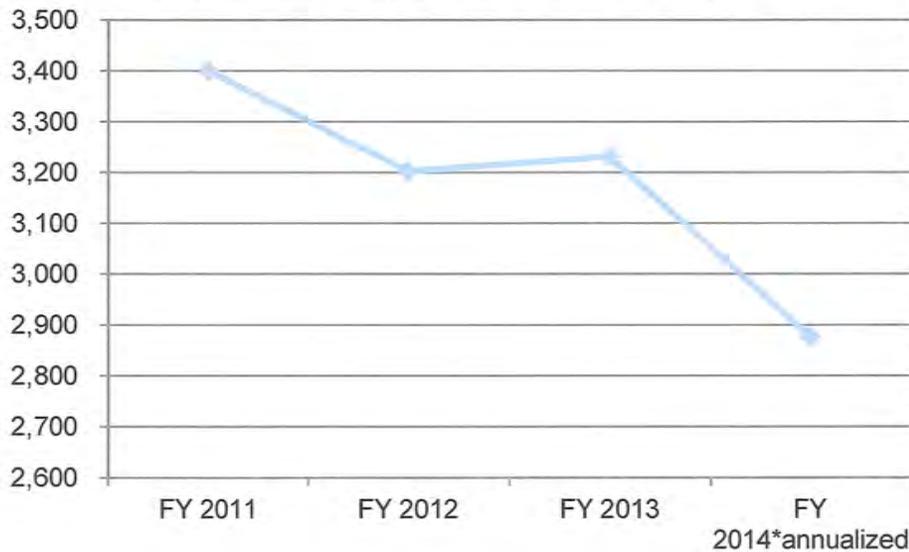
Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP cost analysis for 2014

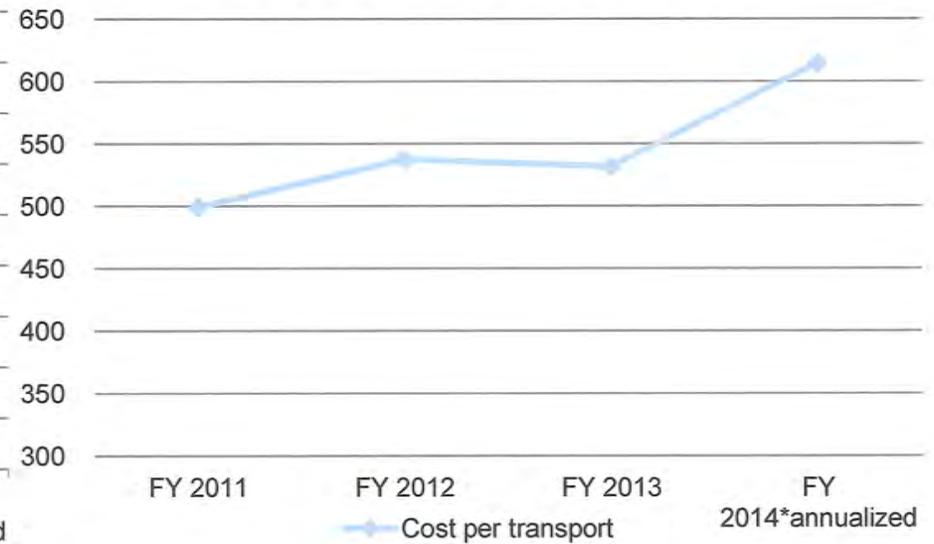
7

Declining transport volume impacting cost per transport

CMERA ALS TRANSPORTS



COST PER TRANSPORT



This slide shows the direct correlation between declining system transports lost from the “out” towns of Westford, Sudbury & Wayland, over the past three years. While costs have increased modestly at ~ 4% the cost per transport has increased ~23%.

Prepared for CMERA participating towns

CMERA ALS PARTNERSHIP

cost analysis for 2014

Adding Value beyond original proposal:

8

- ❑ *Providing EMD to 6 communities and assisting the other 3 with the Medical Director*
- ❑ *Regularly Add ALS units for weather and community events*
- ❑ *Provided training and equipment for Ebola*
- ❑ *Provided loaner ambulances with no notice on multiple occasions.*
- ❑ *Provided Ambulance Garaging for a spare unit*
- ❑ *Developing district wide community paramedicine initiatives*
- ❑ *Continue to add new initiatives related to patient care and clinical sophistication through all of CMERA such as CCR, Sepsis SPW, and Selective CSpine*

Loretta J. Crowley

700 Massachusetts Avenue, #2

Boxborough, MA 01719

(978) 263-1303

RESTORING & MAINTAINING CONSTITUTIONAL GOVERNANCE RESOLUTION OF BOXBOROUGH,
MASSACHUSETTS

SYNOPSIS(Final)

The National Defense Authorization Act (NDAA) is used to fund our Military. Until 2012, it referred to Military operations and matters, mainly, outside of our nation. On December 31, 2011, the 2012 NDAA was signed into law H.R. 1540. Simultaneously attached, was a "Signing Statement" from the POTUS, drawing attention to Sections 1021 & 1022 noting, that these Sections would not apply to American citizens; however, the very wording of 1021 proves this to be misleading. In February, a Presidential Policy Directive (PPD) was issued, with many disturbing trends, such as the frivolous appointments of delegated authorities who will carry-out, "uninhibited" "opporational judgments." The topic of Sections 1021 & 1022 changed, extensively, non-related, from the previous year's Sections 1021 & 1022. This was a response, from our Legislative body, to an Executive Order (E.O.) 13567, of which, transpired as a result of ongoing, intense scrutiny and law suits regarding Un-Constitutional practices. A law suit against Sections 1021 & 1022, immediately, commenced (Hedges v. Obama). Judge Katherine Forrest Ruled in favor of Hedges, giving an Opinion and Order, inviting Congress to Amend Section 1021(b)(2). After Government Appeal of the Preliminary Injunction, a Permanent Injunction was Ruled against Section 1021(b)(2), by Judge Forrest, in NY. Since further appeal was in favor of the Government, there have been many Bills presented to remedy this overreach. Upon continued and extensive legal analysis, Sections 1021 & 1022 are considered unconstitutional, violating our 1st, 4th, 5th, 10th, and 14th Amendments. In addition, the principle of Separation of Powers has been compromised, as a direct result and gives the POTUS powers never intended. Omission of consideration for the Law Of The Land, referenced to in Article VI of the Constitution, the Supremacy Clause, is acknowledged in the PPD. Since the Supreme Court has determined that Section 1031 (b)(2) in the 2001, Authorization for Use of Military Force (AUMF), which was implemented as a direct result of the September 11, 2001 attacks, is in place, abroad, the NDAA Sections 1021 & 1022 would be redundant, if simply, reiterating the AUMF; They are not, according to the Opinion.

The Domestic application of the 2012 NDAA Sections 1021 & 1022 are a "dangerous development," as quoted in the Injunction, and are continuously, being sticken by new Laws, Resolutions, and Nullifications across the Nation.

The 2012NDAA, Sections 1021 and 1022, authorizes the indefinite military detention, without charge or trial, of any person, including Americans, and applies the "Law of War," to U.S. soil, making the United States, legally, a battlefield.

For more information, please visit: PandaUnite.org KrisAnnHall.com

RESTORING & MAINTAINING CONSTITUTIONAL GOVERNANCE RESOLUTION OF
BOXBOROUGH, MASSACHUSETTS

WHEREAS, the Town of Boxborough, Massachusetts is not a "battlefield" subject to the "laws of war;" and

WHEREAS, Federal Judge Katherine Forrest has ruled Section 1021(b)(2) of the 2012 NDAA, H.R.1540 unconstitutional; and

WHEREAS, the use of the words "any person" changes the original intent; and

WHEREAS, the term "belligerent act" is a broad and undefinable term; and

WHEREAS, the U.S. Supreme Court has ruled that neither Congress nor the President can Constitutionally authorize the detention and/or disposition of "any person" in the United States, or citizen of the United States "under the law of war" who is not serving "in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger;" and

WHEREAS, for the purposes of this resolution, the terms "arrest," "capture," "detention under the law of war," "disposition under the law of war," and "law of war" are used in the same sense and shall have the same meaning, as such terms have in the 2012 NDAA, Section 1021(c); and therefore

BE IT RESOLVED, that notwithstanding any treaty, federal, state, or local law or authority, enacted or claimed, including, but not limited to, an authorization for use of military force, national defense authorization act, or any similar law or authority enacted or claimed by Congress or the Office of the President directed at "any person" in the Town of Boxborough, who is not serving "in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger," it is unconstitutional, and therefore unlawful for any person to:

- a. arrest or capture "any person" in Boxborough, or citizen of Boxborough, within the United States, with the intent of "detention under the law of war," or
- b. actually subject "any person" in Boxborough, to "disposition under the law of war," or
- c. subject "any person" to targeted killing in Boxborough, or citizen of Boxborough, within the United States; and be it further

RESOLVED, that the Town of Boxborough requests the Massachusetts State Legislature recognize the duty of the Commonwealth of Massachusetts to interpose itself between unconstitutional usurpations by the federal government or its agents, either foreign and/or domestic, and the inhabitants of this Commonwealth, as well as the duty to defend the unalienable natural rights of the people, all of which is consistent with our oaths to defend the Constitution of the United States and the Constitution of the Commonwealth of Massachusetts against all enemies, foreign and domestic; and be it further

Cont. RESTORING & MAINTAINING CONSTITUTIONAL GOVERNANCE RESOLUTION OF
BOXBOROUGH, MASSACHUSETTS

RESOLVED, that the Town of Boxborough, requests our Congressional delegation commence immediately with renewed efforts to repeal the unconstitutional sections of the NDAA, to wit, sections 1021(b)(2) and 1021(c)(1) and 1022(a)(3) and 1022(a)(4) , and any other section or provision which will have the same, or substantially the same effect, on "any person" in the United States not serving "in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger;" and be it finally

RESOLVED, that the Town of Boxborough requests our Congressional delegation to introduce, support, and secure the passage of legislation which clearly states that Congress not only does not authorize, but in fact prohibits the use of military force, military detention, military trial, extraordinary rendition, or any other power of the "law of war" against "any person" in the United States not serving "in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger."

Recognizing our duty to defend the Constitutions of the United States and the Commonwealth of Massachusetts, as well as recognizing the duty of the people to protect our unalienable natural rights to "life, liberty, and the pursuit of happiness" as articulated in the Declaration of Independence, we, the Town Council of the Town of Boxborough, Massachusetts, do hereby adopt this Resolution.



BOARD OF SELECTMEN
Meeting Minutes
February 23, 2015

Approved: _____

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

ABSENT: Susan Bak

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 7:05 p.m. in the Grange Meeting Room of Town Hall

ANNOUNCEMENTS

Chair Amoroso read the announcements.

APPOINTMENTS

- Recreation Commission member Mitzi Garcia-Weil and Acton Recreation Dept. Dir., Cathy Fochtman were present to discuss a proposed warrant article for renovations and/or improvements to the T.J. O'Grady Skate Park. Garcia-Weil provided the background on the young man for whom the park was named; what it took to build the park and the sources that funded its construction. The facility is now ten (10) years old and some maintenance work is needed. They are also looking to complete the original proposed design; adding to the existing configuration along with some other amenities. They are looking to start this project this year. They broke down the contributions being sought from Boxborough and Acton, respectively. This proposal has been presented to the Acton Community Preservation Comm. (ACPC); however ACPC participation is contingent upon Boxborough's participation and financial commitment. There was discussion about funding through a capital Town Meeting article or as a CPA project and these respective timelines. There was also discussion on the status of the newly formed Boxborough Community Preservation Comm. Chair Amoroso moved to put a placeholder in the Annual Town Meeting warrant for an article for the T.J. O'Grady Skate Park expansion, as submitted by Recreation Commission member, Mitzi Garcia-Weil. Seconded by Member Stemple. **Approved 4-0.**

TA Shaw left the meeting to present the FY 16 Town Government budgets to the Finance Committee.

- Acton-Boxborough Regional School Committee (ABRSC) Vice Chair, Brigid Bieber and member Mary Brolin; ABRSD Supt. Brand and Finance Dir. Clare Jeannotte were present to provide an update on ABRSD FY 16 Budget. FinCom member, Amy Burke was also present. The presenters spoke to a Power Point. The Budget being presented tonight is down from their initial proposal. Based on input received from community stakeholders the District made reductions to the budget of just over \$400,000. The current version reflects a 4.31% increase from last year. This is our first year as a totally integrated District and many components, including the budget, continue to evolve and unfold. Also the demographics within the Acton-Boxborough community are changing; compelling us to change how we educate. These result in new complexities in our student body that need to be addressed even as our enrollment is trending down. There are three significant drivers necessitating shifts in resources: an increased demand for: Special Education (SPED), English 2nd Language Learners (ELL) and mental health services. The challenge is addressing these needs while maintaining services. These resource reallocations have impact the budget. The need for ELL services has exploded in recent years, here and throughout the public education system. At the elementary level we do not have enough staff with the necessary skills to meet ELL needs. SPED needs are also expanding, however, the state's SPED funding formula has not been augmented in several years and the District's actual SPED costs far exceed current state funding. This is something that the state needs to address. There was discussion on the Special Ed. trends; how a "need" is determined; the District's significant out-of-district tuition costs and their efforts to provide these services in-district. Thus reducing out-of-district tuitions and reliance on outside services. Regionalization has also provided the District with the opportunity to consolidate resources and build-out education areas to address the needs of specific cohorts. Going forward these concerns will necessitate protracted discussions with both communities. It was suggested that generating the cost/benefit analysis on these

efforts would be helpful. Discussed returned to the budget. There was a review of the reductions to the FY 15 budget that required in February 2015. Specific sectors of the FY 16 budget were touched upon, including capital planning projects & strategies; fixed costs & obligations; E&D fund management; placeholders for: state funding, service assessments (i.e. CASE Collaborative) & out-of-district placement tuitions; and the measures that were taken to reduce costs. They also are contending with changes in funding sources that were previously available. The impact of these reductions is that the budget is actually up 6.6% overall. There was discussion regarding the enrollment trends; historic and projected. There was also discussion on the low-income trends. Low income families are a reality here in the A-B community. Identifying these students has been difficult; however the federal government now tracks subsidy program participants and shares this information with the District. Data indicates that this population has increased significantly. The District realized an additional 90 "low-income" students this year and they are seeing more students living in state-assigned transitional housing. The immediate cost impact is in providing more reduce-cost meals, however, these students typically also need other support services, which is harder to track. Information was provided on the educational services provided to student unable to attend school due to mental health or chronic illness and those provided to assist them in re-integrating into school. There was discussion on the District's efforts to address security concerns. Two years ago the District improved some security measures and they are continuing with these efforts in phases going forward. There was discussion about the need to reduce class sizes in Acton. It was confirmed that though the District inherited the Blanchard's Choice students they no longer accepts new Choice students. Discussion returned to the Budget. Boxborough would have faced an even bigger school budget increase this year if we had not regionalized. The District has been working hard to address the budget concerns raised by the Acton stakeholders. The Governor's budget is still pending, but the District is hopeful. Town Accountant Barrett was thanked for her help in improving the District's Table 6.

- Conservation Commission members Norm Hanover and Charlene Golden were present to provide the ConsCom's input on the Town's foreclosed and tax title property inventory. Hanover referred to ConsCom's recommendations on the disposition of these properties. The Selectmen noted that nothing is being decided at this time. This matter will continue to evolve as additional input is gathered. The next step is to distribute this information to other boards/committees it obtain their feedback. There was discussion about the formal steps and processes necessary for the Town to possibly convey, retain, or auction these properties. Town Meeting action would be necessary at some point. There was also discussion on writing out these steps. Town Counsel will be consulted on creating this material. It was suggested that MapGeo might be useful in evaluating the value of these parcels. This is just the beginning of a long-term process.

The Board took Agenda Items #4 (a-c), out of order.

MINUTES

- Member Gorman moved to accept the minutes for the regular session of February 4, 2015, as revised and the executive session of February 11, 2015, as written. Seconded by Member Fox. **Approved 4-0.**
- The Selectmen passed over approval of the regular session minutes of February 11, 2015.

APPOINTMENTS (Continued)

Discussion of the IT budget was deferred as TA Shaw was still conferring with the FinCom.

- No one asked to speak under the Citizens concerns.

SELECTMEN REPORTS

- Member Gorman reported that he has completed his evaluation of DPW Dir. Garmon and has reviewed it with Dir. Garmon. Needed improvements have been identified. He will be sitting down, quarterly, with Dir. Garmon to review his progress.
- He also reported that concerns have been raised about the proposed acquisition of Tax Collector software from a new vendor. He has learned that other communities have had issues using this program. Additional discussions should take place regarding the proposed conversion with Tax Collector Shemowat, TA Shaw, Accountant Barrett and himself. He will communicate this to TA Shaw.
- Chair Amoroso deferred his report until the Minuteman discussion later in the agenda.
- Member Stemple reported that the Steele Farm Advisory Comm. is pleased with the condition of the farmhouse basement since the heater/warmers were installed, so they have deferred any work or making recommendations on larger projects at this time. Member Gorman advised that he has noticed condensation on the house's upper floor windows. This could be a result of the warmers being installed and may need to be addressed. The Conway School will be making a joint presentation on March 23rd to the Selectmen and the Master Plan Update Comm. Conway School has had initial discussions with stakeholders on the

condition of the bldgs. A clear, coherent vision for the Steele Farm property is needed. It was suggested information be provided as the building conditions and issues at the back of the Gym at Town Meeting.

- Member Fox reported that he has participated in several meetings with TA Shaw and Chief Ryder on the Town's technology concerns. Guardian is putting together proposals for several proposed projects. It looks like we now have a firm grasp as our expenses/costs going forward.

OLD BUSINESS (Continued)

- The Selectmen re-opened discussion on hanging banners across Massachusetts Avenue and to determine if the Selectmen would support this practice. The Selectmen support this proposal, however a policy and process should be established before the Town implements this.
- The Selectmen followed up on their previous Grange Meeting Room improvements discussions to formally charge Building Inspector with developing plans for the proposed improvements. Chair Amoroso moved to task the Inspector of Buildings (BI) with continuing to develop plans for the renovation of the "stage area" and foyer into the Grange Meeting Room, and further, to place an article for those renovations on the Annual Town Meeting warrant Seconded by Member Gorman. **Approved 4-0.**
- Chair Amoroso reported on the Minuteman Regional School District. He reviewed the Minuteman Administration presentation at the last Selectmen's meeting, and provided background on the proposed building project; proposed revisions to the District Agreement; the 2014 Town Meeting actions by member towns and his discussions with his counterparts other member towns specifically Dover, Wayland & Needham. He presented his new set of amendments at the last Selectmen's meeting. There is not enough time for them to be considered for this Town Meeting cycle; however there is some support for his proposal. He does not believe that the revised agreement will pass so he would consider putting his proposal forth at a fall special town meeting. DESE has final approval of any amendments to a School District's Agreement. A fall STM would still allow the District time to act before the MSBA's June 2016 deadline. He believes that the Minuteman would lose just about 15 students, overall, if all of the communities discussing withdrawal left the District. Even if we leave Boxborough still has a vested interest in Minuteman surviving. The current amendments reduce our voice in the governance of the District. We are equidistant from Minuteman and two other vocational schools. All options need to be considered. We need to provide for the educational needs of our residents in the best way possible.

The Board took Agenda Items #7a and #7b, out of order.

NEW BUSINESS

- Member Gorman moved to forward to the Finance Committee for approval the request to transfer \$9,350 from the Reserve Fund to 001-210-5443-0000, Police – Equipment Maintenance Supply, for the purpose of replacing eleven expired ballistic resistant vests Seconded by Member Fox. **Approved 4-0.**
- The Selectmen took up designating a liaison to Community Preservation Committee (CPC). Member Bak will be asked if she would like to serve as the CPC liaison.

TA Shaw returned to the meeting.

APPOINTMENTS (Continued)

- Town Administrator, Selina Shaw reviewed proposed FY 16 IT (Technology) budget. Previously PEG cable funds had been used to directly offset IT expenses. However it has been determined that the Town should establish a formal IT budget to track expenses and revenues. We have made significant improvements recently to our IT infrastructure and we need to have a clear vision of in order to manage our IT equipment and services going forward. Based on these efforts it was determined that available PEG cable revenues are insufficient to properly address these needs. TA Shaw noted that this is more of change in policy rather than simply a change in accounting practices. There was also discussion as to the intended use language within the cable licensing agreement, specifically as to government channel broadcast expenses. It was opined that these revenues are fungible. There was discussion of several IT endeavors that are under discussion such as increasing our public cable access services; engaging the services of Littleton Cable for broadcasting and as we no longer have in-house IT support, entering into a "Guardian Eye" service contract. TA Shaw further noted that she continues to meet regularly with Member Fox and Chief Ryder to discuss the Town's IT concerns and that they have realized that there may be additional services we need to plan for. This IT budget is new and will continue to evolve. The Selectmen decided to defer any discussion on these matters until TA Shaw can provide a cost/risk analysis regarding the "Guardian Eye" proposal and a run analysis on both cable accounts.

OLD BUSINESS (Continued)

- Any additional discussions concerning the FY 16 Budget would take place within the Warrant Articles discussion.

- The Selectmen reviewed a summary list of proposed warrant articles for the Annual/Special Town Meeting.

Article#	Purpose	Action
6	Minuteman District Agreement	Placed at the request of the District. (Not putting forth an article to withdraw.)
7	Transferring Parcels	Deleted/Pulled
13	Promote Sgt. to Lt.	Will check on budget impact
14	Wages portion Dispatch	Will check on listed wage amount*
16	DPW FTE	Member Gorman spoke to proposal
17	Additional Library hours	There is a philosophical question - article or budget item. Adding operational hours not additional staff. The Library is outside BoS purview. FinCom will be the arbitrator of article/budget question.
18-21 & 30	CPC Proposed Items that were pulled from the 2014 Warrant	Deleted/Pulled - CPC has advised that they will not have enough time to put forth proposal for this ATM so the question is whether to defer these items or put them on as capital articles. Town Clerk - would prefer to put the 1 st phase of her records conservation proposal forth as an article even if CPA funds are unable. 19-21 will be pulled and deferred until CPC can act on them.
22	Police - Accreditation	Member Fox will follow up with the Chief to get more information.
23	Police - Palm Scanner	To replace old-fashioned ink fingerprinting
24	Fire - Pumper Truck	To replace 26 yr. old truck. Past usable life; Maintenance has become cost prohibitive. FinCom ambivalent on whether they will support.
25	Fire - Turn out gear	Safety issue - scheduled replacement; reached usable life
27	DPW - Supplement Ch.90 Paving	To establish paving plan and maintenance schedule. Data on the pros/cons will be needed to support this cost.
28	RecCom - Liberty Fields Study (CPC)	Deleted/Pulled - CPC has advised that they will not have enough time to put forth proposal for this ATM
29	RecCom - Skate Park (CPC)	As discussed earlier this will stay as a placeholder for now.

*Same health insurance cost used as a placeholder for all additional personnel articles.

There was discussion on the CPA fund allocation articles. It clarified that the CPA funds do not go away if not used within a fiscal year. There was discussion as to when the state match goes into effect. It was determined that when we do go forward CPA proposals could be rolled into one article on the warrant.

The Selectmen reviewed the "Non-Appropriation Financial" Articles on the list. Most are annual "housekeeping" actions. It was noted that with #35 - Assessor: Personnel Exemption the law has changed so once it is voted at this ATM it will no longer require annual action. #36 - Fire Alarm Systems Chief White has requested this be increased.

The Zoning Bylaw revision articles (#41- 47) are the purview of the Planning Board.

Member Gorman moved to close the warrant for the annual town meeting and the special town meeting within the annual, which begin on May 11, 2015. Seconded by Member Stemple. **Approved 4-0.**

ADJOURN

- The meeting adjourned at 10:50 PM.



**Town of Boxborough
29 Middle Road, Boxborough, MA 01719
Request for Proposals
Tiered Discount Solar Installation Program
for Residents of the Town of Boxborough**

1.0 General

The Town of Boxborough (hereinafter the "Town"), acting through its Chief Procurement Officer and its Energy Committee (hereinafter the "Energy Committee"), is soliciting proposals from qualified firms to provide residents and businesses within the community with tiered discount pricing, available for a limited time, to install photovoltaic solar panels.

The project, called the Boxborough Solar Initiative (hereinafter the "Solar Initiative" or the "Program"), is similar in function and scope to the Solarize Mass Program offered by the Commonwealth of Massachusetts, Clean Energy Center and the Department of Energy Resources (DOER). The Town is served by a municipal light plant, Littleton Electric Light Department (LELD), which does not contribute to the RET (Renewable Energy Trust) and therefore is not eligible to participate in the commonwealth's Solarize Mass Program. The Solar Initiative is intended to be similar to the Solarize Mass community programs, but is not sponsored by the Massachusetts Clean Energy Center.

This RFP describes the scope of services requested and sets forth all requirements and selection criteria for the successful firm (hereinafter, the "Installer"). The "bid price" is the schedule of tiered price discounts that shall be made available to residents and businesses, and the time period during which the discounts shall be available.

This RFP has been structured to comply with all applicable Massachusetts General Laws. All respondents to the RFP must ensure that the submittal is received by the date and time specified herein or automatically be disqualified. The Attachments hereto are incorporated by reference in this RFP.

Proposals will be accepted in the office of the Town Administrator, Town of Boxborough, 29 Middle Road, Boxborough, MA 01719 no later than 12:00 p.m.Noon, April 23, 2015.

UNEXPECTED CLOSURES: If, at the time that responses are due, Town Hall is closed because of uncontrolled events such as fire, weather-related, or building evacuation, the due date will be extended until noon on the next normal business day. Responses will be accepted until that date and time.

DOWNLOADING OF DOCUMENTS: Respondents downloading information from the Town's website are solely responsible for obtaining any addenda prior to the due date for responses. If respondent notifies David Lindberg, Inspector of Buildings by e-mail to dilindberg@boxborough-ma.gov (preferred), by phone to 978-264-1725, or by fax to 978-264-3127, the respondent will be informed of

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any changes or items of clarification to this request for responses. Respondent shall provide the Inspector of Buildings with the name of the company, street address, city, state, zip, phone fax and e-mail address.

ADDENDA: If it becomes necessary to revise any part of these specifications, or otherwise provide additional information, addenda will be mailed or faxed to all respondents on record as having received the Request for Response.

QUESTIONS: There will be no pre-Proposal conference. All questions regarding the RFP must be received by email to the Inspector of Buildings (dlindeberg@boxborough-ma.gov) or fax (978-264-3127) no later than 5 PM on April 17, 2015. Verbal responses by Town staff or others are not valid or binding.

Responses to all questions submitted as directed above will be provided in the form of an RFP Addendum to all respondents of record and will be distributed by email.

MODIFICATIONS: After the due date for responses, a respondent shall not change any provision of the response in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the respondent will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the price offered, the mistake will be corrected to reflect the intended correct price, and the respondent will be notified in writing; the respondent shall not withdraw the response. A respondent may withdraw response if a mistake is clearly evident on the face of the price offered, but the intended correct price is not similarly evident.

All prices submitted in response to this RFP must remain firm for ninety (90) days from the proposal submittal deadline.

RIGHT TO CANCEL OR REJECT: The Town of Boxborough reserves the right to cancel this Request for Proposals or reject in whole or in part any and all responses, if the Town determines that cancellation or rejection serves the best interests of the Town.

2.0 Program Description

The Boxborough Solar Initiative is similar in function and scope to the Solarize Massachusetts Program offered by the Commonwealth of Massachusetts, Clean Energy Center and DOER. The selected installer (hereinafter the "Installer") shall propose a tiered price discount program, based on total kilowatts of solar electricity generating capacity installed in the Town during a specified period (the "Program Period"), that shall be available to Boxborough residents and businesses during the Program Period. The Program Period should be no shorter than five months.

The Town is served by Littleton Electric Light Department, a municipal light plant. LELD does not provide Net Metering service to Customers that utilize equipment lease and/or power purchase agreements (PPAs). LELD is currently re-designing its Net Metering Rate structure with a goal to accommodate an additional 461 kW of residential and 655 kW of commercial net metering installations. The updated Net Metering Rate is expected to be in place by May 1, 2015. The current rate can be found at www.llewd.com/fileupload/documents/netmeteringrate1.pdf.

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Town volunteers (hereinafter "Volunteers") will assist in marketing and publicizing the Solar Initiative program during the same period. The Installer shall enter into contracts with customers for the installation of solar photovoltaic systems. While the Installer shall not have an exclusive right to sell solar installation services in Boxborough during this or any other period, all marketing and publicity efforts by the Volunteers to the community will focus on this program and the selected Installer.

3.0 Scope of Services

The Installer shall have primary responsibility for managing leads, performing site assessments, providing general customer service, contracting, installation and all other functions typically associated with the sales and installation process. The Installer shall also play an integral role in sponsoring, planning, financing and implementing public outreach and educational events in coordination with the Energy Committee, Volunteers and the Town.

Task 1: Publicity and Marketing

Immediately after selection of the successful Installer, the Installer shall work cooperatively with the Energy Committee and Volunteers to plan, finance and begin implementation of the publicity and marketing program.

The Installer, through its representatives, shall attend, as requested, meetings of the Energy Committee during the Program Period, and public forums sponsored by the Energy Committee to describe and publicize the Solar Initiative Program and solar energy in general.

The Installer shall provide the Energy Committee with relevant metrics, such as number of leads generated, number of feasible sites identified, number of contracts signed, and total capacity contracted or to be contracted during the Program Period.

The Installer shall respond promptly to inquiries from the Energy Committee, customers or potential customers, and town officials.

The Installer may use the words "Boxborough Solar Initiative" and/or symbols and logos to be adopted by the Energy Committee in connection with the Program in its marketing materials.

The Installer shall provide Customers with the pricing available at the appropriate tiered level. If a Customer signs a contract with the Installer at a time when one discount tier applies, and later the volume of kW to be installed in the Town triggers another tier, the Customer who has already signed a contract shall get the benefit of the deeper discount.

Task 2: Site Assessments

Upon an expression of interest from a potential Customer, the Installer shall conduct a site assessment to determine the feasibility of a solar installation on the potential Customer's site.

The Installer shall evaluate a site's suitability for solar PV, including shading, onsite load and any electrical, structural or mechanical issues that may increase the cost of the solar PV project relative to the proposed purchase price.

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The Installer shall provide residents whose locations are not suitable for solar installations with information on alternative energy cost savings measures (e.g. energy efficiency or other renewable energy alternatives).

Task 3: Contracting and Installation

The Installer shall provide each prospective Customer a detailed return on investment (ROI) analysis showing the various costs and returns that can be reasonably expected over the life of the PV system of interest to the Customer. The ROI analysis should include pricing at the tier level currently achieved, the additional costs of identified adders, charge for early roof replacement, financing charges, price of SREC's, price of electricity provided by LELD based on historical averages, percent of solar power expected to be used by Customer, LELD net metering rates, policies and incentives and state and federal incentives.

The Installer shall sign written contracts with each residence or business to be provided solar installation services (hereinafter the "Customer") as part of the Program. The respondent shall provide a form of contract with the Proposal.

Upon contracting, the Installer shall be responsible for providing each Customer with a turnkey service which includes securing all local permits and completing the project within one year of project application approval. In addition, the Installer shall be expected to provide information regarding net metering, the sale of SREC's and any other federal or state incentives available for the Customer.

The Installer's contracts with Customers shall allow Customers to opt-out of any or all electronic communications with the Installer, and shall describe how the Installer shall use and shall keep private any private or confidential information it may receive from Customers, including but not limited to email addresses.

Task 4: Town Undertakings

Representatives from the Energy Committee and community Volunteers will assist in coordinating, marketing and publicizing the Boxborough Solar Initiative program. The Town shall not provide a financial commitment.

4.0 Schedule

The selected Installer shall commence work on the Boxborough Solar Initiative within five days of signing of a Memorandum of Understanding with the Town. The Program Period shall begin immediately after a project "kick off" meeting between the Energy Committee and the Installer, to be held within two weeks of the signing of the Memorandum of Understanding.

5.0 Minimum Town Selection Criteria

The Town is intent on engaging an Installer with significant experience in the assessment and installation of residential and commercial solar PV facilities.

5.1 The successful Installer shall meet all the current criteria for participation in the Massachusetts Clean Energy Center's Solarize Massachusetts Program as described below.

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- 5.1.1 Demonstrate experience and proficiency in solar PV installations. The Installer must have installed a minimum of ten (10) solar PV systems in Massachusetts and bear the designation of "Expedited Installer" under the Commonwealth Solar II Rebate Program.
 - 5.1.2 Be, at minimum, a professional contractor licensed to conduct business in Massachusetts.
 - 5.1.3 Include on the project team at least one electrician holding a valid and current Massachusetts electrical license to perform any electrical work on the solar PV Installations.
 - 5.1.4 Submit a proposal that meets the proposal requirements outlined in Attachment A.
- 5.2 The Installer agrees to defend, indemnify and hold harmless the Town, its officers, employees, and agents, including the Energy Committee and Volunteers, from and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses, including attorneys' fees, arising out of work performed by the Installer, its agents or employees, or from equipment used by or products sold by the Installer. The Installer shall further agree to add the Town, its officers, employees and agents, including the Energy Committee and Volunteers, to its comprehensive general liability and products liability insurance policy as Additional Insureds at the expense of the Installer. The Installer's comprehensive and products liability policy shall be primary and non-contributory.

Further, the Installer shall provide a certificate of insurance prior to the commencement of work for the Town's residents, naming the Town, its agents, employees and volunteers as Additional Insureds with limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000.) annual aggregate.

- 5.3 The Respondent shall provide a form of contract with the Proposal. Each contract shall put the Customer on notice that the Customer is entering into a contractual relationship with the Installer alone, and not the Town of Boxborough, and that the Customer shall have legal recourse only against the Installer and not against the Town.
- 5.4 The installer shall also provide the following:
- 5.4.1 One primary contact to manage activity in Boxborough during the Solar Initiative Program Period.
 - 5.4.2 Identification of system specifications for equipment to be used for projects in the Solar Initiative, including equipment manufacturers, models, and warranties for modules, inverters, racking, meters, and data acquisition systems, if applicable.
 - 5.4.3 Installations provided by employees of Installer (no subcontracting of installation) and supervised by a NABCEP-certified installer and master electrician.
 - 5.4.4 Turnkey service including permitting, application for rebates, interconnection application, and completion of installation within one year of permit approval. In addition, the Installer shall provide information regarding net metering rates and policies, the sale of SRECs, and other federal and state incentives available for the Customer.
 - 5.4.5 Pricing proposal including tiered pricing structure and pricing contingencies - See Attachment B.
 - 5.4.6 Warranty on workmanship of installation.

6.0 Comparative Selection Criteria

Award will be made to the Installer meeting the minimum selection criteria above and that best meets the following comparative selection criteria:

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- 6.1 Price discounts and the tiers at which they become available.
- 6.2 Duration and timing of formal Program Period
- 6.3 Incentives to benefit the Town (e.g., donated PV system(s), rebate, gift card, or other financial incentives)
- 6.4 Demonstrated experience of members of the proposed project team with residential and small scale commercial solar installations.
- 6.5 History of client satisfaction based on at least 4 Massachusetts customer reference checks.
- 6.6 In addition, Installers shall also be evaluated to the degree they address the following
 - 6.6.1 Offer US-made panels, as an option
 - 6.6.2 Provide annual production guarantee on contracts, with pay at a level at least equivalent to Boxborough's current electricity rate.
 - 6.6.3 Offer an online system monitoring at no additional cost
 - 6.6.4 Offer micro-inverters
 - 6.6.5 Provide a way to manage SREC
 - 6.6.6 Provide alternative for low-cost entry, which could include an equipment lease or other financial alternative.
 - 6.6.7 Provide compelling and comprehensive marketing plan
 - 6.6.8 Provide marketing support that includes the design and production of collateral materials and financial support needed to execute the comprehensive plan
 - 6.6.9 Availability of Installer staff for timely site evaluation and installation
 - 6.6.10 Price contingencies (adders) that are competitively priced and clearly identified
 - 6.6.11 Length of warranty on material and workmanship
 - 6.6.12 Professionalism of staff

7.0 Submission Requirements

Five (5) copies of the proposal shall be submitted, no later than 12:00 Noon EDT, April 23, 2015 to:

Ms. Selina Shaw
Town Administrator/Chief Procurement Officer
29 Middle Road
Boxborough, MA 01719
(978) 264-1712

8.0 Interviews and Award

The Town may make an award based solely upon review of the proposals as submitted. If interviews are required to distinguish between finalists, firms will be invited to make a presentation before a selection committee.

The successful Installer shall enter into a Memorandum of Understanding with the Town setting forth in more detail the terms of the agreement between the parties reflected in this RFP.

The Town reserves the right to award this Program to the firm it estimates will perform the services in a manner that is in the best interests of the Town. The Town will award the Program to the proposer offering the most advantageous proposal, from a responsible and responsive proposer, taking into consideration all evaluation criteria set forth herein.

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Finally, the Town reserves the right to reject any proposals or to waive any informality in the bidding process if it is in the best interest of the Town.

9.0 Questions

Questions regarding this Request for Proposal shall be directed in writing to:

Boxborough Energy Committee
c/o Boxborough Inspector of Buildings

29 Middle Road
Boxborough, MA 01719,
or, by email to:
dlindberg@boxborough-ma.gov.

ATTACHMENT A – PROPOSAL REQUIREMENTS

Proposals must contain the following:

Executive Summary: The Executive Summary shall summarize the highlights of the proposal, including the key features and distinguishing points of the proposal as well as any unique problems perceived by the installer and proposed solutions.

Proposal Team Experience: Identify all members of the project team, including, but not limited to, partners assisting in project financing, customer service, outreach, project installations, and SREC aggregation or brokerage. Include an organization chart outlining the various key individuals and partners, a description and location of each, and attach resumes and copies of any licenses, if applicable, of all key individuals on the project. Installers are welcome to partner, but an Installer must be the lead company on the proposal. Proposals must include the following:

- Description of the applying Installer, including company size, financial stability, location, capacity for work, and access to various supply chains. Highlight relevant experience, skills and capabilities necessary to undertake the work including but not limited to, PV installations in Massachusetts and the designation as an “Expedited Installer” under the Commonwealth Solar II Rebate Program. The Installer shall provide references for at least ten (10) of its completed projects. Additionally, Installer shall list all Solarize Mass programs, with municipal contacts, that they completed within the last four years.
- Identify any partnerships or resources you provide to your customers to facilitate the sale of their SRECs.
- Provide a list of any partners on the project team that are located in or near Boxborough.
- Identify any partners that are local to the Community and/or are focused on sustainable business practices.
- Option: Propose a partner or contact who can install solar hot water systems, other renewable energy technology, or other energy efficiency measures.

Proposal Narrative: The proposal narrative shall outline a detailed and solid strategy, which at a minimum shall address the following items:

- Program Plan: Provide a plan for implementation, describing the proposing Installer’s ability to provide solar PV installation services to the Community during the Program period. Specifically, the proposal shall describe the Installer’s ability to provide timely customer service, site assessments, rebate application submissions, installation services, and SREC aggregation. Please elaborate on the specific intake process for customer leads, method for screening sites, and an installation schedule for tiered levels of solar PV capacity. Include an estimate of the number of small-scale solar PV projects the Installer team can complete on a monthly basis. Describe a Quality assurance process for the solar PV installations and outline the process for managing any permits, inspections and the interconnection process with the local utility. Finally, outline how the quality of the proposed equipment and installation process will be explained to the customer.

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- Timeline: Provide an expected timeline for the average customer under the Program to guide the Community and the customer expectations.
- Marketing Strategy: Outline a marketing plan that describes methods to motivate community-driven solar PV installations. Describe ways in which a joint marketing strategy between the Community and the Installer plans to expand the number of solar PV projects within the Community. Include ideas by which Community outreach can be leveraged to generate leads more likely to move forward. Identify any potential Community partners that may be able to assist in deploying or enhancing the marketing strategy.
- Marketing Budget: Propose a marketing budget that will be financed by the installer to implement the marketing strategy described above.
- Geographic Proximity: Provide a plan to address the Installer’s geographic proximity to the targeted Community and how this will shape the services provided.

Pricing Proposal: Installers shall refer to and complete the forms in Attachment B - Pricing Proposal. Pricing Proposal information must be submitted as an electronically produced document - hand written documents shall not be accepted. Project specific pricing will not be considered for this Program. In addition, the Program shall not recognize any project-related costs adders if they are not outlined in Attachment B at the time of proposal submission.

- Tiered Price Structure: Outline the Purchase Price on a total capacity of solar PV contracted using the following five tiers:

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
1kW – 25kW	>25kW – 50kW	>50kW – 100kW	>100kW – 200kW	200kW +

- As total contracted capacity increases by tier, the Installer’s proposed price per watt (\$/W) must decrease for customers that purchase a system under the program.
- Installers may propose additional incentives as higher tiers of aggregate contracted capacity within a Community are reached. Examples of the financial incentive can include a donated PV system, a rebate, gift card, or other financial incentives.
- Pricing proposals shall include total installation costs, which includes system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price shall be independent of any tax credits or incentives available to the customers. Alternative pricing structures or financial models will be evaluated as appropriate.
- Price Contingencies (Adders): It is understood that features of certain installations will result in higher costs. Installers must outline specific electrical, mechanical, structural, equipment, site, or labor features that will result in greater costs.
- Adders shall be listed as a \$/watt typical cost for projects in Attachment B. If applicable, Installers may also list an adder as a typical flat fee.

- Installers will be responsible for identifying individual projects that include Adders.

Sample ROI Analysis: Include a sample ROI analysis with the Price Proposal that illustrates the level of detail which will be provided to Program Customers.

Sample Customer Agreement: Include a sample customer agreement that will be used in the Program.

System Specifications: Identify system specifications for equipment that will be used for projects going through the Program, including equipment manufacturers, models, and warranties for modules, inverters, racking, meters, and data acquisition systems, if applicable. Boxborough is interested in high quality as well as cost competitive equipment.

Proposal for Sites Not Feasible for Solar PV: Outline the process by which the Installer team will handle leads that do not have feasible sites for solar PV.

ATTACHMENT B – PRICING PROPOSAL

Primary Point of Contact

<i>Installer Company Name</i>	
<i>Contact Name</i>	
<i>Contact Phone Number</i>	
<i>Contact Email</i>	

Proposed Equipment

List all proposed equipment to be used during the course of the Program for the typical solar PV installation. If more than one variety of equipment will be used, please include it below.

Major Component	Manufacturer	Model Number
<i>Inverter(s)</i>		
<i>PV Modules</i>		
<i>Mounting System</i>		
<i>Production Meter</i>		
<i>Data Acquisition System (if applicable)</i>		

Tiered Pricing Proposals

The bid should include a dollar per watt (\$/W) Purchase Price that will reduce as higher tiers are reached.

Tiers	1kW-25kW	>25kW-50kW	>50kW-100kW	>100kW-200kW	200kW+
Purchased Price (\$/W)					

Price Contingency Factors

Outline below any additional costs that may increase the tiered pricing proposal.

Factors	Increased Cost (\$/W)	Increased Cost (\$/kWh)	Flat Fee (if applicable)	Description of Work
<p>Site Specific</p> <p>May include, but is not limited to:</p> <ul style="list-style-type: none"> • Multiple roof arrays • Tilt racking • Standing seam metal roof • Flat roof • Pole or ground mounted system • Tree removal 				
<p>Structural</p> <p>May include, but is not limited to:</p> <ul style="list-style-type: none"> • Reinforcing rafters 				
<p>Electrical</p> <p>May include, but is not limited to:</p> <ul style="list-style-type: none"> • Electrical panel upgrade • Electrical sub-panel • Meter Upgrade/change • Interior conduit run 				
<p>Monitoring to the Production Tracking System (if applicable)</p>				
<p>Internal Monitoring (Micro-inverters)</p>				
<p>Extended Warranty (if applicable)</p>				
<p>Maintenance (if applicable)</p>				

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Factors	Increased Cost (\$/W)	Increased Cost (\$/kWh)	Flat Fee (if applicable)	Description of Work
Other May include, but is not limited to: <ul style="list-style-type: none"> • Additional cost micro-inverters • Steep roof / tall roof (define) • Small system adder • Large system cost subtraction 				
American Made Solar Panels				
Total Additional Cost				
(Optional) Other Potential Costs				

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**Town of Boxborough
29 Middle Road, Boxborough, MA 01719
Request for Proposals
Tiered Discount Solar Installation Program
for Residents of the Town of Boxborough**

1.0 General

The Town of Boxborough (hereinafter the "Town"), acting through its Chief Procurement Officer and its Energy Committee (hereinafter the "Energy Committee"), is soliciting proposals from qualified firms to provide residents and businesses within the community with tiered discount pricing, available for a limited time, to install photovoltaic solar panels. ~~The Town is acting through its Energy Committee (hereinafter the "Energy Committee")~~.

The project, called the Boxborough Solar Initiative (hereinafter the "Solar Initiative" or the "Program"), is similar in function and scope to the Solarize Mass Program offered by the Commonwealth of Massachusetts, Clean Energy Center and the Department of Energy Resources (DOER). The Town is ~~servieed~~served by a municipal light plant, Littleton Electric Light Department (LELD), which does not contribute to the RET (Renewable Energy Trust) and therefor is not eligible to participate in the commonwealth's Solarize Mass Program. The Solar Initiative is intended to be similar to the Solarize Mass community programs, but is not sponsored by the Massachusetts Clean Energy Center.

This RFP describes the scope of services requested and sets forth all requirements and selection criteria for the successful firm (hereinafter, the "Installer"). The "bid price" is the schedule of tiered price discounts that ~~will~~shall be made available to residents and businesses, and the time period during which the discounts ~~will~~shall be available.

This RFP has been structured to comply with all applicable Massachusetts General Laws. All respondents to the RFP must ensure that the submittal is received by the date and time specified herein or automatically be disqualified. The Attachments hereto are incorporated by reference in this RFP.

Proposals will be accepted in the office of the Town Administrator, Town of Boxborough, 29 Middle Road, Boxborough, MA 01719 ~~until no later than 2:00-12:00~~ 2:00-12:00 p.m. ~~Noon~~, April ~~16~~23, 2015.

UNEXPECTED CLOSURES: If, at the time that responses are due, Town Hall is closed because of uncontrolled events such as fire, weather-related, or building evacuation, the due date will be extended until noon on the next normal business day. Responses will be accepted until that date and time.

~~Addenda will be issued if any changes are made to this RFP. Addenda will be mailed, faxed, or transmitted via email to all biddersrespondents on record.~~

DOWNLOADING OF DOCUMENTS: Respondents downloading information from the Town's website are solely responsible for obtaining any addenda prior to the due date for responses. If

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respondent notifies David Lindberg, Inspector of Buildings by e-mail to dlindberg@boxborough-ma.gov (preferred), by phone to 978-264-1725, or by fax to 978-264-3127, the respondent will be informed of any changes or items of clarification to this request for responses. Respondent shall provide the Inspector of Buildings with the name of the company, street address, city, state, zip, phone fax and e-mail address.

ADDENDA: If it becomes necessary to revise any part of these specifications, or otherwise provide additional information, addenda will be mailed or faxed to all respondents on record as having received the Request for Response.

QUESTIONS: There will be no ~~bidders'~~pre-Proposal conference, ~~but there may be interviews of selected candidates.~~ Except during the interviews, all All questions regarding the RFP must be submitted received in writing by email to the Inspector of Buildings (dlindberg@boxborough-ma.gov) or fax (978-264-3127) no later than 5 PM on April 17, 2015. Verbal responses by Town staff or others are not valid or binding.

~~Submitters must submit all questions in writing at least five days prior to the bid due date and time. Questions in writing shall be directed to:
Town Administrator, C/O Energy Committee, 29 Middle Road, Boxborough, MA 01719.~~

~~Responses to all questions submitted in writing as directed above will be provided in the form of an RFP Addendum to all ~~bidders~~respondents of record and will be distributed by email. ~~In order to facilitate this process, questions and responses will be transmitted by fax and/or e-mail with hard copy to follow by mail.~~~~

~~A bidder may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set for the proposal submittal.~~

MODIFICATIONS: After the due date for responses, a respondent shall not change any provision of the response in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the respondent will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the price offered, the mistake will be corrected to reflect the intended correct price, and the respondent will be notified in writing; the respondent shall not withdraw the response. A respondent may withdraw response if a mistake is clearly evident on the face of the price offered, but the intended correct price is not similarly evident.

~~All bid prices submitted in response to this RFP must remain firm for the term of the Program ninety (90) days from the bid proposal submittal deadline.~~

~~The Town may cancel this RFP, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.~~

RIGHT TO CANCEL OR REJECT: The Town of Boxborough reserves the right to cancel this Request for Proposals or reject in whole or in part any and all responses, if the Town determines that cancellation or rejection serves the best interests of the Town.

2.0 Program Description

The Boxborough Solar Initiative is similar in function and scope to the Solarize Massachusetts Program offered by the Commonwealth of Massachusetts, Clean Energy Center and DOER. The selected installer (hereinafter the "Installer") ~~will~~shall propose a tiered price discount program, based on total kilowatts of

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solar electricity generating capacity installed in the Town during a specified period (the “Program Period”), that ~~will~~shall be available to Boxborough residents and businesses during the Program Period. The Program Period should be no shorter than five months.

The Town is ~~serviced~~served by Littleton Electric Light Department, a municipal light plant. LELD does not provide Net Metering service to Customers that utilize equipment lease and/or power purchase agreements (PPAs). LELD is currently re-designing its Net Metering Rate structure with a goal to accommodate an additional 461 kW of residential and 655 kW of commercial net metering installations. The updated Net Metering Rate is expected to be in place by May 1, 2015. The current rate can be found at www.lelwd.com/fileupload/documents/netmeteringrate1.pdf.

The Town ~~will provide a group of dedicated~~volunteers (hereinafter “Volunteers”) ~~will assist in~~to marketing and ~~publicize~~publicizing the Solar Initiative program during the same period. The Installer ~~will~~shall enter into contracts with customers for the installation of solar photovoltaic systems. While the Installer ~~will~~shall not have an exclusive right to sell solar installation services in Boxborough during this or any other period, all marketing and publicity efforts by the Volunteers to the community will ~~focus~~focus on this program and the selected Installer.

3.0 Scope of Services

The Installer ~~will~~shall have primary responsibility for managing leads, performing site assessments, providing general customer service, contracting, installation and all other functions typically associated with the sales and installation process. The Installer ~~will~~shall also play an integral role in sponsoring, planning, financing and implementing public outreach and educational events in coordination with the Energy Committee, Volunteers and the Town.

Task 1: Publicity and Marketing

Immediately after selection of the successful Installer, the Installer ~~will~~shall work cooperatively with the Energy Committee and Volunteers to plan, finance and begin implementation of the publicity and marketing program.

The Installer, through its representatives, ~~will~~shall attend, as requested, meetings of the Energy Committee during the Program Period, and public forums sponsored by the Energy Committee to describe and publicize the Solar Initiative Program and solar energy in general.

The Installer ~~will~~shall provide the Energy Committee with relevant metrics, such as number of leads generated, number of feasible sites identified, number of contracts signed, and total capacity contracted or to be contracted during the Program Period.

The Installer ~~will~~shall respond promptly to inquiries from the Energy Committee, customers or potential customers, and town officials.

The Installer may use the words “Boxborough Solar Initiative” and/or symbols and logos to be adopted by the Energy Committee in connection with the Program in its marketing materials.

The Installer ~~will~~shall provide Customers with the pricing available at the appropriate tiered level. If a Customer signs a contract with the Installer at a time when one discount tier applies, and later the volume

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of kW to be installed in the Town triggers another tier, the Customer who has already signed a contract ~~will~~shall get the benefit of the deeper discount.

Task 2: Site Assessments

Upon an expression of interest from a potential Customer, the Installer ~~will~~shall conduct a site assessment to determine the feasibility of a solar installation on the potential Customer's site.

The ~~site assessment~~Installer ~~will~~shall evaluate a site's suitability for solar PV, including shading, onsite load and any electrical, structural or mechanical issues that may increase the cost of the solar PV project relative to the proposed purchase price.

The Installer ~~will~~shall ~~have provide information available for~~residents whose locations are not suitable for solar installations ~~with information on~~for alternative energy cost savings measures (e.g. energy efficiency or other renewable energy alternatives).

Task 3: Contracting and Installation

The Installer ~~will~~shall provide each prospective Customer a detailed return on investment (ROI) analysis showing the various costs and returns that can be reasonably expected over the life of the PV system of interest to the Customer. The ROI analysis should include pricing at the tier level currently achieved, the additional costs of identified adders, charge for early roof replacement, financing charges, price of SREC's, price of electricity provided by LELD based on historical averages, percent of solar power expected to be used by Customer, LELD net metering rates, policies and incentives and state and federal incentives.

The Installer ~~will~~shall sign written contracts with each residence or business to be provided solar installation services (hereinafter the "Customer") as part of the Program. The respondent shall provide a form of contract with the Proposal.

Upon contracting, the Installer ~~will~~shall be responsible for providing each Customer with a turnkey service which includes securing all local permits and completing the project within one year of project application approval. In addition, the Installer ~~will~~shall be expected to provide information regarding net metering, the sale of SREC's and any other federal or state incentives available for the Customer.

The Installer's contracts with Customers ~~will~~shall allow Customers to opt-out of any or all electronic communications with the Installer, and ~~will~~shall describe how the Installer ~~will~~shall use and ~~will~~shall keep private any private or confidential information it may receive from Customers, including but not limited to email addresses.

Task 4: Town Undertakings

~~The Town will provide representatives~~Representatives from the Energy Committee and community Volunteers ~~who will actively assist in coordinate~~coordinating, marketing and ~~publicize~~publicizing the Boxborough Solar Initiative program. The Town ~~does not anticipate making~~ shall not provide a financial commitment.

4.0 Schedule

The selected Installer ~~should~~shall commence work on the Boxborough Solar Initiative ~~immediately upon~~ within five days of signing of a Memorandum of Understanding with the Town. The Program Period

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will begin immediately after a project “kick off” meeting between the Energy Committee and the Installer, to be held within two weeks of the signing of the Memorandum of Understanding.

5.0 Minimum Town Selection Criteria

The Town is intent on engaging an Installer with significant experience in the assessment and installation of residential and commercial solar PV facilities.

- 5.1 The successful Installer will meet all the current criteria for participation in the Massachusetts Clean Energy Center’s Solarize Massachusetts Program as described below.
 - 5.1.1 Demonstrate experience and proficiency in solar PV installations. The Installer must have installed a minimum of ten (10) solar PV systems in Massachusetts and bear the designation of “Expedited Installer” under the Commonwealth Solar II Rebate Program.
 - 5.1.2 Be, at minimum, a professional contractor licensed to conduct business in Massachusetts.
 - 5.1.3 Include on the project team at least one electrician holding a valid and current Massachusetts electrical license to perform any electrical work on the solar PV Installations.
 - 5.1.4 Submit a proposal that meets the proposal requirements outlined in Attachment A.
- 5.2 The Installer will agree to defend, indemnify and hold harmless the Town, its officers, employees, and agents, including the Energy Committee and Volunteers, ~~of and from~~ and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses, including attorneys’ fees, arising out of work performed by stemming from or related to the intentional or negligent actions of the Installer, its agents or employees, or from equipment used by or products sold by the Installer. The Installer will further agree to add the Town, its officers, employees and agents, including the Energy Committee and Volunteers, to its comprehensive general liability and products liability insurance policy as Additional Insureds at the expense of the Installer. The Installer’s comprehensive and products liability policy shall be primary and non-contributory.

Further, the Installer shall provide a certificate of insurance prior to the commencement of work for the Town’s residents, naming the Town, its agents, employees and volunteers as Additional Insureds with limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000.) annual aggregate.
- 5.3 The Respondent shall provide a form of contract with the Proposal. Each contract will put the Customer on notice that the Customer is entering into a contractual relationship with the Installer alone, and not the Town of Boxborough, and that the Customer will have legal recourse only against the Installer and not against the Town.
- 5.4 The installer will also provide the following:
 - 5.4.1 One primary contact to manage activity in Boxborough during the Solar Initiative Program Period.
 - 5.4.2 Identification of system specifications for equipment to be used for projects in the Solar Initiative, including equipment manufacturers, models, and warranties for modules, inverters, racking, meters, and data acquisition systems, if applicable.

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- 5.4.3 Installations provided by employees of Installer (no subcontracting of installation) and supervised by a NABCEP-certified installer and master electrician.
- 5.4.4 Turnkey service including permitting, application for rebates, interconnection application, and completion of installation within one year of permit approval. In addition, the Installer ~~will~~shall ~~be expected to~~ provide information regarding net metering rates and policies, the sale of SRECs, and other federal and state incentives available for the Customer.
- 5.4.5 Pricing proposal including tiered pricing structure and pricing contingencies - See Attachment ~~AB~~.
- 5.4.6 Warranty on workmanship of installation.

6.0 Comparative Selection Criteria

Award will be made to the Installer meeting the minimum selection criteria above and that best meets the following comparative selection criteria, ~~to include~~:

- 6.1 Price discounts and the tiers at which they become available-
- 6.2 Duration and timing of formal Program Period
- 6.3 Incentives to benefit the Town (e.g., donated PV system(s), rebate, gift card, or other financial incentives)
- 6.24 Demonstrated experience of members of the proposed project team with residential and small scale commercial solar installations-
- 6.35 History of client satisfaction based on at least 4 Massachusetts customer reference checks.
- 6.46 In addition, Installers ~~will~~shall also be evaluated to the degree they address the following
 - 6.46.1 Offer US-made panels, as an option
 - 6.46.2 Provide annual production guarantee on contracts, with pay at a level at least equivalent to Boxborough's current electricity rate.
 - 6.46.3 Offer an online system monitoring at no additional cost
 - 6.46.4 Offer micro-inverters
 - 6.46.5 Provide a way to manage SREC
 - 6.46.6 Provide alternative for low-cost entry, which could include an equipment lease or other financial alternative.
 - 6.46.7 Provide compelling and comprehensive marketing plan
 - 6.46.8 Provide marketing support that includes the design and production of collateral materials and financial support needed to execute the comprehensive plan
 - 6.46.9 Availability of Installer staff for timely site evaluation and installation
 - 6.46.10 Price contingencies (adders) that are competitively priced and clearly identified
 - 6.46.11 Length of warranty on material and workmanship
 - 6.46.12 Professionalism of staff

7.0 Submission Requirements

~~An electronic and five Five (5) paper~~ copies of the proposal ~~are to~~ shall be submitted, no later than 12:00 Noon EDT, April 23, 2015 ~~to the Town. All proposals must be delivered to:~~

Ms. Selina Shaw

Town Administrator/Chief Procurement Officer

29 Middle Road

Boxborough, MA 01719

(978) 264-1712

~~E-Mail copies to richardgarrison3@gmail.com and francie12637@gmail.com~~

~~Submission Date – No later than until 2:00 p.m., April 16, 2015~~

8.0 Interviews ~~And~~ Award

The Town may make an award based solely upon review of the proposals as submitted. If interviews are required to distinguish between finalists, firms will be invited to make a presentation before a selection committee.

The successful Installer ~~will~~shall enter into a Memorandum of Understanding with the Town setting forth in more detail the terms of the agreement between the parties reflected in this RFP.

The Town reserves the right to award this Program to the firm it ~~feels~~estimates will perform the services in a manner that is in the best interests of the Town. The Town will award the Program to the proposer offering the most advantageous proposal, from a responsible and responsive proposer, taking into consideration all evaluation criteria set forth herein.

Finally, the Town reserves the right to reject any proposals or to waive any informality in the bidding process if it is in the best interest of the Town.

9.0 Questions

Questions regarding this Request for Proposal ~~should~~shall be directed in writing to:

~~Boxborough Energy Committee
c/o Boxborough Town Administrator Inspector of Buildings
C/O Boxborough Energy Committee
Richard Garrison or Francie Nolde
29 Middle Road
Boxborough, MA 01775-21201719,
or, by email to:
dlindberg@boxborough-ma.gov.
richardgarrison3@gmail.com and francie12637@gmail.com~~

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ATTACHMENT A – PROPOSAL REQUIREMENTS

Proposals must contain the following:

Executive Summary: The Executive Summary ~~should~~ shall summarize the highlights of the proposal, including the key features and distinguishing points of the proposal as well as any unique problems perceived by the installer and proposed solutions.

Proposal Team Experience: Identify all members of the project team, including, but not limited to, partners assisting in project financing, customer service, outreach, project installations, and SREC aggregation or brokerage. Include an organization chart outlining the various key individuals and partners, a description and location of each, and attach resumes and copies of any licenses, if applicable, of all key individuals on the project. Installers are welcome to partner, but an Installer must be the lead company on the proposal. Proposals must include the following:

- Description of the applying Installer, including company size, financial stability, location, capacity for work, and access to various supply chains. Highlight relevant experience, skills and capabilities necessary to undertake the work including but not limited to, PV installations in Massachusetts and the designation as an “Expedited Installer” under the Commonwealth Solar II Rebate Program. The Installer ~~should~~ shall provide references for at least ten (10) of its completed projects. Additionally, Installer shall list all Solarize Mass programs, with municipal contacts, that they completed within the last four years.
- Identify any partnerships or resources you provide to your customers to facilitate the sale of their SRECs.
- Provide a list of any partners on the project team that are located in or near ~~Stow~~ Boxborough.
- Identify any partners that are local to the Community and/or are focused on sustainable business practices.
- Option: Propose a partner or contact who can install solar hot water systems, other renewable energy technology, or other energy efficiency measures.

Proposal Narrative: The proposal narrative ~~should~~ shall outline a detailed and solid strategy, which that should at a minimum shall address the following items:

- *Program Plan:* Provide a plan for implementation, describing the proposing Installer’s ability to provide solar PV installation services to the Community during the Program period. Specifically, the proposal ~~should~~ shall describe the Installer’s ability to provide timely customer service, site assessments, rebate application submissions, installation services, and SREC aggregation. Please elaborate on the specific intake process for customer leads, method for screening sites, and an installation schedule for tiered levels of solar PV capacity. Include an estimate of the number of small-scale solar PV projects the Installer team can complete on a monthly basis. Describe a Quality assurance process for the solar PV installations and outline the process for managing any permits, inspections and the interconnection process with the local utility. Finally, outline how the quality of the proposed equipment and installation process will be explained to the customer.

- **Timeline:** Provide an expected timeline for the average customer under the Program to guide the Community and the customer expectations.
- **Marketing Strategy:** Outline a marketing plan that describes methods to motivate community-driven solar PV installations. Describe ways in which a ~~join~~-joint marketing strategy between the Community and the Installer plans to expand the number of solar PV projects within the Community. Include ideas by which Community outreach can be leveraged to generate leads more likely to move forward. Identify any potential Community partners that may be able to assist in deploying or enhancing the marketing strategy.
- **Marketing Budget:** Propose a marketing budget that will be financed by the installer to implement the marketing strategy described above.
- **Geographic Proximity:** Provide a plan to address the Installer’s geographic proximity to the targeted Community and how this will shape the services provided.

Pricing Proposal: Installers ~~should~~-shall refer to and complete the forms in Attachment B - Pricing Proposal. Pricing Proposal information must be submitted as an electronically produced document - hand written documents ~~will~~-shall not be accepted. Project specific pricing will not be considered for this Program. In addition, the Program ~~will~~-shall not recognize any project-related costs adders if they are not outlined in Attachment B at the time of proposal submission.

- **Tiered Price Structure:** Outline the Purchase Price on a total capacity of solar PV contracted using the following five tiers:

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
1kW – 25kW	>25kW – 50kW	>50kW – 100kW	>100kW – 200kW	200kW +

- As total contracted capacity increases by tier, the Installer’s proposed price per watt (\$/W) must decrease for customers that purchase a system under the program.
- Installers may propose additional incentives as higher tiers of aggregate contracted capacity within a Community are reached. Examples of the financial incentive can include a donated PV system, a rebate, gift card, or other financial incentives.
- Pricing proposals ~~should~~-shall include total installation costs, which includes system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price ~~should~~-shall be independent of any tax credits or incentives available to the customers. Alternative pricing structures or financial models will be evaluated as appropriate.
- **Price Contingencies (Adders):** It is understood that features of certain installations will result in higher costs. Installers must outline specific electrical, mechanical, structural, equipment, site, or labor features that will result in greater costs.

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- Adders ~~should~~ shall be listed as a \$/watt typical cost for projects in Attachment B. If applicable, Installers may also list an adder as a typical flat fee.
- ~~Installers must identify a maximum Purchase Price associated with more complicated installations and understand that an individual project price cannot exceed the base price (at a given capacity tier) plus the additional price.~~
- Installers will be responsible for identifying individual projects that include Adders.

Sample ROI Analysis: Include a sample ROI analysis with the Price Proposal that illustrates the level of detail which will be provided to Program Customers.

Sample Customer Agreement: Include a sample customer agreement that will be used in the Program.

System Specifications: Identify system specifications for equipment that will be used for projects going through the Program, including equipment manufacturers, models, and warranties for modules, inverters, racking, meters, and data acquisition systems, if applicable. Boxborough is interested in high quality as well as cost competitive equipment.

Proposal for Sites Not Feasible for Solar PV: Outline the process by which the Installer team will handle leads that do not have feasible sites for solar PV.

ATTACHMENT B – PRICING PROPOSAL

Primary Point of Contact

<i>Installer Company Name</i>	
<i>Contact Name</i>	
<i>Contact Phone Number</i>	
<i>Contact Email</i>	

Proposed Equipment

List all proposed equipment to be used during the course of the Program for the typical solar PV installation. If more than one variety of equipment will be used, please include it below.

Major Component	Manufacturer	Model Number
<i>Inverter(s)</i>		
<i>PV Modules</i>		
<i>Mounting System</i>		
<i>Production Meter</i>		
<i>Data Acquisition System (if applicable)</i>		

Tiered Pricing Proposals

The bid should include a dollar per watt (\$/W) Purchase Price that will reduce as higher tiers are reached.

Tiers	1kW-25kW	>25kW-50kW	>50kW-100kW	>100kW-200kW	200kW+
Purchased Price (\$/W)					

Price Contingency Factors

Outline below any additional costs that may increase the tiered pricing proposal. ~~Identify a maximum price increase or flat fee for projects under the Program.~~

Factors	Increased Cost (\$/W)	Increased Cost (\$/kWh)	Flat Fee (if applicable)	Description of Work
<p>Site Specific</p> <p>May include, but is not limited to:</p> <ul style="list-style-type: none"> • Multiple roof arrays • Tilt racking • Standing seam metal roof • Flat roof • Pole or ground mounted system • Tree removal 				
<p>Structural</p> <p>May include, but is not limited to:</p> <ul style="list-style-type: none"> • Reinforcing rafters 				
<p>Electrical</p> <p>May include, but is not limited to:</p> <ul style="list-style-type: none"> • Electrical panel upgrade • Electrical sub-panel • Meter Upgrade/change • Interior conduit run 				
<p>Monitoring to the Production Tracking System (if applicable)</p>				
<p>Internal Monitoring (Micro-inverters)</p>				
<p>Extended Warranty (if applicable)</p>				

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Factors	Increased Cost (\$/W)	Increased Cost (\$/kWh)	Flat Fee (if applicable)	Description of Work
Maintenance (if applicable)				
Other May include, but is not limited to: <ul style="list-style-type: none"> • Additional cost micro-inverters • Steep roof / tall roof (define) • Small system adder • Large system cost subtraction 				
American Made Solar Panels				
Total Additional Cost				
(Optional) Other Potential Costs				

DRAFT
LETTER TO THE EDITOR
FOR THE EDITION OF APRIL 9, 2015

Attend Boxborough Solar Forum, April 16

Come learn how to cut your energy bill using solar power! We urge Boxborough home and business owners to join Senator Jamie Eldridge and Representative Jen Benson at the Boxborough Solar Forum on Thursday, April 16, at 7 p.m. at Sargent Memorial Library, 427 Mass. Ave. The forum introduces ~~kicks off~~ the Boxborough Solar Initiative, sponsored by the Town's Energy Committee and supported by the Town's Board of Selectmen.

Boxborough's Solar Initiative will provide an opportunity for property owners to purchase solar panels at a reduced cost through a bulk purchase discount program.

The Energy Committee will explain how the program works, with Littleton Electric and other experts to speak about solar energy. The speakers will be on hand to answer questions.

The Energy Committee and the Board of Selectmen are pleased to offer this opportunity to Boxborough's property owners. We encourage you to come join us on April 16 and learn how it can help you. To receive email notices and further information, please email francie12637@gmail.com.

Boxborough Energy Committee
Boxborough Board of Selectmen

Submitted by
Francie Nolde
459 Sargent Road, Boxborough, MA 01719
978-929-2556; francie12637@gmail.com

8c

**FY2016 Proposed Articles
Town of Boxborough**

<u>Dept</u>	<u>Description</u>	<u>Amount</u>
<u>Special Town Meeting</u>		
1	Fund Cost Items of First Year of Collective Bargaining Agreement - Mass Coalition of Police, Local 200, Police	
2	Fund Cost Items of First Year of Collective Bargaining Agreement - Mass Coalition of Police, Local 200A, Dispatch	
3	Fund Cost Items of First Year of Collective Bargaining Agreement - Boxborough Professional Firefighters, Local 4601	
<u>Annual Town Meeting</u>		
1	Choose Town Officers	
2	Receive Reports	
3	Set Salaries and Compensation of Elected Officers	
4	Amend Personnel Plan and Personnel Classification and Compensation Plan	
5	Town Operating Budget	
6	Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District	
7	Withdrawal from Minuteman Regional Vocational School District	
Transfers		
8	Transfer Unexpended Balances in Prior Year Articles	
9	100 Transfer to Stabilization Fund	100,000
10	171 Conservation: Transfer to Conservation Trust for Future Purchase	5,000
11	950 Transfer to OPEB Trust Fund	100,000
Salary (plus)		
12	141 Assessor: Certification Stipend	1,000
13	210 Police: Promote 1 Sgt to LT	21,125
14	215 Additional Dispatcher (wages of \$9,034 & health ins @ \$15,570) [NB: less OT and less PT hrs]	24,604
15	220 Additional Firefighter/Shift Restructuring (wages of \$25,627 & health ins @ \$15,570)	41,197
16	422 Additional DPW Worker (wages of \$34,049 & health ins @ \$15,570)	49,619
17	610 Additional Library Hours/PT staffing (extend open hours on M & W from 6 PM to 8 PM)	14,162
		Possibly budget

8c

**FY2016 Proposed Articles
Town of Boxborough**

<u>Dept</u>	<u>Description</u>	<u>Amount</u>	
Other Exp			
18	210	Police: Department Accreditation	14,000
19	210	Police: Palm Scanner	25,000
20	210	Public Safety building programmatic review and schematic design	69,500
21	220	Fire: Pumper Truck (to replace #64; 20 yr. old "maintenance hog")	650,000
22	220	Fire: Turnout Gear (Personal Protective Equipment)	140,000
23	422	DPW: 3/4 Ton Pickup Truck (to replace "Juan's truck")	40,000
24	422	DPW: Road Paving	300,000
25	422	DPW: New vibratory asphalt roller (replacement)	40,000
26	422	DPW: New chipper	60,000
27	691	<i>Historical Commission: Museum basement painting project</i>	<i>5,000</i>
	Total		<u>1,700,207</u>
CPA			
28	FY 15 set asides (@ 10% for open space, including land for recreational use, historic resources and community housing purposes); FY 16 set asides (@ 10% for open space, including land for recreational use, historic resources and community housing purposes) and 5% for administrative and operating expenses; FY 16 projects		TBD
	Steele Farm barn exterior restoration (\$90,000)		
	Preservation and restoration of Town Hall steps (\$10,000)		
	Conservation of historical records (\$12,000)		
Non-Appropriation Financial			
29	Multi	Departmental Revolving Funds Re-authorization	
30	141	Assessor: Personal Exemption Percentage	
31	220	Fire Alarm System maintenance Revolving Cap Increase (from \$4,100)	10,000 Cap
32		Chapter 90 Highway Reimbursement Program	
33	541	COA: New Revolving Acct for Programs	15,000 Cap
34	610	Library: New Revolving Acct for Copy Machine Funds	1,500 Cap
35		Rescind Unused Borrowing Authorization	TBD

**FY2016 Proposed Articles
Town of Boxborough**

<u>Dept</u>	<u>Description</u>	<u>Amount</u>
Zoning Bylaw Amendments		
36	Change Definition 2101 "Accessory Structure" to "Accessory Building"	
37	Amend Definition 2152 "Mixed-use" to be inclusive of all permitted uses	
38	Amend Section 4000 Use Regulations, 4100 General (Administrative Correction)	
39	Change the word "Churches" to "Places of Worship" in Section 6006 Parking Schedule	
40	Amend Section 4003(1) Residential Uses to allow the Bed and Breakfast use by Special Permit in the Agricultural-Residential and Residential-I zoning districts	
41	Various amendments to Section 6300 Signs	
42	Add new section regarding Wireless Communication Facilities erected by a local, state, or federal government entity for the purposes of public safety	
Other Planning Board		
43	Accept a sidewalk easement located on the property at 55-61 Codman Hill Road (Craftsman Village)	
Petition Article		
44	Restoring & Maintaining Constitutional Governance Resolution of Boxborough, Massachusetts	

**2015 TOWN MEETING
WARRANT ARTICLE**

**BOXBOROUGH MUSEUM
BASEMENT PAINTING PROJECT**

PURPOSE: This article is being brought before Town Meeting voters to seek funding for the preparation and painting of the lower level of the museum building.

JUSTIFICATION: Following construction of the new library building on Mass. Ave., the Town has retained ownership of this building, with the only occupant being the Historical Museum. Plans and progress are being made to fully utilize the whole building. The lower level is being repurposed into a municipal records storage area- as we are mandated by statute to maintain voluminous amounts of old records. Further, in our agreement with the Historical Society, we must provide them storage space in the lower level.

PROPOSAL: The ceiling, walls, and floor are all in need of fresh paint. Residual carpet adhesive will be ground off the floor, the walls will be scraped of any loose paint, and then all surfaces will be repainted.

A small utility room will be constructed to provide secure space for new public safety communications equipment and the existing electrical service panel.

AMOUNT: The amount sought for this article is \$ 5,000.00.

David Lindberg
Inspector of Buildings



BOXBOROUGH PLANNING BOARD
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1723 · Fax: (978) 264-3127
www.boxborough-ma.gov

Owen Neville, Chair Eduardo Pontoriero, Clerk Nancy Fillmore John Markiewicz Hongbing Tang

2015 Annual Town Meeting Warrant Articles

ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 2101 ACCESSORY STRUCTURE

(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 2101 Accessory Structure, by adding the following language in bold italics and deleting the language indicated by strikethroughs:

2101 ~~Accessory Structure~~ ***Building*** shall mean a detached building ~~or structure~~, subordinate to the principal building or use and located on the same lot therewith, the use of which is customarily incidental to such principal building or use.

Explanation: The proposed amendment would change the title of the definition from “Accessory Structure” to “Accessory Building”. In the Town of Boxborough’s Zoning Bylaw, there is currently no definition for “Accessory Building”, however, Section 5007 addresses Accessory Buildings as follows:

5007 Location of Accessory Buildings

No accessory buildings shall be located within the required front yard area. No accessory building shall be located in any side area nearer to the side lot line than ten (10) feet, or in a rear area nearer to the rear lot line than 10 feet, or nearer to another principal or accessory building than ten (10) feet. For the purpose of this Bylaw, a garage attached to a dwelling shall be considered an accessory building, provided that there is no occupiable or living space, that does not conform to the minimum setback for residential dwellings, above any part of the garage footprint.

This amendment would allow all constructions on a property to be grouped into one of three of the following definitions:

- Building, Principal (defined by Section 2116)
- Accessory Building (defined by Section 2101)
- Structure (defined by Section 2181)

The difference between a “Building” and a “Structure” would remain the same based upon their current definitions in the Zoning Bylaw (Section 2112 Building and Section 2181 Structure).

**ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 2152 MIXED-
USE**

(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 2152 Mixed-use, by adding the following language in bold italics and deleting the language indicated by strikethroughs:

2152 Mixed-use shall mean any combination of two or more *permitted* ~~of the following~~ principal uses: ~~retail, office, dwelling~~.

Explanation: Currently this definition in the Town of Boxborough's Zoning Bylaw is inconsistent with Section 4003 Use Regulation Schedule, as different uses are permitted on the same property in certain zoning districts which would not be considered retail, office, or dwelling uses. This proposed amendment would make the definition of "Mixed-use" consistent with the Use Regulation Schedule and with current zoning enforcement practices. The amendment clarifies that multiple types of different permitted uses in a zoning district can be located on the same property, assuming they meet all other requirements of the Zoning Bylaw.

ARTICLE XX ZONING BYLAW AMENDMENT - AMEND SECTION 4001
GENERAL

(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 4001 General under Section 4000 Use Regulations, by adding the following the language in bold italics and deleting the language indicated by strikethroughs:

4001 General

No structure shall be erected or used or land used except as set forth in Section 4003, "Use Regulation Schedule", or in Section 4100, "Accessory Buildings and Uses", unless exempted by Section 4100, or by statute. Where a use is not specifically mentioned in Section 4003, that use shall be prohibited.

Symbols employed below shall mean the following:

- Y - a permitted use.
- N - an excluded or prohibited use.
- SP - a use authorized under special permit as provided under Section ~~9250~~**9200**.

Explanation: This is simply an administrative amendment to the Town's Zoning Bylaw as there is no Section 9250 in the Bylaw. Section 9200 regarding Special Permits is the correct section that should be referenced.

**ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 6006
PARKING SCHEDULE**

(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 6006 Parking Schedule, by adding the following language in bold italics and deleting the language indicated by strikethroughs:

6006 Parking Schedule

OFF-STREET PARKING REQUIREMENTS

Assembly area with fixed seats including auditoriums, churches <i>places of worship</i> , and similar uses including funeral parlors	One space per four seats
--	--------------------------

Explanation: This proposed amendment would change the word “churches” to “places of worship” in Section 6006 of the Boxborough Zoning Bylaw and clarify that all places of worship, including churches, synagogues, mosques, temples, etc., are held to the same off-street parking requirements. Additionally, it will make this section of the Zoning Bylaw consistent with existing zoning enforcement practices.

**ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 4003(1)
RESIDENTIAL USES**

(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 4003(1) Residential Uses, by adding the following language in bold italics and deleting the language indicated by strikethroughs:

4003(1) RESIDENTIAL USES

	DISTRICTS						
	AR	R1	B	B1	OP	TC	IC
Bed and Breakfast	N <i>SP¹</i>	N <i>SP¹</i>	N	N	N	SP ¹	N

¹See Section 5004

5004 *Supplementary Intensity Regulations*

- (1) For bed and breakfast in ***AR, R1, and*** TC district, not to exceed 4 guest rooms per acre, and to be designed as a single-family structure.

Explanation: Currently under the Town of Boxborough’s Zoning Bylaw, a Bed and Breakfast use is only permitted in the Town Center Zoning District with a Special Permit. This proposed amendment would permit Bed and Breakfast uses in the Agricultural-Residential (AR) and Residential-1 (R1) Zoning Districts by Special Permit as well.

ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 6300 SIGNS
(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 6300 Signs, by adding the language in bold italics and deleting the language indicated by strikethroughs:

6300 Signs

6301 Purpose

The purposes of this section of the Zoning Bylaw are to promote the public health, safety, and welfare of users of Boxborough's streets, roads, and highways; to prevent visual distractions and obstructions from signs which can create traffic hazards; to enhance the visual quality of signage; to provide for adequate identification of the occupants and/or use of the premises; and to limit indiscriminate advertising.

6302 Administration

No sign shall be erected, displayed, altered, or enlarged until an application has been filed and a permit for such an action has been issued. All applications for signs shall include a scale drawing specifying dimensions, materials, illumination, letter sizes, colors, support systems and location on land or buildings, with all relevant measurements. Whenever a sign is proposed for a residential subdivision or on a building requiring site plan approval, the sign location, size, and illumination shall be approved by the Planning Board prior to the issuance of a sign permit by the Inspector of Buildings. Unless otherwise specified, sign permits shall be issued by the Inspector of Buildings if it is determined that the sign complies with all applicable sections of this Bylaw and the State Building Code, Article 14.

6303 General Requirements

Signs shall be consistent with or complement the building's construction materials. The use of materials such as wood or stone is encouraged. Sign lettering should complement the style and period of the building and should be compatible with the architectural style of the buildings. Signs should not obscure important architectural features or details such as transoms, windows, sills, moldings, and cornices. Traditional block and curvilinear styles which are easy to read are preferred. Signs on adjacent storefronts shall be coordinated in height, proportion, and design. Colors shall complement the facade color of the building. Generally signs should not contain more than three (3) colors except when an illustration is used. Fluorescent colors are prohibited.

- (1) All signs shall be maintained by the owner in a clean, safe, and sanitary condition. The Inspector of Buildings may order removal of any signs that are not maintained or erected in accordance with the provisions of this section.
- (2) Any sign which shall have been abandoned for a period of sixty (60) days, or which advertises a product or identifies a business or activity which has not been sold or conducted on the premises for sixty (60) days shall be removed within thirty (30) days of notification to take such action from the Inspector of Buildings.
- (3) Sign Illumination. Any illuminated sign shall employ only white light of constant intensity and shall conform with Section 6200 of this Bylaw.—~~No sign shall be illuminated for more than 30 minutes after the closing of any store or business.~~ Internally

lit signs are discouraged in Industrial-Commercial, Business and Office Park Districts and are prohibited in the Agricultural-Residential and the Town Center District.

6304 Prohibited Signs

- (1) No sign shall be erected that creates a traffic hazard or obstructs sight lines or distracts from signs regulating traffic.
- (2) No sign shall contain any moving, flashing or animated lights, or visible moving parts excepting portions of signs that may indicate the time of day, or the outdoor temperature for information of the general public.
- (3) Trailer type signs, roof signs, off-premises signs, and billboards are strictly prohibited.
- (4) Any sign not specifically covered in Section 6300.**

6305 Exemptions

The following signs shall not require a sign permit.

- (1) Signs erected or posted and maintained for public safety and welfare or pursuant to any governmental function, law, Bylaw, or other regulation.
- (2) A bulletin board or similar sign not exceeding twenty **(20)** square feet in display area *per side*, in connection with any ~~church~~**place of worship**, museum, library, school, or similar public or semi-public structure.
- (3) Signs relating to trespassing and hunting, not exceeding two **(2)** square feet in area *per side*.
- (4) Temporary non-illuminated political signs.
- (5) Temporary signs in connection with any ~~church~~**place of worship, public school system,** or town event, **provided that the sign is removed within seven (7) days following the completion of the event.**
- (6) The provisions of this Bylaw shall not apply to any accessory sign lawfully in existence at the time of adoption of this Bylaw (March 20, 1967) or the adoption of any amendments.
- (7) Signs associated with an agricultural use as defined in MGL c.40A, §3, offering for sale produce and other products, provided the following:
 - (a) The sign may indicate only the name of the farm, products for sale and/or the price of said products;
 - (b) The sign is designed to be portable, such as an A-frame, H-frame or T-frame sign placed on the surface of the ground or temporarily staked into the ground;
 - (c) Only two **(2)** such signs may be located on a property without a sign permit;
 - (d) The sign is located on the same property on which the agricultural use is conducted;
 - (e) The sign is displayed only when the agricultural use is open to the public for purchase of products;
 - (f) The sign is not illuminated or inflatable.

(8) *Off-site and on-site temporary signs associated with a yard sale, garage sale, estate sale, etc. provided they are six (6) square feet or less per side, are posted no more than five (5) days in advance of the event, and shall be removed within twenty four (24) hours following the completion of the event.*

(9) *Off-site temporary signs associated with a real estate open house provided they are six (6) square feet or less per side, are posted no more than five (5) days in advance of the event, and shall be removed within twenty four (24) hours following the completion of the event.*

(§10) Temporary signs associated with tradesmen business, provided the following:

- (a) The sign may indicate only the name of the business and contact information such as address, phone, email and/or web address;
- (b) The sign shall be *six (6) square feet or less per side*;
- (c) The sign is designed to be portable, such as an A-frame, H-frame or T-frame sign placed on the surface of the ground or temporarily staked into the ground;
- (d) Only one double-faced sign per tradesmen may be located on a property;
- (e) The sign is located on the same property on which the tradesmen is currently conducting business;
- (f) The property owner shall ensure that the sign is removed within seven (7) days following the completion of the work.

(§11) Temporary signs associated with a retail business, provided the following:

- (a) The sign may indicate only the name of the business, the special event or sale of a product and price;
- (b) The sign shall be *six (6) square feet or less per side*;
- (c) The sign is designed to be portable, such as an A-frame, H-frame or T-frame sign placed on the surface of the ground or temporarily staked into the ground;
- (d) Only one double-faced sign per business may be located on a property, ~~with no more than a total of four signs on any one property~~;
- (e) The sign is located on the same property on which the business is conducted;
- (f) The sign is displayed only when the business is open to the general public;
- (g) The sign is not illuminated or inflatable and does not have any moving parts.
- (h) The sign *may be* displayed **during the first six (6) months after the new business initially opens, but subsequent to that time not more than ten (10) days a month.**

6306 *Signs Permitted in Residential Districts* shall include:

- (1) One sign displaying the street number and/or name of the occupant of the premises and/or pertaining to a permitted home occupation or accessory use, provided that such sign is no greater than one square foot in area *per side*.

- (2) One temporary sign pertaining to the lease or sale of the premises; such sign to be no greater than six (6) square feet in area *per side*, and shall be removed within seven (7) days of the lease or sale thereof.
- (3) One bulletin or announcement board, identification sign, or entrance marker pertaining to a permitted use on the premises other than a dwelling or accessory use thereto or pertaining to a use permitted by the Board of Appeals, provided that such sign shall not exceed ten (10) square feet in area *per side*.
- (4) One non-illuminated subdivision identification sign per street entrance provided that the sign shall not exceed ten (10) square feet in area *per side*.
- (5) Historical markers erected or placed by a bonafide historical association or a governmental agency.

6307 *Signs Permitted in Business Districts, Office Park Districts, and Industrial-Commercial Districts shall include:*

- (1) One wall sign per street frontage for each business or industrial establishment within. The aggregate of all such wall signs shall not exceed ten percent of the surface area of the wall to which said sign or signs is (are) attached and no wall sign shall extend above or beyond its wall.
- (2) One directory of establishments occupying a building at each public entrance thereto, not exceeding one square foot per establishment.
- (3) Temporary freestanding or ground signs may be erected on the premises to identify any building under construction, its owner, architect, builders, or others associated with it, provided that such sign shall not exceed thirty-two (32) square feet in area *per side* and ten (10) feet in height. Such sign shall be removed within seven (7) days of issuance of an occupancy permit.
- (4) A temporary freestanding pole or ground sign not exceeding thirty-two (32) square feet *per side* advertising the sale, lease or rental of the premises; however such sign shall be removed within seven (7) days of the sale, lease or rental thereof.
- (5) One freestanding, ground sign or signs affixed to poles or other ground supports may be permitted on special permit by the Board of Appeals. Such sign shall not be placed so as to obstruct sight lines along the public way, and shall not exceed thirty-two (32) square feet in area *per side* nor ten (10) feet in height above mean sea level elevation of the undisturbed ground directly beneath it. If necessary, a sign may be placed at the discretion of the Board of Appeals to afford visibility, providing it does not obstruct sight distances, traffic flow or roadway maintenance.
- (6) *Historical markers erected or placed by a bonafide historical association or a governmental agency.*

6308 *Signs Permitted in the Town Center District*

Any new sign or alterations to existing signs shall require Design Review in accordance with Section 8100. Signs in the Town Center District should be oriented to the pedestrian. Buildings' facades shall not be cluttered with signs and signs shall not overpower the facades to which they are attached.

- (1) One projecting or wall sign per street frontage for each business establishment. The aggregate of all such signs shall not exceed one and a half (*1.5*) square feet of total sign area per linear foot of storefront or ~~10~~*ten* percent of the wall area to which they are attached, whichever is less. No wall sign shall extend above or beyond its wall, and projecting signs shall have a minimum clearance of eight (*8*) feet from the bottom of the sign.
- (2) One sign displaying the street number and/or name of the occupant of the premises provided that such sign is no greater than one (1) square foot in area.
- (3) One directory of establishments occupying a building at each public entrance thereto, not exceeding one (1) square foot per establishment.
- (4) Temporary freestanding or ground signs may be erected on the premises to identify any building under construction, its owner, architect, builders, or others associated with it, provided that such sign shall not exceed twenty (20) square feet in area *per side* and ten (10) feet in height. Such sign shall be removed within seven (*7*) days of issuance of an occupancy permit.
- (5) A temporary freestanding pole or ground sign not exceeding twenty (20) square feet *per side* advertising the sale, lease or rental of the premises; however such sign shall be removed within seven (*7*) days of the sale, lease or rental thereof.
- (6) One freestanding, ground sign or signs affixed to poles or other ground supports may be permitted on special permit by the Board of Appeals. Such sign shall not be placed so as to obstruct sight lines along the public way, and shall not exceed twenty (20) square feet in area *per side* nor ten (10) feet in height above mean sea level elevation of the undisturbed ground directly beneath it. If necessary, a sign may be placed at the discretion of the Board of Appeals to afford visibility, providing it does not obstruct sight distances, traffic flow or roadway maintenance.
- (7) *Historical markers erected or placed by a bonafide historical association or a governmental agency.*
- (78) Materials such as wood or stone shall be used. Plastic signs and internally lit signs are not appropriate in the Town Center and are expressly prohibited.

Explanation: The proposed amendment makes adjustments to the regulations for temporary signs associated with places of worship, the public school system, yard sales, real estate open houses, and businesses. The amendment also allows for signs to be erected for historical markers in the Business Districts, Office Park Districts, Industrial-Commercial Districts, and the Town Center District. The proposed amendment also performs administrative corrections and clarifications for the permitted size of signs.

ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 2190
WIRELESS COMMUNICATION FACILITY AND SECTION 7400
WIRELESS COMMUNICATION FACILITIES

(Two-thirds vote required)

To see if the Town will vote to amend Boxborough Zoning Bylaw Section 2190 Wireless Communication Facility and Section 7400 Wireless Communication Facilities by adding the language in bold italics and deleting the language as indicated by strikethroughs:

2190 Wireless Communication Facility shall mean a facility for the reception and transmission of ~~personal~~ wireless communication signals including towers, antennas, panels, and appurtenant structures designed to facilitate the following types of services, ***including, but not limited to:*** cellular telephone services, personal communication systems, ~~and~~ enhanced specialized mobile radio service, ***and other commercial or governmental systems.***

7400 Wireless Communication Facilities

7401 Purpose

The purposes of this Bylaw are as follows:

- (1) to minimize adverse impacts of wireless communication facilities on residential neighborhoods and the community;
- (2) to encourage the shared use of facilities to reduce the need for new facilities; and
- (3) to limit the overall number and height of facilities to what is necessary to serve the public.

7402 Applicability

This Section shall apply to reception and transmission facilities for ~~the purpose of personal wireless communication services~~ ***systems operated by a public utility, commercial entity, or other public or private entity.*** This Bylaw shall not apply to towers or antennas installed for use by a federally licensed amateur radio operator.

7403 General Requirements

Wireless Communication Facilities shall be allowed only in the Wireless Communication Facilities Overlay District only upon issuance of a special permit in accordance with the provisions of MGL *Chapter* 40A, § 9, this Bylaw and any rules and regulations adopted hereunder. ***Wireless Communication Facilities erected by a local, state, or federal government entity for the purposes of public safety shall be permitted in any zoning district upon issuance of a special permit.*** The Board of Appeals shall be the Special Permit Granting Authority for Wireless Communication Facilities.

- (1) Wireless Communication Facilities should be concealed within existing structures where possible.
- (2) Lattice style towers and similar facilities requiring more than one leg or guy wires for support are prohibited.

- (3) All structures associated with wireless communication facilities shall be removed within one year of cessation of use.
- (4) The tower height shall not exceed 100 feet measured from the base of the tower to the highest point of the tower including anything on it.
- (5) All towers shall be set back from lot lines a minimum of the height of the tower except where the tower abuts the right of way of Route I-495 and Route 2 where the setbacks shall be the minimum permitted by the Commonwealth of Massachusetts. All towers shall be setback a minimum of 500 feet from any school building.
- (6) No tower shall be located within 1500 feet of another such tower.
- (7) Any utilities servicing a tower shall be located underground.
- (8) Lighting of wireless communication facilities shall be limited to low level security lighting installed at or near ground level, except for lighting required by the Federal Aviation Administration (FAA).
- (9) Fencing shall be provided to control unauthorized access to the tower. All equipment areas shall be landscaped and screened from public view.
- (10) The facility shall contain one sign no greater than one square foot that provides the phone number where the operator in charge can be reached on a 24-hour basis.

7404 Criteria

A special permit for a wireless communication facility shall not be issued unless the Special Permit Granting Authority finds the following:

- (1) Existing or approved facilities cannot accommodate the applicant's proposal.
- (2) The facility has been designed to accommodate the maximum number of providers but in no case less than three (3).
- (3) The applicant has agreed to allow other service providers to co-locate on the tower, now, or at any time in the future.
- (4) The tower has been designed, using the best available technology, to blend into the surrounding environment through the use of color, camouflaging techniques, or other architectural treatments.
- (5) The facility has been designed to minimize adverse visual impacts on the abutters and the community as demonstrated by illustrations and by a balloon test performed in accordance with any requirements adopted by the Board of Appeals.
- (6) The facility is sited in such a manner that it is screened, to the maximum extent possible, from public view.
- (7) A qualified engineer has certified that the facility is designed to meet all health and safety standards of applicable state and federal law.

7405 Conditions

Before approving any special permit under this Section, the Special Permit Granting Authority may impose conditions, safeguards, and limitations to assure that the proposal is in harmony with the general purpose and intent of this Bylaw.

7406 Bonding

Prior to the issuance of a building permit the Special Permit Granting Authority may require a performance guarantee to ensure compliance with the plan and conditions set forth in their decision.

Explanation: In this proposed amendment, the definition for a Wireless Communication Facility has been broadened to ensure it includes all types of wireless communication systems and their equipment. Section 7402 Applicability, has also been broadened to ensure it also includes all types of wireless communication systems and their equipment. Additionally, under the current Town of Boxborough Zoning Bylaw, a Wireless Communication Facility is only permitted in the Wireless Communication Facilities Overlay District and with a Special Permit from the Board of Appeals. The proposed amendment to Section 7403 General Requirements, would allow Wireless Communication Facilities to be erected by local, state, or federal government entities for the purposes of public safety outside of the Wireless Communication Facilities Overlay District, and with a Special Permit from the Board of Appeals.

ARTICLE XX ACCEPTANCE OF CODMAN HILL ROAD SIDEWALK EASEMENT
(Majority vote required)

To see if the Town will vote to accept the perpetual, non-exclusive right and easement in gross over, under and upon the certain strip of land in Boxborough, Middlesex County, Massachusetts, shown as "Proposed Sidewalk Easement" on a plan entitled "Easement Plan, 211 Massachusetts Avenue" dated August 7, 2013, prepared by Lothian Survey, LLC, which plan is recorded herewith (the "Easement Premises"). The Easement Premises are located on property of Craftsman Village Boxborough, LLC ("Grantor") off Codman Hill Road, Boxborough, Massachusetts (the "Property").

Included in this grant is the perpetual, non-exclusive right and easement in gross for the Town of Boxborough, Massachusetts ("Grantee") to use the Easement Premises in common with Grantor and others from time to time entitled to use same for all purposes for which sidewalks are now or hereafter may be used in the Town of Boxborough, Massachusetts, including without limitation inspecting, installing, constructing, repairing, removing, replacing, clearing, operating, maintaining and using a public sidewalk, together with the perpetual right and easement to enter upon said Easement Premises with any and all material and equipment necessary from time to time for all purposes stated herein and uses incidental thereto. Grantee shall have the right hereunder to permit members of the public to use the Easement Premises.

Explanation: As part of the Craftsman Village 40B Comprehensive Permit Development located at 55-61 Codman Hill Road, Post-Construction Condition # 6 required the Applicant to provide an executed easement to the benefit of the Town for the sidewalk that is located outside of the Codman Hill Road right-of-way. This article is seeking Town Meeting to accept this easement to permit public access on the sidewalk that has been created on private property.

Selina Shaw

9 a

From: Chief Warren B. Ryder <Wryder@Boxborough-MA.Gov>
Sent: Thursday, March 12, 2015 2:38 PM
To: 'Selina Shaw'
Subject: Full Time Appointment

Selina,

I recommend the permanent appointment of Robert Bielecki as a Full Time Boxborough Police Officer, who was appointed last year to a probationary term. This appointment should be made to extend him to the next regular appointment schedule of July 1.

Thanks,
-Warren

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

Town of Boxborough: A Rural, Engaged Community for All

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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Acton-Boxborough Cultural Council

This Council is funded by the



March 11, 2015

Ms. Selina Shaw, Town Administrator
Town of Boxborough
29 Middle Rd.
Boxborough, MA 01719

Dear Selina,

The Acton-Boxborough Cultural Council would like to request a one-day license from the Boxborough Board of Selectmen to serve white wine and sparkling wine at our annual Grantee Reception. This year's reception will be held on April 10, 2015. As usual, it will be held at the Sargent Memorial Library. An Application for License/Permit is attached.

Please present our request to the BOS at their regularly scheduled meeting on March 16, 2015 or, if that date is impractical, on March 23.

We hope to see you and the members of the Board at the reception.

Very truly yours,
Gregory D. Hutchins, Treasurer

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

Mar 14, 2015

No. _____

TO THE LICENSING/PERMITTING AUTHORITIES:

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

Gregory D. Hutchins, Treasurer Acton-Boxborough Cultural Council

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

STATE CLEARLY
PURPOSE FOR
WHICH LICENSE
PERMIT IS
REQUESTED

To serve white wine and sparkling wine at our
annual Grantee Reception to be held April 10,
2015 from 6-9 PM

GIVE LOCATION
BY STREET
AND NUMBER

At the Sargent Memorial Library, 427 Massa-
chusetts Avenue

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.

Acton-Boxborough Cultural Council Gregory D. Hutchins, Treasurer
*Signature of Individual or Corporate Name (Mandatory) 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____
Hour A.M. _____
P.M. _____
Gregory D. Hutchins, Treasurer Signature of Applicant
132 Parker St, #66, Acton, MA 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.

102



Internal Communications and Outgoing Communications
March 16, 2015

1. News Release from Minuteman School Building Committee Chair, Ford Spalding, dated February 27, 2015, requesting comment of the proposed Building Options.
2. Letter from Comcast xfinity' s Senior Manager of Gov't & Community Relations, Ben Pearlman, dated March 10, 2015, to the Board of Selectmen accompanying their 2014 License Fee payment (\$335.50) and copies of their policies and procedures, sample subscriber bill and rate & channel line-up information for Boxborough.

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**Minutes, Notices and Updates
March 16, 2015**

Minutes

1. Minutes of the Finance Committee meeting held March 2, 2015.
2. Meeting Notes Joint Meeting on the Sharing of CoA Vans across Communities using CrossTown Connect Central Dispatch Call-Center held March 4, 2015. *

Notices

1. Notice of a Finance Committee meeting to be held March 16, 2015
2. Notice of a Public Celebrations Committee meeting to be held March 16, 2015
3. Legal Notice of the Planning Board for a public hearing to consider proposed changes to the Zoning Bylaw to be held March 23, 2015.
4. Invitation from the Acton-Boxborough Cultural Council for their 10th Annual Grant Recipient Reception to be held April 10, 2015. #
5. Invitation from the Mass. Open Space Network to participate in their Mass. Open Space Conference to be held May 9, 2015.

* Indicates that the item is included in the agenda packet as well as in the general notebook.

Indicates that the item has been previously distributed.



March 4, 2015

Joint Meeting on the Sharing of CoA Vans Across Communities Using CrossTown Connect Central Dispatch Call Center

Participants: Bruno Fisher, MART; Adam Gromelski, MART; Scott Zadakis, CrossTown Connect; Mike Gowing, Acton; Keith Bergman, Littleton; Dave Bradley (by phone), LRTA and Doug Halley, Transportation Coordinator

Doug opened the meeting by thanking MART and LRTA for participating in the meeting. CrossTown Connect recognizes the difficulties of having communities as members in two different RTA's and is committed to working to address all issues and concerns regarding transportation services in Acton, Boxborough, Littleton and Maynard. At the last CrossTown Connect meeting the four dispatch communities agreed to proceed forward with transitioning to a system that would allow riders to travel on any van regardless of which community's van is being used. This meeting was set up to identify any hurdles that may be encountered in the process and how to overcome those hurdles.

Bruno first voiced concerns that the use of the vehicles should be for elderly and disabled due to the federal funding (5310). CrossTown Connect agreed that was our understanding with the exception that incidental ridership for others is allowed as long as it doesn't impact the ridership of elderly and people with disabilities. Bruno agreed with that point.

Both MART and LRTA said that they need to get guidance on this from the Feds and State which CrossTown Connect agreed with. It was very encouraging that both MART and LRTA quickly identified the next step and expressed confidence that the Feds and State would likely support our program.

Both of the RTA's offered similar insights on what will be needed to demonstrate to the feds and the state. The metrics required will primarily be numbers from each community such as ridership and miles driven. This will be important factor in our reporting to the RTA's. Their primary objective was obviously making sure all of their bases are covered as RTA's.

Bruno pointed out that when clarifying the questions to be asked of the Feds and the State, we should be careful to ask the Feds questions without too much detail so as they don't get bogged down in details. The questions should be simple and well-phrased. We were in complete agreement with that approach. The less complexity to the question, the greater the chances we will get an answer without caveats.

Bruno mentioned that they will take this to Aniko Laszlo first, which we thought was a smart approach. She is capable of understanding the implications and has consistently been in our corner. He also mentioned that Kristen Woods and Shawn Sullivan are both problem solvers at the Federal level and that they are inclined to help find solutions instead of simply pointing to the law and saying "this is what it says." If this is the case, we should be encouraged, as often this is the level of government where we run into rigidity.

Adam pointed out that insurance is something that still needs to be worked but I think this is more of a MART issue than and LRTA issue. MART insures the vehicles they send out to the Towns where LRTA requires the Towns to provide insurance. I think our approach should be to transition MART to require insurance in the same manner as LRTA, but it will probably take some rearrangements and/or formal agreements.

It was noted that CrossTown Connect will have an advantage with its dispatching technology. We will be able to utilize our technology to differentiate the services between communities. We are confident that this can be done in a way agreeable to all parties, as our software is very flexible.

MART and LRTA are going to talk tomorrow (3/5) about how to bring this request to the State. They voiced that it's important that they agree on wording/issues. Although we might wish that they ask us to take part in this conversation and give input on what they are going to say, we will rely on their judgment on how to frame the question. Both MART and LRTA seemed willing to work with us on this. They shared concerns about keeping it legal and making sure that funds and vehicles are used in accordance with guidelines, but the overall attitude seemed cooperative and the goal seemed to be received positively. Ultimately, if we are to get this idea off the ground, the RTA's concerns are our concerns as we need them on board and we need to keep within State and Federal guidelines.

Overall, we thought this was a positive meeting and we think it helped identify what we need to focus on to move forward with sharing the CoA vans across our communities that utilize the Central Dispatch Call Center. It will be interesting to see what guidance we get from higher levels of government.

10c



General Correspondence
March 16, 2015

NONE