



BOARD OF SELECTMEN
Meeting Minutes
May 6, 2013

Approved: June 3, 2013

PRESENT: Les Fox, Chair; Vincent Amoroso, Clerk; Member; Robert Stemple, Member; Frank Powers, Member; and Raid Suleiman, Member

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

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

Chair Fox called the meeting to order at 7:34 P.M. in the Grange Meeting Room of Town Hall.

ANNOUNCEMENTS

- Chair Fox read the announcements.

APPOINTMENTS

- Bruce Hager (Steele Farm Advisory Committee); Alan Rohwer (Boxborough Historical Commission); Duncan Brown (President, Boxborough Historical Society); Chris Rodstrom (Trustees of Reservations); Rita Grossman (Boxborough Conservation Trust) and other interested parties were present for the execution of Conservation and Historic Preservation Restriction on Steele Farm. The Selectmen recognized and thanked all of those involved for their hard work and dedication. There was discussion as to the remaining steps in this process once the Selectmen approve and execute this document. Member Stemple moved to grant the Conservation and Preservation Restriction on the property known as Steele Farm, as described in Exhibits A & B of the Restriction, to The Trustees of Reservations and Boxborough Historical Society, Inc. pursuant to M.G.L. Chapter 184, Section 32. Seconded by Member Suleiman. **Approved 5-0.** The Selectmen and Boxborough Historical Society Chair, Duncan Brown, executed the document.
- Jennifer Benson, State Representative, 37th Middlesex District and James Eldridge, State Senator, Middlesex & Worcester District, were present to provide an update on their respective legislative activities and to answer questions/concerns. Senator Eldridge spoke to a memorandum he provided outlining his efforts in the Senate and worksheets concerning Local Aid. Senator Eldridge also provided details on a pending bill to create water infrastructure funding, similar to the State's Chapter 90 Roadways program. Representative Benson outlined her current committee assignments. She noted that the House has passed their FY 14 proposed budget. Representative Benson also provided details on her work as Vice-Chair of the Health Care Financing and membership on Joint Committee on Public Services – both deal with similar and sometimes mingled issues such as OPEB and healthcare finance. She is also leading a caucus to study SPED costs and the continuing escalation of these costs. The Selectmen then spoke to their concerns. There was further discussion on other efforts to support/fund water infrastructure planning & innovation in this area; the effect of new EPA regulations coming down in the near future; educating other legislators on water/sewer issues for rural communities and the necessity to assist small communities, such as Boxborough in establishing a water service infrastructure. There was a discussion on transportation issues, funding, improvements and plans for the State's transportation infrastructure, in general. There was an ambitious transportation component in the Governor's FY 14 budget. Since the Governor unveiled his plan the House and Senate have both put forth their own plans, and each has its merits. The base issues are: do we maintain what we currently have or do we make improvements and expand services. Sen. Eldridge and Rep. Benson outlined their efforts concerning the improvements to the Fitchburg commuter rail-line and the Interstate 290/495 Exchange. Rep. Benson also provided information to commuters regarding disruptions to weekend service on the Fitchburg line starting in June. There was also discussion on the road projects underway along the Route 2 corridor, specifically at Crosby Corner in Concord. Sen. Eldridge advised that he is working on getting MassDOT representatives out to Acton – Boxborough to speak to this project. He also noted that 2016 is the projected completion date for the Crosby Corner project. There was discussion on the issue of unequal cost share attributed to in-district/out-of-district students at the Minuteman Regional High School, and the possibility of involving the legislature in these discussions as the member towns seek an equitable resolution to the disparity that seems to exist. Minuteman Rep. Cheryl Mahoney also provided input. DESE annually sets the maximum amount that a receiving school district can seek for tuition for an out-of-district student. DESE Secretary Chester has advised that he has established a study committee to look into this. There was also discussion on continuing

concerns regarding the State's prevailing wage requirements. The Selectmen then invited public comments. Police Chief Warren Ryder voiced concern about the lack of funding for the police training council, once again, in this year's budget. Rep. Benson advised that she has signed on for a bill to re-establish this funding and that the House is supporting this. Senator Eldridge noted that he also is supporting this. Phil Kicelemos spoke on several items including seeking legislative action lowering the minimum acreage requirement under Chapter 61. Rep. Benson advised Kicelemos had discussed this with her but when she had followed up with the local Agricultural Commission they did not seem willing to pursue this.

The Selectmen took Agenda Item #6d and #6c, out of order.

OLD BUSINESS

- The Selectmen re-opened discussion on their plans to gather public input on the potential gaming venue at the Holiday Inn site. Chair Fox provided background on the Cordish Cos. proposal; and the Selectmen's efforts to obtain public input & comments as to whether there is support for further investigation of this proposal. Of the approximately 50 responses in so far, most were against allowing a gaming venture in town. Member Suleiman moved not to support such a project now or anytime in the future. Seconded by Member Amoroso. There was discussion on some of the concerns that have been raised so far, such as an increase in crime. Chief Ryder spoke on this and advised that he had sent out a query to his fellow police chiefs seeking input on crime statistics for communities where gaming facilities exist. Among the responses was one from the police chief of the community in which "MarylandLive" (Cordish Cos.' "flagship" facility) is located. Crime actually went down in their community. Their chief attributes it to: the facility's high-tech security and the high visibility at the site – criminals "shy away from the spotlight." Milford was the only smaller sized Massachusetts community to respond and that was just to advise that a similar proposal had been discussed there. It was confirmed that Cordish Cos. is conducting an informational session on Tuesday, May 7th at the Holiday Inn. It was stated that 50 responses is a small sample and additional input should be obtained. It was further noted that this is a democratic community and we need to allow public input. This type of decision should not be made arbitrarily. Member Amoroso discussed the impact of the Mass State Lottery since it was passed in 1971 and read a quote from Robert Kennedy. The audience also provided input – commenting on the impact on tax revenues and the need to provide more details on this proposal. There was discussion as to what terms could be negotiated as part of a "host agreement." It was again noted Cordish Cos. was conducting an informational presentation for residents tomorrow. It was determined that the Selectmen would continue to gather input until the end of the week. Member Suleiman and seconder, Member Amoroso agreed to table this motion until after the time for providing input has closed. .
- The Selectmen re-opened discussion on the June 3, 2013 Special Town Meeting - reviewing the articles, final draft of Regional School Agreement and the Selectmen's proposed recommendation. Boxborough School Committee Chair & A-B Regional School Comm. member, Maria Neyland and Boxborough School Comm. member; A-B Regional School Comm. member; & Regional Study Committee member, Mary Brolin; Regional Study Committee member, Mac Reid and Finance Committee members, Sue Bak & Jim Ham were also present for this discussion. During the review of the draft ABRSC Agreement there was discussion on: ownership of the Blanchard School facility; possible terms for the, to be negotiated Inter-Municipal Agreement ("IMA"); hometown school option; bus transportation; the mandated reporting, testing and monitoring requirements currently burdening school administrations; schedule/breakdown of savings to the respective towns; overall projected savings and the conditions necessary for withdrawing from this new District. Neyland advised that there are several forums set for Acton and Boxborough and they are working on scheduling more, but locations and dates are TBD. There was discussion on the recent Boston Globe article. A minor change was made to the Selectmen's recommendation. There was discussion on the population trends and background regarding these patterns in Boxborough. There was further discussion on the proposed ad hoc ABRSC fiscal forum which would be made up of fiscal stakeholders from both towns. Member Amoroso moved to accept the recommendation, as read. Seconded by Member Stemple. **Approved 4-1 (Members Powers dissenting)**
- The Selectmen re-opened discussion the FY 14 Budget – department head salaries & salary study findings and potential amendments to Article #6 at Town Meeting. The Selectmen's recommendations concerning department head salary increases took into consideration the study's analysis and findings however the Finance Committee put forth an across the board 2% increase for all these positions. There could be a compromise on those positions where the recommended increases were close to 2% proposed by FinCom. However, the compensation for several positions are significantly out of alignment with similar positions in comparable communities. There was discussion the mechanism necessary to "catch-up" over the next few years; bringing these positions in-line. Possible proportional adjustments to the percentages, that the Selectmen had previously accepted, were discussed along with the process/procedure to make amendments to Article 6 – FY 14 Operating Budget. FinCom's Jim Ham also provided input. It was determined that the Selectmen would seek to amend these line items. Chair Fox moved to amend the relevant line items to the amounts voted by the Selectmen on March 4th Seconded by Member Stemple. **Approved 5-0.**

ADJOURN

- At 10:58 PM it was determined that a supplemental meeting will be held on May 9, 2013 to take up the remaining agenda items. Member Amoroso moved to adjourn. Seconded by Member Stemple. **Approved 5-0.**

SELECTMEN'S ANNOUNCEMENTS

MAY 6, 2013

The necessary contact information is available at the end of these announcements.

- The **2012 Boxborough Town Report** is now available at Town Hall. It can also be downloaded from the town's website and will be available at Town Meeting. Thanks to all departments and committees for their submissions, to volunteer Brad Gray for editing, Maureen Adema for compiling, Liz West for the beautiful cover photograph and to Alan Rohwer, Frank Sibley and others who submitted photographs.
- **Boxborough's Annual Town Meeting** will begin next **Monday, May 13th** at 7 PM the Blanchard Memorial School. The Town Meeting Warrant has been mailed to registered voters. The warrant may also be downloaded from the town's website.
- The proposed **FY 14 Budget** is also available on the Town's website (Home page, under "NEWS").
- Save the Date.....
A Special Town Meeting to consider **expanding the Acton-Boxborough Regional School District** to include grades pre-K through 12 has been called in both Boxborough and Acton for Monday, June 3rd.
- On **Tuesday, May 7th** the **Cordish Companies** will hold an information session from Noon to 9:00 PM at the Holiday Inn – Boxborough to discuss its proposed hotel, gaming, dining, entertainment facility. Please go to the link of the Town's website to see their notice and to provide the Selectmen with your input.
- The Public Celebrations and Ceremonies Committee (PCCC) would like to invite your participation in Fifer's Day on June 15th. Every year they award the **Parade Marshal and Golden Fife** honor based on nominations from community members. You can nominate people two ways -- boxes/ballots are at Town Hall and the library. You may also nominate someone online at the town hall website under NEWS. Deadline for nominations is May 24th.

- The results of the **Central Mass. Mosquito Control Project**'s aerial application over selected wetlands in Billerica, Boxborough and Chelmsford in 2013 have been posted and can be accessed from a link on the Boxborough Board of Health's webpage or directly from this link: <http://www.cmmcp.org/aerialprogram.htm>. In summary: **There was an overall average reduction 80.71%, with an average increase of 20.9% in control sites.** A pdf of the full CMMCP report for 2013 can also be downloaded from the link on Board of Health's webpage or directly from the CMMCP website.
- Congratulations to **Boxborough's own Annie Vigg**, for receiving a Gold Medal in Web Design at the SkillsUSA State Conference held in Marlborough on April 27th. Of the 63 Minuteman High School students that participated, 10 received bronze, 10 silver and 9 received gold medals. Annie along with the other gold medal recipients will now go on to represent Team Massachusetts at the National competition being held in June. This will be the 2nd time that Annie has had the honor of representing Minuteman at Nationals. Great Job!
- Spring here and the **Community Gardens**, located at the corner of Middle and Depot Roads, are now available. If you are interested in signing up for a plot please contact Owen Neville at 978-263-3285 for details.
- **FY 2014 Transfer Station sticker applications are now being accepted.** If you did not receive an application with your Real Estate Tax Bill, they can be obtained at Town Hall, the Town's website or at the Transfer Station. Please refer to the application for an explanation of fees. Please note applications are to be submitted to the Tax Collector, Town Hall, 29 Middle Road for processing, not at the Transfer Station.
- Residents are advised that MASS D.O.T. has begun a **multi-bridge reconstruction project in our area on Interstate 495**, with a completion date of October 2015. This project entails replacing the bridges on both the northbound and southbound sides between Rte 2 and King Street in Littleton. In addition, they will be replacing the Taylor Street bridge that runs over I 495 just south of Rte 2. Existing lanes will be split lanes and new temporary lanes in the median, similar to the multi- bridge replacement project that occurred on I495 in Lowell two years ago. While this project is not in Boxborough, residents should plan accordingly as their commutes may likely be impacted if they travel this route.

- The Conservation Commission, Recreation Commission and the Planning Board are in the process of updating the **Town's Open Space and Recreation Plan**. The Open Space and Recreation Plan helps guide how and where town resources are spent. In addition to being a good idea and keeping the plan current, an update is necessary to qualify for State financial assistance for various grant programs. Your input is valuable, so please take a few minutes to complete the on-line survey from a link under News on the Town's Website at www.town.boxborough.ma.us. Responses will be accepted until June 1, 2013.

- The **Stow Road Concept Development Committee** continues its effort to reach out to residents to hear what you would like to see built at 72 Stow Road. To learn more or to provide your opinion, by completing a brief on-line survey, go to the Link on the Town's website under "NEWS".

- The **Acton-Boxborough Cultural Council is presenting a Friday Night Spring Foreign Film Series**. These free events are May 10th, and May 17th. For more information, contact the Council's Barbara Estabrook, 978-635-0685, or check the Town Website.

- **Town Departments** welcome your questions and feedback on services. Please contact them through the email hyperlink appearing on each department's web page, give them a call or stop in to chat. If you are unable to stop in during normal office hours, don't hesitate to call and make an appointment for a mutually convenient time outside of normal hours.

- The **Selectmen want to hear from you** and invite residents to contact them regarding issues of concern. The Board can be contacted via e-mail from the link on the Selectmen's webpage.

- The Board of Selectmen continues to look for volunteers willing to serve on the various **Town boards and committees**, many of which have openings: Airport Study Committee (1), ZBA (1 alternate member), Housing Board (1), BITcom (4), Design Review Board (1 at-large member), Energy Committee (1), Public Celebrations & Ceremonies Comm. (1) and the Steele Farm Advisory Committee (2). Also, the Town Moderator is seeking 2 volunteers to serve on the Finance Committee. Please consider participating on a town board. You will find it to be a worthwhile and rewarding experience. No matter what your knowledge or interest is, we can use your help in making Town government work.

- Contact information is available on the town website: <http://www.town.boxborough.ma.us> or you may call Town Hall at 978-263-1116 if you have any questions.
- The Selectmen can be contacted directly at selectmen@town.boxborough.ma.us.
- If you wish to find out more about **volunteer opportunities** on Town boards or committees contact Town Administrator Selina Shaw Selina.shaw@town.boxborough.ma.us
- Board of Selectmen, Boxborough School Committee and Acton-Boxborough Regional School Committee **meetings are broadcast on both Comcast's Channel 9 and Verizon's Channel 39.** Residents can also tune-in and view the public meetings playback schedule, to find out when a particular meeting is scheduled for broadcast.
- Please contact the Town Clerk, Liz Markiewicz 978-263-1116 x 117 if you have any questions regarding Town Meetings or the upcoming elections.
- For information on the **Community Gardens** located at the corner of Middle and Depot Roads please contact Owen Neville at 978-263-3285 for details.
-



BOARD OF SELECTMEN
Meeting Agenda
May 6, 2013
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER, 7:30 PM

2. ANNOUNCEMENTS

3. APPOINTMENTS

- a) Bruce Hager (Steele Farm Advisory Committee); Alan Rohwer (Boxborough Historical Commission); Duncan Brown (President, Boxborough Hist Soc); Chris Rodstrom (Trustees of Reservations); Rita Grossman (Boxborough Conservation Trust) and other interested parties – execution of Conservation and Historic Preservation Restriction on Steele Farm, 7:30 PM **VOTE:**
- b) Jennifer Benson, State Representative, 37th Middlesex District and James Eldridge, State Senator, Middlesex & Worcester District, 7:30 PM
- c) Citizens concerns

4. MINUTES

- a) Regular session, April 22, 2013 **ACCEPT & POF**
- b) Executive session, April 22, 2013 **ACCEPT & POF**
- c) Executive session [BoS Contract Negotiating Team re: Fire], April 23, 2013 **ACCEPT & POF**
- d) Executive session [BoS Contract Negotiating Team re: Fire], May 1, 2013 **ACCEPT & POF**

5. SELECTMEN REPORTS

6. OLD BUSINESS

- a) FY 14 Budget – department head salaries and potential amendments **VOTE:**
- b) Annual Town Meeting – review motions
- c) Special Town Meeting – June 3, 2013
 - i. Review article (s) and final draft of Regional School Agreement (RSC Chair Maria Neyland will be present for discussion at 9 PM)
 - ii. BoS recommendation on article **VOTE:**
- d) Gaming – plans to gather public input **VOTE:**

7. NEW BUSINESS

- a) Dog complaint from Norman Hanover regarding Shelby, owned by Joe Crowley (Refer matter to Dog Officer for investigation) **VOTE:**
[NB: Please take this matter up at 8:30 PM]
- b) Memorial Day and Fifer's Day parades – permit request **VOTE:**
- c) Reserve Fund Transfers
 - i. Town Administrator – Mileage Stipend (\$25) **VOTE:**
 - ii. Police Department – Vehicle Maintenance (\$6,264) **VOTE:**
- d) Disclosure of financial interest by Kevin Lehner, Recreation Commission **VOTE:**

8. CORRESPONDENCE

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

9. PRESS TIME

10. CONCERNS OF THE BOARD

11. EXECUTIVE SESSION

Move to adjourn to executive session to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200A, Dispatch; Massachusetts Coalition of Police, Local 200, Police; Boxborough Professional Firefighters, Local 4601 and to adjourn immediately thereafter **ROLL CALL VOTE:**

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

12. ADJOURN

CONSERVATION AND HISTORIC PRESERVATION RESTRICTION

to

THE TRUSTEES OF RESERVATIONS

and

BOXBOROUGH HISTORICAL SOCIETY, INC.

STEELE FARM, BOXBOROUGH, MASSACHUSETTS

THE TOWN OF BOXBOROUGH, with an address of 29 Middle Road, Boxborough, MA 01719, being the sole owner of the granted premises and intending hereby to bind itself and its successors and assigns, who are collectively referred to herein as “Grantor”, acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants, with quitclaim covenants, to The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891, and qualified to hold Conservation and Historic Preservation Restrictions in accordance with Chapter 184 of the Massachusetts General Laws, and having an address at 572 Essex Street, Beverly, MA, 10915, its successors and permitted assigns, and the Boxborough Historical Society, Inc., qualified to hold Conservation and Historic Preservation Restrictions in accordance with Chapter 184 of the Massachusetts General Laws, having an address at 29 Middle Road, Boxborough, MA, 01719, its successors and permitted assigns, (collectively the "Grantee"), in perpetuity and exclusively for conservation and historic preservation purposes, as a gift, the following described Conservation and Historic Preservation Restriction (hereinafter, the “Restriction”) on a parcel of land described in the below-referenced deed as having 34 acres and 10 rods more or less, and shown on Town Assessor’s map as having 36.19 acres, located at 484 Middle Road in the Town of Boxborough, Massachusetts, said parcel being described in Exhibit A, attached hereto, and shown in the sketch plan in Exhibit B, attached hereto ("Premises"), said exhibits A and B being incorporated into this Restriction by this reference.

For Grantor’s title to the Premises, see deed from James T. Van Buren, guardian of the estate of Myrtle J. Steele, to the Town of Boxborough, recorded on August 25, 1994 in the Middlesex South District Registry of Deeds, Book 24806, Page 143.

Purpose. This Conservation and Historic Preservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. Its purpose is to assure that the Premises will be retained in perpetuity predominantly in its natural, scenic, and open condition, and for agricultural, forestry, recreational and water supply uses, and for the preservation of its historic structures and landscape, and to prevent any use of the Premises that will materially impair or interfere with the conservation and historic values of the Premises.

The intent of this Restriction is to provide protections consistent with the goals of the residents of the Town of Boxborough when the property was acquired in 1994, and to maintain the lands and buildings in the appearance and style of an 18th and 19th century working farm characteristic of Boxborough’s rural, agricultural heritage, and to promote ongoing public education, enjoyment and use.

The public benefits resulting from conservation and preservation of the Premises include, without limitation:

- (1) Protection of Scenic Resources. The Premises comprise part of a highly scenic landscape visible from Middle Road. Protection of the Premises will preserve the scenic character of Middle Road and scenic views of an open, historic agricultural landscape.
- (2) Historic Preservation. The Premises are included in the National Register of Historic Places as the Levi Wetherbee Farm, listed on December 12, 2006 (NRHP #06001128). The National Register of Historic Places Nomination Form is hereby attached hereto and incorporated into this Restriction as Exhibit D. Protecting the Premises will preserve a farmhouse, a barn and an icehouse and its associated rural, agricultural landscape dating to the mid-19th century.
- (3) Protection of Agriculture. Protection of the Premises will allow for continued productive agricultural activities and will conserve important soils classified by the United States Department of Agriculture's Natural Resource Conservation Service as Prime Agricultural Soils (Sudbury fine sandy loam).
- (4) Protection of Wildlife Habitats. Conservation of the Premises will protect habitat (including grasslands, meadows, woodlands and wetlands) used by a variety of wildlife, including nesting grassland birds. The protection of the Premises will enhance the ecological value and integrity of adjacent, similarly protected lands, including the Beaver Brook Meadow.
- (5) Protection of Recreational Resources. Preservation of the Premises will preserve the public's use and enjoyment of Steele Farm for passive recreation and compatible public events.
- (6) Aquifer Protection. The Premises is located near, or itself may become, a potential municipal drinking water well site. Protection of the Premises will contribute to the preservation of this public water supply.
- (7) Furtherance of Government Policy, Boxborough. Protection of the Premises is consistent with the Town of Boxborough's most recently completed Open Space and Recreation Plan (2002) and the Boxborough Master Plan (2002).
- (8) Furtherance of Government Policy, Massachusetts. Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts, Department of Conservation and Recreation, Heritage Landscape Inventory Program, which recommends the permanent protection of Steele Farm in the Boxborough Reconnaissance Report/Freedom's Way Landscape Inventory.

The terms of this Restriction are as follows:

A. Prohibited Uses. Except as provided in the reserved rights set forth in paragraph B below, the Grantor will neither perform nor allow others to perform the following acts and uses, which are expressly prohibited on, above and under the Premises:

- (1) Any alterations to or removal of existing buildings;
- (2) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (3) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit; alteration of the existing natural topography of the Premises; withdrawal of surface or ground water from the Premises.
- (4) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (5) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (6) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (7) The use, temporary or permanent parking, or storage of motorcycles, motorized trail bikes, snowmobiles and all other motor vehicles, except as provided in paragraph B below, or as necessary for the police, firefighters or other governmental agents to carryout their lawful duties;
- (8) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (9) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises; conveyance of a part or portion of the Premises, or division or subdivision of the Premises for conservation purposes, shall be permitted with the written consent of the Grantee; conveyance of the Premises in its entirety shall be permitted, provided that any such conveyance is subject to, and consistent with, the terms of this Restriction;
- (10) The use of the Premises for:
 - a. subsequent transferal of development rights to any property, whether or not adjacent to the Premises;

- b. use in any calculations involving development of this or any other property, whether or not adjacent to the Premises, in any manner whatsoever.
- (11) Any other use of the Premises or activity thereon that is inconsistent with the purpose of this Restriction or that would materially impair significant conservation interests unless necessary in an emergency for the protection of the conservation and historic interests that are the subject of this Restriction.

B. Reserved Rights. All acts and uses not prohibited in paragraph A are permissible, provided they do not materially impair the purposes of this Restriction. The following acts and uses, otherwise prohibited in Paragraph A, are permitted, but only if such uses and activities do not materially impair the purpose of this Restriction:

- (1) Maintenance of Historic Structures. With prior written approval of Grantee, alterations to the existing buildings' exteriors are allowed, providing that they are (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archeological and historical integrity of the Premises, or (b) the Grantee determines that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Grantee. Any activity shall be carried out in a manner consistent with the United States Secretary of the Interior's "Standards for Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 CFR 67 and 68)," an excerpt of which is attached hereto as Exhibit C, as these may be amended from time to time (hereinafter the "Secretary's Standards"). With prior written notice to Grantee, the maintenance, restoration or alteration of the existing buildings' interiors is permitted.

i. The Barn With the prior written approval of the Grantee, the barn may be extended beyond the limits of its original perimeter solely for the purposes of fully implementing uses consistent with the purposes of this Restriction. In no such case shall such extension diminish the architectural quality or style as originally designed and constructed nor the general profile or architectural features.

ii. Minor Structures The construction, maintenance, repair and replacement of (1) minor structures for use by the public for educational and passive recreational purposes, such as but not limited to interpretive signs, exhibits, shelters and benches, (2) ancillary decorative or landscape structures as may be desirable in support of the historic landscape restoration program or restoration of historic landscape elements, and (3) minor structures needed for compliance with the American with Disabilities Act (ADA) standards. All such structures shall be designed and located so as not to have deleterious impact on the historic and conservation values of the Premises.

Notwithstanding the foregoing provisions if, after an inspection, the Building

Inspector finds that a building subject to this Restriction poses an immediate threat to public health or safety due to its deteriorated condition and that there is no reasonable alternative to the immediate repairs or demolition of the building or structure, then the Building Inspector may issue an emergency repair or demolition permit. The Building Inspector shall then prepare a report explaining the condition of the building and the basis for his decision, which shall be forwarded to the Grantees before such repairs or demolition can take place.

- (2) Recreational Activities. Hiking, horseback riding, cross-country skiing, sledding, dog walking, jogging, bird and nature watching, camping, mountain biking, snowshoeing, amateur astronomy in both daylight and night-time hours, kite-flying, model aircraft flying, model rocketry, camping with permit and other outdoor recreational activities (including activities permitted pursuant to Paragraph B(1), above and activities described in the Management Plan referred to in Section A.11. of this Restriction) that do not materially alter the landscape or degrade environmental quality.
- (3) Events. The use of the Premises, including the existing buildings, for public or private events, including but not limited to official Town festivals (such as winter fest and employee/volunteer recognition functions), historic re-enactments, concerts, or private functions, such as weddings or reunions, and erection of temporary tents, provided that any event does not materially alter the landscape or degrade environmental quality.
- (4) Trails. The construction, maintenance and marking of trails for pedestrian use, mountain biking and horseback riding, including the construction, maintenance, repair and replacement of boardwalk trails or footbridges where such use is consistent with the purposes of the Restriction.
- (5) Wood Roads. The maintenance of presently existing wood roads, as identified in the baseline documentation report completed prior to the grant of this Restriction, located on the Premises substantially in their present condition, or as reasonably necessary for the uses permitted herein, and, with the prior written permission of Grantee, the construction of new wood roads for such purposes.
- (6) Agriculture. Agricultural, horticultural, and animal husbandry operations carried on in accordance with the then-current scientifically-based practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies then active, and to the extent possible, with respect to, and in accordance with, the scenic, historic and ecological values of the property (including but not limited to the clearing and cultivation of fields, the mowing and grazing of meadows, the haying of the grasslands, the selective planting of trees, shrubs and flowers, including without limitation those for shade, ornament or fruit-bearing purposes, planting, cultivating and harvesting of

Christmas trees, keeping of farm animals and bees, small-scale commercial activities in association with such operations, and community gardens).

- (7) Field Expansion. With prior written approval of Grantee, the expansion of existing fields for agricultural, animal husbandry, or horticultural use.
- (8) Forestry. In accordance with generally accepted forest management practices, (a) selective pruning and cutting to prevent, control or remove hazards, disease or insect damage, fire or to preserve the present condition of the Premises, including vistas wood roads and trails; (b) harvesting trees for use or sale on the Premises; and (c) following notice to Grantee, the cutting of trees for any purpose, including, without limitation, commercial timber production, in accordance with a forest stewardship plan, prepared by a professional forester, that is designed to protect the conservation and historic values of the Premises, including without limitation, scenic, historic and ecological values. Grantor agrees to provide a copy of the forest management plan to the Grantee. Where Grantor intends to implement a forest management plan, Grantor agrees to provide Grantee written notice and a cutting plan 30 days prior to any forestry activity.
- (9) Composting. The stockpiling, occasional burning, and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction.
- (10) Wildlife Habitat Improvement. With prior written approval of Grantee, and in consultation with the Conservation Commission, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
- (11) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (Massachusetts General Laws, Chapter 9, section 27C, 950 C.M.R. 70.00), or the appropriate successor official.
- (12) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, rules for use of the property, trail access, identity and address of the property, the Grantee's interest in the property, and the protected conservation and historic values.
- (13) Access to Well Site on Adjacent Lands. The use of the Premises to gain access to adjacent, Town-owned lands (including without limitation the so-called "Picnic Trust" property), that may be the location of one or more future municipal drinking water wells, but only where there are no feasible alternative routes that would bypass the Premises. Temporary access to the Picnic Trust land include

activities required for the exploration and testing drinking of water well sites and construction of one or more drilled or driven wells. Permanent access to a constructed municipal well or wells on the Picnic Trust site or other Town-owned land shall be permitted to maintain, repair or replace the well(s), and to construct, route and service underground utility lines needed to operate the well(s), including electric power and pipes to carry the water from the well(s), as long as any access is carried out in a manner that preserves the existing conditions of the Premises to the greatest possible extent.

- (14) Water Supply. The site exploration and testing, design, installation, maintenance and replacement of a new public water supply well or wells and related water supply structures, including without limitation pumps, pump houses, water mains, water filtration system and any other building or structure used for public water supply purposes, and any access thereto and related parking facility on the Premises.
- (15) Motorized Vehicles. The use of motorized vehicles by the Grantor or its agents as necessary in exercising any of the reserved rights in this paragraph B, provided that such use shall be limited to roads to the extent possible and shall be conducted so as not to cause erosion or other adverse impacts on the conservation and historic values of the Premises. The use of mobility assistance devices by persons with disabilities, for access to and within the Premises, provided that such use and access do not create a hazard to the safety of either the user of such device or other persons on the Premises.
- (16) Parking. The construction, replacement, repair, maintenance, use and expansion to not more than three (3) additional parking spaces (600 square feet), and, with prior written approval of Grantee, further expansion of the existing designated parking area, now accommodating nine (9) parking spaces (1,800 square feet), shown in Exhibit E (“Steele Farm Existing & Potential Parking”), for permitted activities on the Premises.

The exercise of any right reserved by Grantor under this paragraph B shall be in compliance with all the Town of Boxborough bylaws and regulations, including then-current Zoning By-Law, Wetlands Bylaw, and all other land use and environmental regulations, the Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40) and all other applicable federal, state laws and regulations. The inclusion of any reserved right in this paragraph B requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position as to whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the Grantor’s commencement of the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Restriction.

1. Where Grantee's approval is required under paragraph B(1) *Maintenance of Historic Structures*, the Boxborough Historical Society, Inc. ("BHSI"), its successor or assign, shall, within thirty (30) days of receipt of Grantor's request, notify The Trustees of Reservations ("TTOR"), its successor or assign, of BHSI's decision. Following receipt of BHSI's notice, but in no case later than sixty (60) days following TTOR's receipt of Grantor's written request, TTOR shall either affirm or reverse the decision of BHSI. TTOR's decision shall in all cases be final and controlling as to Grantee. In the event that no decision is received from BHSI within said thirty (30) days, TTOR shall proceed to issue its decision within sixty (60) days of receipt of Grantor's written request. Failure of TTOR to act within said sixty (60) days shall be deemed to constitute approval of either BHSI's decision, if one has been issued, or, in the absence of BHSI's decision, of Grantor's request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time. Grantee's approval shall not be unreasonably withheld, but shall be granted only upon a showing that the proposed activity will not materially impair the purposes of this Restriction.

2. Where Grantee's approval is required under all other provisions of paragraphs A or B, TTOR shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor, provided that the Grantor's request complies in every respect with the requirements of this paragraph. TTOR's approval shall not be unreasonably withheld, but shall be granted only upon a showing that the proposed activity will not materially impair the purposes of this Restriction. Failure of TTOR to respond in writing within such 60 days to a request which complies with the requirements of this paragraph shall be deemed to constitute approval by TTOR of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, the requested activity will not materially impair the Restriction and is not a prohibited activity herein.

D. Extinguishment.

1. Grantee's Receipt of Property Right. The Grantor(s) and the Grantee agree that the donation of this Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is equal at least to the proportionate value (seventy-five percent, 75%) that this Restriction, determined at the time of the gift and documented in the Baseline Documentation Report bears to the value of the unrestricted Premises at that time.

2. Right of Grantee to Recover Proportional Value at Disposition. If circumstances arise in the future that render the purpose of this Restriction impossible to accomplish, this Restriction can be terminated, released or extinguished, whether in whole or in part, only by proceedings consistent with MGL 184 Sections 31-33 or judicial proceedings in a court of competent jurisdiction. In case of any such extinguishment or other release of the Restriction, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph D.1, above, subject, however, to any applicable law that expressly provides for a different disposition of proceeds, after complying with the terms of any gift, grant or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

3. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority other than the Town of Boxborough under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

4. Allocation of Expenses upon Disposition. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantee in shares proportional to their interests in the Premises, as described in paragraphs D.1 and D.2, above, after complying with the terms of any gift, grant or funding requirements. The Trustees of Reservations and the Boxborough Historical Society, Inc., as co-holders, shall share equally in any proceeds due to the Grantee under the provisions of section D of this Restriction.

5. Extinguishment by Eminent Domain by Town of Boxborough. Whenever the entirety or any provision of this Restriction is taken by eminent domain by the Town of Boxborough for a public purpose under G.L. c.79 or any special act, damages calculated in accordance with paragraph D.1, above shall be due to the Grantee, based upon an appraisal by an independent appraiser obtained by the Grantor and Grantee hereby waives any right to an award of additional damages.

6. Proceeds to be Held in Trust by Grantee. The Grantee shall hold all proceeds paid to the Grantee under section D of this Restriction in trust to be used to acquire real property or interests in real property, including without limitation restrictions, which real property shall be located within the Town of Boxborough, for conservation purposes and/or for historic preservation purposes, and, whether or not the Town of Boxborough holds the fee ownership interest in the Premises at the time the proceeds is paid to the Grantee, the Grantee shall consult with the Board of Selectmen (or the officer or board then acting as chief executive officer of said municipality) upon the site or sites chosen for such acquisition, and The Trustees of Reservations and the Boxborough Historical Society, Inc. shall consult with each other in the choice of such sites. If the fee ownership interest in any real property is acquired by the Grantee with said trust funds, the property shall be held in trust in perpetuity for such conservation and/or historic preservation purposes and if a restriction is acquired, it shall be a perpetual conservation restriction and/or historic preservation restriction pursuant to G.L. c.84, §§31-32. If any circumstance arises whereby a court of competent jurisdiction determines that this trust is no longer able to be accomplished by either Grantee, the remainder of the funds held by that Grantee shall be given to the Town of Boxborough to be held in trust for conservation and/or historic preservation purposes.

E. Access. The Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

1. Grantor hereby grants to the Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of regular monitoring and inspecting the same to determine compliance herewith, including the right to

access the Premises over roads and rights of way owned by the Grantor and any rights of way or other access ways now or hereafter available to Grantor for access to the Premises, and (b) after 30 days' prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.

2. Grantor hereby grants to the public the right to enter upon the Premises for passive outdoor recreational uses of the Premises in a manner that is consistent with the Permitted Uses in Section B, above, and M.G.L. Chapter 40, Section 8c and M.G.L. Chapter 132A, Section 11 and Sections 2b and 2d, such as walking, jogging, cross-country skiing, sledding, fishing, birding, horseback riding, hiking, dog walking, picnicking, wildlife observation, camping with permit and other similar activities, subject to reasonable terms and conditions determined by the Grantor for such access.

F. Grantee's Right to Post Identifying Signage. The Grantee shall have the right to post signs, no more than one foot by one foot in size, on the boundaries of the Premises, identifying the interest of the Grantee in the Premises, and informing the public of the nature and public benefit of the conservation and preservation of the Premises.

G. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief, if feasible and subject to appropriation, requiring restoration of the Premises to their condition prior to such violation (it being agreed that Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Grantor covenants and agrees to reimburse Grantee for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, and provided further that such reimbursement obligation shall not be enforceable against the Town of Boxborough if at the time of violation said Town continues to be the holder of the fee ownership interest in the Premises. By its acceptance of this Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations. Any election by the Grantee as to the nature and timing of its actions pursuant to its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

H. Acts Beyond Grantor's Control. Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

I. Duration and Assignability. The burdens of this Restriction shall run with the Premises and shall be enforceable against Grantor in perpetuity. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction. The Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor agrees itself to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Restriction continue to be carried out; (ii) the assignee, at the time of assignment, qualifies under Section 32 of Chapter 184 of the Massachusetts General Laws, as an eligible donee to receive this Restriction directly; (iii) Grantee complies with the provisions required by Article 97 of the Amendments to the State Constitution, if applicable; and (iv) while the Town of Boxborough continues to be the holder of the fee ownership interest in the Premises, said Town, acting by and through its Board of Selectmen (or the officer or board then acting as chief executive officer of said municipality) approves the assignee in writing, which approval shall not unreasonably be denied. Grantor and Grantee intend that the restrictions arising hereunder shall take effect when all requisite signatures pursuant to Section 32 of Chapter 184 of the General Laws have been obtained and the document has been recorded in the Middlesex South District Registry of Deeds. This Restriction shall be recorded in a timely fashion.

J. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Restriction or limit its enforceability in any way

K. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Restriction, shall survive the transfer.

L. Estoppel Certificates. Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, that certifies the status of Grantor's compliance with any obligation of Grantor contained in this Restriction, or that otherwise evidences the status of this Restriction, as may reasonably be requested by Grantor.

M. Amendment. If circumstances arise under which an amendment to or modification of this Conservation and Historic Preservation Restriction would be appropriate, Grantor, acting by and through its Board of Selectmen (or the officer or board then acting as chief executive officer of said municipality) if the Town of Boxborough is still the owner of the Premises, and Grantee may jointly amend this Conservation and Historic Preservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation and Historic

Preservation Restriction or the status of Grantee under any applicable laws, including sections 31-33 of Chapter 184 of the General Laws of Massachusetts; any amendment shall be consistent with the purposes of this Restriction, and shall not affect its perpetual duration. Any amendment shall occur only in exceptional circumstances. Any amendment shall be consistent with the purposes of this Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and the Massachusetts Historical Commission or as required by applicable statutes in effect at the time of the proposed amendment and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution. Any such amendment shall be recorded in the Middlesex South District Registry of Deeds.

N. Effective Date. This Conservation and Historic Preservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Middlesex South District Registry of Deeds.

O. Recordation. The Grantee shall record this instrument in timely fashion in the Middlesex South District Registry of Deeds.

P. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed to the party to be notified, at the address last known to the notifying party, or to such address as is reasonably ascertainable.

Q. Miscellaneous

(1) Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

(2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purpose of Mass. Gen. Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(3) Severability. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

(4) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein.

(5) Joint Obligation. The obligations imposed by this Restriction upon the parties that together comprise "Grantor" shall be joint and several.

(6) Captions. The captions in this instrument have been inserted solely for convenience of reference. They are not a part of this instrument and shall have no effect upon construction or interpretation.

(7) Pre-existing rights of the Public. Approval of this Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials, by the Secretary of Energy and Environmental Affairs, and by the Massachusetts Historical Commission is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction.

(8) Counterparts. This Restriction may be executed in counterparts and shall constitute a single agreement whether or not all signatures appear on a single copy hereof.

(9) Baseline Documentation. In order to establish the present condition of the Premises and the conservation and historic values thereon which are protected by this Conservation and Historic Preservation Restriction, so as to enable the Grantee to monitor future uses of the Property and to assure compliance with the terms hereof, Grantor and Grantee have prepared an inventory of the relevant features and conditions of the Premises (the “Baseline Documentation Report”), and agree that the same is an accurate representation of the condition of the Premises as of the date of the execution of this Restriction. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee.

(10) Subordination. Grantor represents, and Grantee relies on Grantor’s representation, that the Premises are free from any lien, encumbrance, or other interest by any third party in the Premises.

(11) Management Plan. Grantor and Grantee recognize the importance of and need for a property management plan for the Premises. In order to achieve the purpose of this Restriction, the Grantor shall develop a written management plan, consistent with the Conservation and Historic Preservation Restriction, in consultation with the Grantee that is designed to balance the multiple permitted uses and protect the conservation and historic preservation values of the Premises. Such Management Plan may be amended from time to time by Grantor, in consultation with Grantee.

No documentary stamps are required, as this Restriction is a gift.

(remainder of page left intentionally blank)

ACCEPTANCE OF GRANT

The above Conservation and Historic Restriction is accepted this _____ day of _____, 20__.

THE TRUSTEES OF RESERVATIONS

By _____

~~Kathryn Abbott~~ Barbara Erickson
~~Acting~~ President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

ACCEPTANCE OF GRANT

The above Conservation and Historic Preservation Restriction is accepted this _____ day of _____, 20__.

BOXBOROUGH HISTORICAL SOCIETY, INC.

By _____
Duncan M. Brown, President

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction agreement has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

Date: _____

BRONA SIMON, Executive Director
And Clerk

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires _____

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: _____, 20__

Richard K. Sullivan, Jr., Secretary of Energy and
Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Exhibit A

The Premises consist of a parcel of land located at 484 Middle Rd.in Boxborough, Massachusetts, lying on the South side of Middle Road, shown as 07-3-125-0.0 on a plan entitled Boxborough Assessor's Map, prepared by Boxborough Assessor , dated FY 03and on Exhibit B herein. The Premises are bounded and described as follows:

Beginning at the road that leads to Harvard and at a corner of a wall at land now or formerly of Silas W. Wetherbee, thence by said road North 55 degrees West seventeen (17) rods; thence North 73 degrees West sixteen (16) rods; thence South 8 degrees West ten (10) rods to land now or formerly of Samuel Wetherbee; thence South 40 degrees West twenty-four (24) rods by said Samuel Wetherbee land and land now or formerly of Jane Bigelow; thence South 28 degrees West thirty-two (32) rods; thence South 21 degrees West thirty three (33) rods by said Bigelow land to land now or formerly of Walter Mead; thence by said Mead land South 75 degrees East six and three-fourths (6 3/4) rods to the corner of the wall; thence by said Mead land South 7 degrees West fifty-nine (59) rods; across the meadow to a corner of the wall; thence by said Mead land and land now or formerly of the heirs of Dea. Moses Whitcomb South 75 degrees East twenty-five (25) rods to a corner of the wall at the said Silas W. Wetherbee land; thence by said Wetherbee land North 15 degrees East seventy-three (73) rods; thence North 32 degrees East seventy-two and one half (72 1/2) rods to the point of beginning. Containing thirty-four (34) acres and ten (10) rods, be the same more or less.

For Grantor's title to the Premises, see Middlesex South Registry of Deeds Book 24806, Page 143.

Exhibit B – Sketch Plan of the Premises

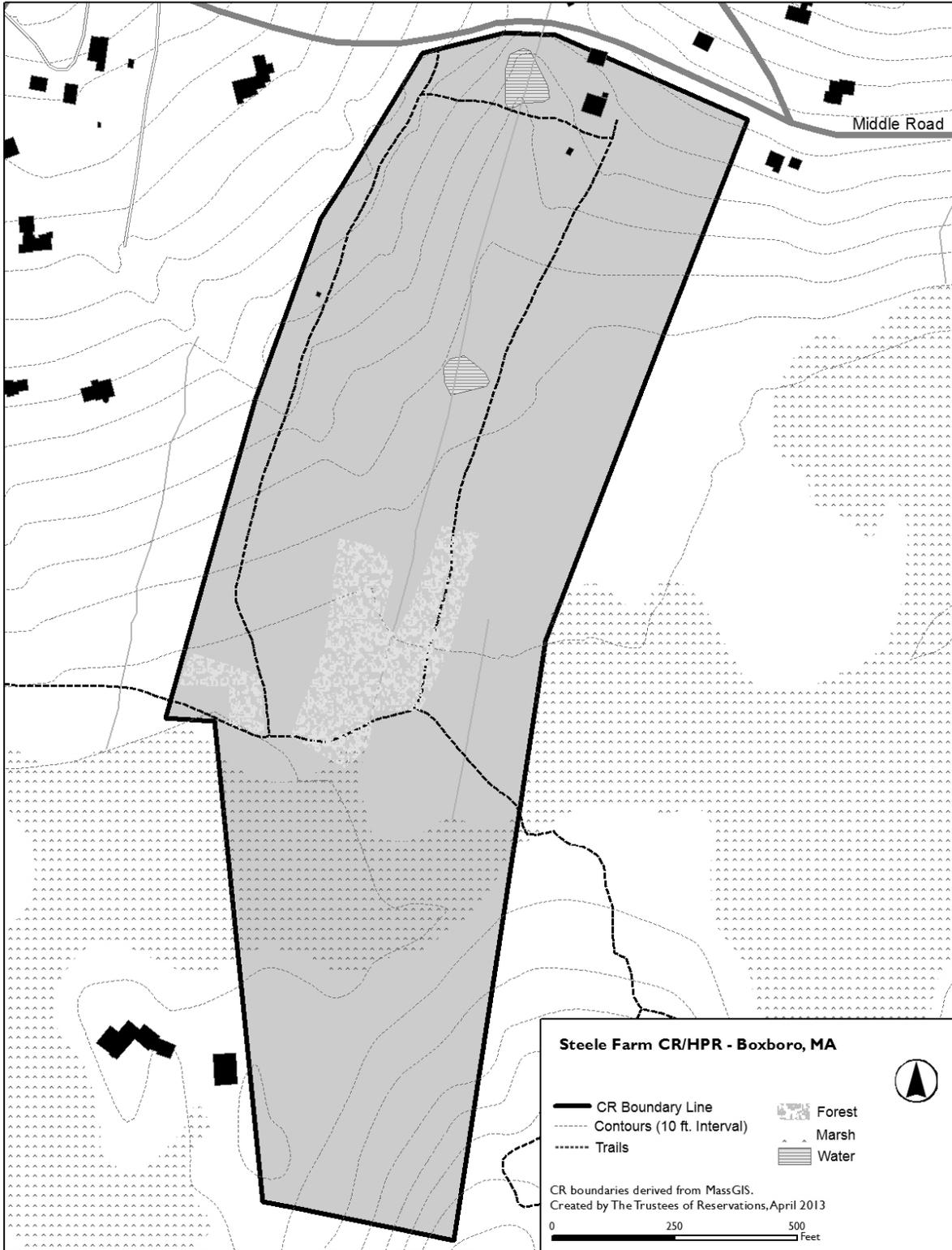


Exhibit C

Standards for the Treatment of Historic Properties

PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Authority: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

Source: 60 FR 35843, July 12, 1995, unless otherwise noted.

§ 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on “certified historic structures” as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

§ 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

- (4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.
 - (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
 - (6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
 - (7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
 - (8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
 - (9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
 - (10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (c) *Restoration.*
- (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.
 - (2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.
 - (3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
 - (4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
 - (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
 - (6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
 - (7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding

conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.

Exhibit D

Copy of The National Register of Historic Places Nomination Form (NRHP #06001128), which is a historic baseline.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Registration Form**

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Levi Wetherbee Farm

other names/site number Wetherbee-Cobleigh-Steele Farm

2. Location

street & number 484 Middle Road N/A not for publication

city or town Boxborough N/A vicinity

state Massachusetts code MA county Middlesex code 017 zip code 01719

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register Criteria. I recommend that this property be considered significant nationally statewide locally. (See continuation sheet for additional comments.)

Brona Simon

November 3, 2006

Signature of certifying official/Title Brona Simon, Depty SHPO, MHC

Date

State or Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria. (See continuation sheet for additional Comments.)

Signature of certifying official/Title

Date

State or Federal agency and bureau

4. National Park Service Certification

I, hereby certify that this property is:

- entered in the National Register
 - See continuation sheet.
- determined eligible for the National Register
 - See continuation sheet.
- determined not eligible for the National Register
- removed from the National Register
- other (explain): _____

Signature of the Keeper

Date of Action

Levi Wetherbee Farm
Name of Property

Middlesex, MA
County and State

5. Classification

Ownership of Property

(Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property

(Check only one box)

- building(s)
- district
- site
- structure
- object

Number of Resources within Property

(Do not include previously listed resources in the count.)

Contributing	Non-contributing	
3	0	buildings
4	0	sites
3	0	structures
2	0	objects
12	0	Total

Name of related multiple property listing

(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

0

6. Function or Use

Historic Functions

(Enter categories from instructions)

DOMESTIC: single dwelling

AGRICULTURE: agricultural fields

Current Functions

(Enter categories from instructions)

VACANT (house)

RECREATION

AGRICULTURE: agricultural field

7. Description

Architectural Classification

(Enter categories from instructions)

COLONIAL: Georgian

Materials

(Enter categories from instructions)

foundation STONE: fieldstone

walls WOOD: weatherboard

roof ASPHALT shingle

other

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B** Property is associated with the lives of persons significant in our past.
- C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D** Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- A** owned by religious institution or used for religious purposes.
- B** removed from its original location.
- C** a birthplace or grave.
- D** a cemetery.
- E** a reconstructed building, object, or structure.
- F** a commemorative property.
- G** less than 50 years of age or achieved significance within the past 50 years.

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # _____
- recorded by Historic American Engineering Record # _____

Areas of Significance

(Enter categories from instructions)

- ARCHITECTURE
- COMMUNITY PLANNING AND DEVELOPMENT
- AGRICULTURE
- _____
- _____
- _____
- _____

Period of Significance

mid-18th century to 1956

Significant Dates

1784
1941

Significant Person

(Complete if Criterion B is marked above)

N/A

Cultural Affiliation

N/A

Architect/Builder

house: unknown
barn: Thomas A. Steele

Primary location of additional data:

- State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other

Name of repository:

Levi Wetherbee Farm
Name of Property

Middlesex, MA
County and State

10. Geographical Data

Acreeage of Property 36.19 acres

UTM References

(Place additional UTM references on a continuation sheet)

1. 19 2 9 2 4 4 0 4 7 0 7 1 6 0
Zone Easting Northing

3. 19 2 9 2 5 0 0 4 7 0 6 4 2 0
Zone Easting Northing

2. 19 2 9 2 6 8 0 4 7 0 7 1 2 0
Zone Easting Northing

4. 19 2 9 2 3 8 0 4 7 0 6 4 4 0
Zone Easting Northing

5. 19 2 9 2 3 0 0 4 7 0 6 6 4 0
Zone Easting Northing

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Anne Forbes, consultant, with Betsy Friedberg, National Register Director, MHC

organization Massachusetts Historical Commission date October, 2006

street & number 220 Morrissey Blvd. telephone 617-727-8470

city or town Boston state Massachusetts zip code 02125

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

- A **USGS map** (7.5 or 15 minute series) indicating the property's location.
- A **sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs

Representative **black and white photographs** of the property.

Additional items

(Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name Town of Boxborough

street & number 29 Middle Road telephone 978-263-1116

city or town Boxborough state MA zip code 01719

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 1

7. DESCRIPTION

General site layout

The Levi Wetherbee (Wetherbee-Cobleigh-Steele) Farm (MHC Area A) is located in an area east and southeast of Boxborough's old town center composed of residential and agricultural properties dating from the late 18th through the 20th centuries. Development in the immediate vicinity of the farm consists of 19th and 20th century houses on large lots, with large stretches of woods and wetlands interspersed.

The nominated property (MHC Area A) comprises a single 36-acre parcel of land which gradually descends south from Middle Road through an evolved agricultural landscape (MHC #902) of hay meadows and the remains of a mid-20th century Christmas tree farm to a wooded wetland in the south portion. A narrow streambed with high banks courses south through the west part of the property from a small round farm pond just below the road (Map #5; Photo #1). Outflow of water from the pond is channeled through a corrugated metal culvert under a stone-reinforced causeway or "run" across the pond's south edge. (Map #10; Photo 1). The grassed surface of the run shows the ruts of generations of wheels of farm vehicles.

On higher ground along the west edge of the property, roughly paralleling the stream, is a heavily rutted cart path (Map #6; Photo 8). The path is intersected at two points by fieldstone walls that may once have formed part an enclosure, although currently openings in the walls, once perhaps fitted with wooden gates, stand open.

Most of the east and west property boundaries of the farm are lined with fieldstone walls (Map #7). A line of deciduous trees follows the east boundary wall, and scattered bushes and trees, including a few old or wild apple trees, are present on the west part of the property in the area of the pond and carpath. Clumps of balsam and other nursery evergreen trees remaining from a 20th-century tree farm occupy part of the center portion of the farm.

The Levi Wetherbee House stands close to the south edge of Middle Road. Just east of the house, a short asphalt drive, lined on the east with maple trees, leads to the early 1940s barn. A few feet north of the barn is the 9 ½' x 11 ½' rubble-based concrete slab remaining from the gable-roofed, clapboarded milkhouse of about 1950, which was torn down in the 1990s. A few 20th-century sheds were taken down after the town of Boxborough bought the farm in 1994, but a small icehouse of ca. 1904 relocated from another Boxborough farm in 1999, stands on a small knoll south of the barn. The remains of a stone structure, reported to have been a tunnel leading from the house cellar to the bank of the pond (also likely to have been used as a root cellar), are still in place underground just southwest of the house.

Prior to 1856, the line of Middle Road passed just south of the farmhouse, rather than north. Through World War II, apple orchards and meadows occupied most of the property on both sides of the stream, leaving only a small cleared area around the house and outbuildings at the north-northeast edge of the property.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 2

Levi Wetherbee House (Wetherbee Farmhouse), mid-18th C./enlarged ca. 1800-1815 (MHC.3;
Map #1, Photos 1-5)

The farmhouse in its present form is a 34 x 28-foot south-facing, side-gabled, 3 x 2-bay, 2½-story, center-chimney house. Due to the relocation of Middle Road, the building stands with its back to the street. Clad in wood clapboard, with an asphalt-shingle roof, it rests on a fieldstone foundation topped with split granite blocks. Its south facade is symmetrically arranged. The center entry has a mid 19th-century door with what were apparently six recessed panels trimmed with applied moldings. The top two panels have been replaced with a line of three glass lights. The door surround consists of a simple enframing of wide, unadorned boards. Similarly, the windows have flat-board surrounds flush with the siding. The east and west gable-end elevations, which appear to have formerly had a symmetrical two-bay arrangement of openings aligned at first and second stories and a single 6/6 window in the gable peak, each have been slightly altered. The east wall has a wooden 20th-century, 6-light-over 2-panel door in the north portion, and the west gable end has two small mid 20th-century two-pane kitchen windows on the south part, rather than a single window. On the rear (north) wall, two 6/6's are aligned at each story, set somewhat off-center toward the east part of the wall.

Except for the two modern windows on the west gable end, all the windows are double-hung 6-over-6 sash. Some sash is of the mid 19th century type with narrow ogee muntins; others are later 6/6 replacements. The exterior trim includes a molded, boxed cornice with returns on the gable ends, and narrow cornerboards. Below the eaves on the north and south walls is a prominent bed molding above a narrow friezeboard adorned with a narrow architrave molding. A molding with a similar profile trims the lower edge of the crown along the eaves and at the gable ends of the roof.

The large brick center chimney rises through the roof ridge. Three small box ventilators on the south front roof slope are a minor alteration of the late 20th century.

Interior, first story. The house is arranged on a conventional two-room-deep, center-chimney plan, with a lobby entrance with three-run stair in front of the chimney, a room to either side at each story, and, across the back, a broad center room with specialized spaces partitioned at either end. An enclosed rear stairway at the northeast corner ascends to the main rear second-story room. Between the stairway and the rear wall of the first-story southeast room is a vestibule leading to the northeast side entry. A small room in the northwest corner of the first story, now a combination pantry and lavatory, probably began as a bedroom, as did the small room above it at the second story, which was converted to a bathroom in the 1920s or 1930s.

The house as taxed in 1798 was one story and had nine windows containing 73 square feet of glass--a description that suggests it may have been a three- or five-bay Cape-Cod house at that time. Features of the building frame provide evidence that the building was raised from one story shortly after 1800. One-story-high posts with flared ("gunstock") shoulders are detectable under later casings at both rear corners.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 3

While the flare is not readily obvious in the front posts, they project deeply into the rooms, suggesting that a gunstock post may be hidden inside the straight vertical casing at each front corner. In addition, the front and rear first-story girts (formerly the plates) are planed and carved with a fine beveled chamfer with lamb's-tongue stop--a finish detail that is characteristic of First Period-style framing that had gone out of fashion well before 1750. Such decorative features raise the question of whether the first story of this house, which is referred to as late as 1784 as "Levi Wetherbee's new house," was actually standing in the second quarter of the 18th century, and if so, whether "new" may mean that it was moved to the farm from another location.

Contrary to the First Period character of the lower frame, most of the surviving first-story finish of the house is of a type consistent with the latter part of the 18th- and early part of the 19th centuries. With the exception of the front and rear girts, the posts, end girts, and the east-west summer beams in the front rooms are covered by casings--some beaded, some plain. The walls and the rest of the ceilings are plastered. The southwest room has been altered by its 20th-century conversion to a kitchen employing the reuse of some earlier material (such as the cabinet door made from the lower half of an 18th-century paneled door), and its east fireplace wall is covered with mid 20th-century imitation brick. In the southeast and north rooms, however, fireplaces remain relatively intact.

In the southeast parlor, the fireplace was blocked in for a stovepipe and the trim updated toward the middle of the 19th century. (Photo 10.) Its mantelpiece is a simple composition of very wide boards, including a broad frieze and a thick mantel shelf backed by a low board with a raised center section, which probably indicates a remodeling date between 1830 and 1860. A wide doorway with a pair of 3/3 paneled doors in the north wall of the parlor appears to be an alteration of the early 20th century.

The large fireplace in the rear original kitchen has angled sidewalls (Photo 11 and 12.) Its bake oven is located just west and outside of the main firebox. The mantel, which has a peaked board above a simple mantel shelf similar to that in the southeast parlor, probably represents another mid 19th-century renovation. The kitchen fireplace wall is finished with horizontal planed boards, which are also used in a pair of doors to a cabinet above the fireplace. Other walls of the rear section of the house--the east end wall, and portions of the rear wall inside a large L-shaped corner cupboard, are covered with horizontal paneling embellished with a very narrow bead. Vertical beaded board of the same type forms the east wall of the little northwest room, and also encloses the back stairway in the northeast corner.

Doors to the front lobby entrance from the rooms on either side are a 4-panel late 18th-century type, with the panel raised on one side and recessed on the other, and hung on H-and-L hinges. The closed-string, three-run stair has a typical Federal-period balustrade of square dowels placed on the diagonal, a heavy molded railing, and 3 1/2" square newel posts.

Second story. The character of much of the second story is more elaborate and formal than the first, and includes many elements of the fully developed Federal style—a decorative vocabulary consistent with the raising of the building to two stories in the early years of the 19th century. The ceilings at this story are fully plastered, with no summer beams visible in the rooms; the corner posts have beaded casings.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 4

The finely executed woodwork in the two front upstairs rooms indicates the important status of the early 19th-century owners, and suggests the presence in the Boxborough area of a highly skilled carpenter and joiner. Here the doors are 6-panel, with the raised-panel side facing the rooms. They are hung on H-hinges, and have broad, molded casings. The woodwork in the southwest chamber includes a large ogee crown molding. The small fireplace in that room (closed over for a stovepipe) has a low Federal mantel with a line of diamond cut-outs adorning the frieze.

The southeast chamber is the most stylish room in the house, with an even larger and more elaborate cornice than that in the southwest chamber. (Photo 5.) The walls are ringed with a beaded-board dado trimmed with a molded baseboard at the bottom and a line of finely-carved vertical reeding under a molded chair rail at the top. The mantelpiece of the small brick fireplace is an outstanding example of Federal-style carving. The frieze is decorated with squares of alternating vertical and horizontal reeding, and above it is a line of vertical reeding under a simple mantel shelf. The molding of the fireplace surround matches that at the doorways.

The presence of such stylish Federal woodwork consistent with detailing seen in houses of ca. 1800-1815 in the Boxborough area raises the question of whether Levi and Dorothy Wetherbee's son-in-law, cabinetmaker Samuel Stevens, may have executed some of it after his marriage to their daughter Lucy in 1814. Future comparisons with woodwork in other buildings in the vicinity may help to determine who the carpenter may have been.

The south wall of the large rear second-story room has a tiny fireplace with a molded surround, and a door to a narrow closet beside it hung on H-and-L hinges. (Photo 13.)

Hardware throughout the building includes H- and H-and-L hinges, Suffolk latches, and 19th-century cast-iron latches and ceramic knobs. Iron cranes remain in the rear kitchen fireplace.

Attic and cellar structure. The attic and cellar reveal much about the post-and-beam, stud-framed building. The roof is a rafter-and-purlin type, with heavy hewn rafters, 6 x 6" in their upper sections, tenoned into a five-sided ridge purlin. Five sets of hewn purlins, continuous from one end of the roof to the other, are set into trenches on the outside of the rafters, and support vertically-oriented roof boards. From each tie-beam, a short brace rises at an angle to the rafter above it, where it is tenoned into the timber. The rear plate, except for a splice near the center, measures 9" x 9". There are indications that the area around the chimney was altered at an early date, and that the chimney, though still substantial in size, may have been reduced somewhat in circumference. A short purlin in front of the chimney has a rough, concave rear side, suggesting that the chimney once rested against it—raising the question of whether the front of the building may have been raised before the rear section.

A cellar with an unmortared fieldstone foundation exists under the entire building except for the center area from the fieldstone chimney base to the rear wall. One notable feature is the rectangular niche located in the east side of the chimney base. The niche measures about a foot high, and has a dressed-granite lintel and a large stone for a base.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 5

The east part of the cellar floor is paved with large flat stones. The first-floor joists in the front part of the house are primarily heavy sleepers running in an east-west direction, approximately 6 by 6 inches in dimension, placed about 28" on center. The under sides of the subfloor boards visible beneath the southwest room are planed. Beneath the rear room the joists run north to south, and the sub-flooring there is vertical-sawn.

In the 20th century, Steele family members literally left their mark on the cellar. In the cement of the concrete bulkhead, which projects south from the west part of the front foundation wall, Russell and Thomas Steele inscribed the following: "1946 RBS-TAS." Occasional repairs were made to the cellar framing, and on one replaced section of a girt, "1940-Russell" is burned into the wood.

Steele Barn 1941 (MHC #4; Map #2, Photos 1, 3, 6.) Thomas A. Steele, builder.

The 36' x 42' barn, originally built as an apple barn, stands with its main gable facing the short driveway which runs past the east end of the house from Middle Road. The building is of stud construction utilizing modern dimensioned lumber, and is sided with clapboard. The gabled roof is asphalt shingle; the foundation is largely concrete and fieldstone.

The east wall of the foundation incorporates the upper portion of two small slate 18th-century gravestones (Map #11; Photos 14 and 15) reported to be from two Wetherbee family graves in the North Burying Ground. According to local residents, the two markers were among the stones displaced by the 1938 hurricane, and were brought onto the property by the Steeles. Both are small shouldered stones, about 9 inches wide. The northernmost is decorated with a schematic sunflower motif, set into a circle, in the tympanum and on each shoulder. The other stone, located south of the doorway, has an expertly carved cherub or angel's head flanked by wings. No inscriptions are visible on either stone.

The barn stands on part of the site and foundation of a slightly larger barn that burned down. The north side of that earlier barn was built into the hillside, and it had a cellar that was open to the south, where the present barn now has a full foundation wall. Some parts of the old fieldstone foundation- or barnyard walls extend south of the building, where they serve to fence in the manure area, which presently is paved with deteriorating concrete.

The fenestration of the barn includes five stanchion windows along the lower part of the south wall (two 6-pane windows and three with two panes divided horizontally), two more 6-pane windows on the north wall, and one 2/2 in the center of the west elevation. A 6/6 window occupies each gable peak. The main vehicle entry, centered in the east gable end, has a large two-part sliding, exterior-mounted door of tongue-and-groove vertical boards. A 3/3-sash window is located south of the doorway, and a fixed 6-pane window occupies the wall north of the door. Two walk-in doors are located at each end of the

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 6

north elevation. The one at the west has 8 panes over panels; the door at the east, which formerly opened onto a short passage to the demolished milkhouse, is a batten door of tongue-and-groove vertical boards. Another narrow entry with a wooden door located just west of center in the south wall was used for manure disposal.

The first story of the barn interior is arranged in three equal aisles, with two sets of 8-inch-square wooden posts carrying heavy front-to-back beams on either side of the broad center aisle. Most of the space retains its deteriorating coat of paint or whitewash. The south aisle was used as the cow tie-up after Burpee F. Steele bought his brother's cows in about 1946. The manure gutter in the concrete floor there has recently been filled in with concrete, but the framework of the cow stanchions remains. The loft flooring on exposed joists forms a ceiling over all of the first floor space except the front portion of the center aisle. From there, the roof structure of two sets of 2 x 4" rafters, one above the other, is visible. The lower and upper rafters meet at a single purlin, where the joint is reinforced with a triangular-board brace at each set of rafters. A short collar tie spans each upper rafter pair just below the roof ridge. There is no ridge pole, but the metal ridge track for hoisting hay or apple boxes is still in place.

Richardson Icehouse, ca. 1904 (MHC #5, Map #3, Photos 1 and 7.)

In the late 1990s, volunteers from the Boxborough Historical Society dismantled a small ca. 1904 gable-roofed icehouse on the George Richardson Farm on Stow Road, and reassembled it on this property. It stands now in the position where a shed of about the same size stood in the 1940s and '50s. During the process of reconstruction, about two feet of the lower posts and walls had to be removed due to deterioration. The outer walls are clad in wood shingles, some of which still bear their red paint. After the building was moved the roofing was replaced with wood shingles; and the west side wall was rebuilt. Typical of an icehouse, the little building had inner walls of chestnut boards nailed to the inside of the studs. Those boards are presently stored in the barn, awaiting reinstallation. Also typical of a turn-of-the-century icehouse, the building has no windows, and there are three narrow, vertical-board doors, one above the other, in the center of the north gable-end wall. Projecting above them at the gable peak is a horizontal bracket attached to the ridge pole, where the hoist for the ice blocks was mounted. Despite being recently moved, the icehouse retains its integrity and contributes to the nomination as an example of a type of building that was once found on this property.

Archaeological Description

While no ancient Native American sites are currently located on the Levi Wetherbee Farm, sites may be present. Three sites are recorded in the general area (within one mile). Environmental characteristics of the property represent locational criteria (slope, soil drainage, proximity to wetlands) that are favorable for the presence of ancient sites. Well-drained, level to moderately sloping terraces, and other landforms are located throughout the farm in close proximity to streams, ponds, and swamplands. An unnamed stream with connected farm ponds drain southerly through the central portion of the property to wetlands

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 7 Page 7

in the southern part of the farm. The unnamed stream is a tributary of Beaver Brook and the Merrimack River. Given the information presented above, the size of the farm, and known Native settlement information for the Merrimack River drainage and the uplands of north central Massachusetts, a high potential exists for locating ancient Native American sites on the nominated property. Smaller campsites and special purpose type sites may characterize most potential sites in the area.

A high potential also exists for locating historic archaeological resources on the Levi Wetherbee Farm. Structural evidence and construction features may exist from building the Wetherbee House, its partial movement to the property in ca. 1750 and/or renovations made after the house was built. Structural evidence may also survive from at least two barns, a ca. 1950 milk house, a number of 18th through 20th century outbuildings, and a stone structure southwest of the house. The existing Steele Barn is located on the site of an earlier and larger barn. Portions of the earlier barn's foundation wall may exist in the area today. The east wall of the Steele Barn's foundation also incorporates two gravestones originally located on Wetherbee Family graves in the North Burial Ground. Most early outbuilding locations are unknown; however, a number of 20th century sheds were reportedly taken down when the Town of Boxborough purchased the farm in 1994. A concrete slab north of the Steele barn marks the site of a ca. 1950 milk house demolished in the 1990s. The stone structure southwest of the house reportedly marks the site of a tunnel that led from the house cellar to the bank above the pond. The structure may have been used as a root cellar. Occupational-related features (trash pits, privies, wells) may exist in the area surrounding the house, barns, and outbuildings.

(end)

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 8 Page 1

8. SIGNIFICANCE

The Levi Wetherbee Farm, which includes over 36 acres of a sweeping cultural/agricultural landscape and a farmstead with an enlarged 18th-century farmhouse and a pair of early 20th-century outbuildings, meets Criteria A and C of the National Register at the local level. The complex meets Criterion A for its role in over 200 years of the development of the rural landscape and the agricultural economy of Boxborough, and for its occupancy by members of longtime local families who shaped the town's development in every historical period. The property was farmed by two generations of Wetherbees from at least the late 18th through the mid-19th centuries, and subsequently by Wetherbee in-laws Phineas Houghton and Ephraim B. Cobleigh from 1856 to 1906. It evolved into one of the most productive farms in 20th century Boxborough under the Steele family, when it was the orchard and dairy farm of Burpee Clark Steele and his son, Burpee Franklin Steele.

The farm meets Criterion C for its well-preserved surviving architectural and agricultural resources from several historic periods. The 18th-century farmhouse, apparently enlarged at the turn of the 19th century, is an excellent example of a three-bay, center-chimney house raised from one to two stories. The building displays a continuum of intact interior finish ranging from chamfered beams at the first story to high-style Federal woodwork in the two front chambers. The extant barn is an instructive example of an early 1940s apple barn refitted for dairy farming, and the little Richardson Icehouse, though moved to the site, represents the survival of a rapidly vanishing local building type of the early 20th century. The farm landscape, with its small farm pond, fieldstone walls, causeway, cart path, fields of hay, remaining groves of cultivated Christmas trees and a few lingering apple trees, retains an abundance of evidence of having been in continuous agricultural use for over two centuries.

In spite of some alterations to the house, some changes over time in the type of agriculture pursued, and the loss of two older barns and the mid-20th century milkhouse, the farm retains integrity of setting, location, design, materials, workmanship, feeling, and association.

Background and early history.

According to deed and genealogical research by local historians, in the second half of the 18th century this property, lying just east of what was to become the town center of Boxborough, was part of the large holdings of **Silas Wetherbee**, a grandson of John Wetherbee, II of Stow, one of Boxborough's original settlers, who in the late 17th century had owned a major portion of the land that ultimately became the town of Boxborough. In 1775, Silas Wetherbee gave three acres on Hill Road opposite the head of Middle Road to be used as a meetinghouse and burial ground site for the new town that he and 17 other outlying farmers of Stow, Harvard, and Littleton hoped to establish. That year, having formed a new religious society, they acquired the old meetinghouse in Harvard, dismantled it, and began to reconstruct it overlooking the intersection of Hill and Middle Roads. In 1783, the District of Boxborough was officially established, with the meetinghouse at its approximate center.

A few farmhouses were standing near the meetinghouse in February of 1784, when Silas sold his son **Levi Wetherbee** (1748-1829) 60 acres of land, a house, half of a building referred to as the "old house," and half

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 8 Page 2

of a barn, all located down the hill to the east of the meetinghouse, on today's Middle Road. The bulk of the property conveyed was located a short distance east of the nominated farm. (The "old house," which stood on that east section, is a reference to what had been Levi's prior residence, a two-story dwelling with only two small windows. That part of the property was sold to another farmer in 1787.) The second house mentioned in the deed from Levi's father is understood to be to this farmhouse at 484 Middle Road. As recorded in the 1798 federal Direct Tax census, it was then only one story, but larger in footprint than the other house, with many more windows and a higher value. Town records of 1784 show that in the latter part of that year Middle Road was laid out leading west from a point near "Levi Wetherbee's old house," past his "new house," over a small brook, and from there to the common. By 1798 Levi Wetherbee had apparently acquired more land, as in that year he is listed as owning 55 acres on both sides of "the road leading east from the meetinghouse and common."

Along with his father, Levi Wetherbee was one of the founders of Boxborough, having been one of the subscribers in the purchase of the former Harvard meetinghouse. He and his wife Dorothy (Taylor) had five children. Two died young, and two later resided on the farm as adults. One of the latter was their youngest son, John Wetherbee. The other was their daughter, Lucy (b. 1791), who married cabinetmaker Samuel Stevens in 1814. They subsequently moved to Marlborough, and then lived in Bolton for several years. After her husband died in about 1825, Lucy and her young son, Levi Wetherbee Stevens (b. 1815), moved back to the farm to live with her parents, where they remained until Levi Stevens' marriage in 1841.

Levi Wetherbee owned the farm until his death in 1829, whereupon it came into the possession of his son, **John Wetherbee** (1800-1858). Also known as John Wetherbee II, he married Mrs. Susannah (Hayward) Fairbanks in 1838. The Wetherbee farmhouse must have been somewhat crowded for the next several years, when the household included at least six people, and in some years more. Susannah Wetherbee brought with her two sons from her two former marriages, and Lucy and Levi Stevens were still living there as well. Three more daughters were born to John and Susannah between 1843 and 1850.

John Wetherbee was the Second Lieutenant of the Boxborough Light Infantry Company at the time of its founding around 1838-1840. Levi Stevens was also a member of the company. In 1850, John Wetherbee's farm was valued at \$5,000. Like most Boxborough farmers of the time, he was still engaged in general farming, raising some livestock and a variety of grains, though he produced 300 pounds of cheese in that year—an indication that he also had developed a specialty in dairying. He is not listed as having any orchards at that time.

A few years later, John Wetherbee gave up farming. He sold the farm, and in 1855 moved with his family to West Acton. In 1856, after a period of several months when the property was owned by a neighbor, Benjamin W. Priest, the Wetherbee farm, apparently reduced by about 20 acres, was acquired by farmer **Phineas Houghton** (1815-1886), who owned it for the next six years. His first wife, Sally (Taylor), had died in 1851, and by the time he bought the farm, he was remarried to Mary A. Wetherbee, daughter of neighboring farmer and Wetherbee relation Andrew Wetherbee. In 1860 the Houghtons, like John and Susannah Wetherbee before them, were engaged in a form of mixed agriculture. While the overall value of the farm had declined to \$3,000, Mr. Houghton had developed something of a specialty in livestock, gaining the second-highest butchering income in town from the animals he slaughtered.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 8 Page 3

In 1862-63, the farm was owned briefly by another Wetherbee relative, **Daniel Wetherbee**. In 1863 it was acquired by another man who married into the Wetherbee family, **Ephraim Brown Cobleigh** (1833-1906). Descended from a longtime local farming family, he lost his mother when he was twelve, and by the age of 17 had left Boxborough to find work. After a brief employment at a shoe factory in Bolton, he traveled through the southern states for several months. In 1852 he enlisted in the U.S. Army, and spent five adventurous years in the cavalry with Co. B., 2nd Regiment Artillery. During his time in the cavalry he took part in the so-called "Navajo War" in New Mexico, went on scouting expeditions with Kit Carson and "Mexican Jack," and barely escaped from captivity at an Indian camp. In 1855 he was a member of a party of soldiers who surveyed the route of the Southern Pacific Railroad.

Ephraim Cobleigh returned to Boxborough in 1857, and by 1860 he had taken up shoe manufacturing on a small scale. In 1861 he married eighteen-year-old Rosella Wetherbee, daughter of Capt. Andrew Wetherbee (Levi Wetherbee's grand-nephew, and Daniel Wetherbee's brother). Rosella died in childbirth in 1864, shortly after they bought the farm. Ephraim later married Salinda Holden of Shirley--apparently the young domestic servant listed as part of the Cobleigh household on the census of 1865.

Ephraim Cobleigh served the town in a variety of positions in the latter part of the 19th century. He was Town Clerk for over a dozen years, and Selectman for at least fifteen years. He was also one of the last proprietors of the "Bigelow Store," the large general store on Hill Road at the town common. Like most of his neighbors, however, he was primarily a farmer during the prosperous local agricultural economy that developed through the latter part of the 19th century, a period when Boxborough's agricultural production was at its height. Mr. Cobleigh was one of Boxborough's most progressive farmers and the principal founder of one of its two important agricultural organizations, the Boxborough Farmer's Club. The club was organized here in the farmhouse on March 2, 1874, with Mr. Cobleigh as the first President, a position that he held for the next ten years. He also served as the club's Treasurer for at least two years. (Other officers included his first father-in-law and two of his brothers.)

Under Ephraim Cobleigh's ownership, the old farm typified the specialization and increased productivity taking place in many Massachusetts agricultural towns after the Civil War. Although by the time he bought the farm in 1863 it had been reduced to 36 acres and was not among the largest in Boxborough, it soon became one of the most profitable, as its owner took advantage of improvements in agricultural technology and of the broadening markets of the post-Civil War period. By 1870, like many Boxborough farmers, Mr. Cobleigh was still growing a variety of grains, producing butter, and had a substantial orchard, but he had also expanded into market gardening, for which his profit was the highest in town in that year. By 1880, while he still engaged in market gardening and like his neighbors was selling milk from his cows to the Boston market; he had greatly expanded his fruit production as well. He had orchards of both apples and pears; in fact, of the five Boxborough farmers who had pear orchards, at 300 trees, his was by far the largest. Raising grapes had become a popular specialty in Boxborough by that time, as well, and in 1879, of the fifteen farmers who had vineyards, he had the second highest production—3,000 pounds.

Ephraim Cobleigh died in 1906, and for the next two years the farmhouse was apparently unoccupied except for a flock of chickens roosting in the second-story rooms. In 1908, the property was sold out of the family when it was purchased by **Burpee Clark Steele**, who owned it for the next seventeen years. "B. C." Steele had immigrated from Nova Scotia to Boxborough in 1886. He quickly became widely known for his

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 8 Page 4

extensive apple orchards at a time when Boxborough, like several of the surrounding towns, was reaching the height of its reputation as an apple-growing community. At their peak, his orchards are said to have extended east as far as Liberty Square Road in the east part of town. A promoter as well as a grower, Mr. Steele used one of the first motorized trucks in town to transport apples to Boston, where he marketed them himself. A newspaper article about the opening of the new municipal market in Boston's South End highlighted B. C. Steele and his "big motor truck" delivering the market's first load of apples, from which Boston Mayor James Michael Curley and City Councilman John J. Attridge bought a box each.

B. C. Steele was one of the first school-bus drivers in Boxborough (some say he was the first), beginning with a horse-drawn "barge" and progressing to a motorized bus. He is also credited with rigging up the first road plow, and was a Boxborough highway surveyor for many years. An accomplished sawyer, during World War I Mr. Steele served with a group of local men as part of the American Forestry Expeditionary Forces in Scotland and France--a civilian force that went to northern Scotland in 1917 to cut timber for the British government. One of B. C.'s sons, Clifton Steele, also saw action during the war, and narrowly survived the sinking of his troop ship *Tuscania*.

Over the years, as the Steele children grew up, the entire family was involved in farming, both in their parents' orchards and for some of them, on their own farms nearby. B. C. Steele's first wife, Martha Jane (Walker), and two of their ten children died of typhoid fever when the farm's well was contaminated in 1911. An infant daughter died a year later. In 1913, Mr. Steele married Florence Dodge, who survived him after his death in 1929.

In 1925, however, B. C. Steele conveyed the farm to his son, **Burpee Franklin ("B. F.") Steele**, who had taken over its management in 1923. B. F. Steele had married Myrtle Monsen of Concord a year earlier, and they continued to operate an extensive apple-growing business on the old farm. They had weathered most of the Great Depression when disaster struck the farm in September 1938, when the Great Hurricane destroyed the main barn where both the town school buses and the year's main apple crop were stored. In 1941 the Steeles replaced the damaged barn with the present one a short distance to the north, on the site of another barn which had burned down several years earlier. The new building was constructed by Burpee Franklin's brother Thomas A. Steele, one of the most prolific mid-20th century builders in the Boxborough area.

To pick apples during the years of the Second World War, like other farmers in the area, the Steeles employed German prisoners who were housed at nearby Fort Devens. After the war, however, it became increasingly difficult to find employees to work the orchards, and the Steeles branched out into dairy farming. Another brother, Wilbur (Bill), in spite of having been disabled in a serious sawmill accident, had kept cows on a neighboring farm. In about 1946, after Bill's growing paralysis from rheumatoid arthritis prevented him from caring for his animals, Burpee F. Steele bought the cows and housed them on the ground floor of his new barn. In about 1950, their brother Tom constructed the small gable-roofed, clapboard milkhouse, of which the stone and concrete base remains just off the northeast corner of the present barn. Dairying, and some beef-cattle raising, continued on the farm until 1966.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 8 Page 5

Burpee Franklin Steele succeeded his father as both a school-bus driver and highway surveyor. He was closely involved with Boxborough's roads until the day he died, when in May of 1977 he suffered a heart attack while clearing away a tree broken by a freak snowstorm.

After B. F. Steele died, his son, Russell Steele, raised Christmas trees on part of the farm for a number of years. In 1991, Myrtle Steele moved away, and in 1994 the family sold the farm, including the entire remaining 36 acres, the old Wetherbee farmhouse, the Steele barn, milkhouse, and a few sheds, to the Town of Boxborough.

Since that time, the upkeep and management of the property have been overseen by a town advisory committee, with most of the maintenance being done by community volunteers. The milkhouse and three small sheds were torn down in the mid-1990s, but in the late '90s, the ca. 1904 icehouse from the Richardson Farm in the south part of town was moved to a site just south of the barn.

Today, under the name Steele Farm, the Levi Wetherbee Farm is used for passive recreation, and some of the land is still mown for hay. The barn is presently used for general town storage, and plans are underway to utilize the house, barn, and icehouse for public historical/educational purposes, and to lease some of the land to livestock owners for pasturage.

Archaeological Significance

Since patterns of ancient Native American settlement in Boxborough are poorly understood, any surviving sites could be significant. Although numerous ancient sites have been identified within the Merrimack River drainage and its nearby tributaries, the Concord, Sudbury, and Assabet River drainages, fewer sites have been recorded along more inland tributary streams including the Beaver and River Meadow Brook drainages, possibly reflecting underreporting in this area or environmental differences in the drainages. Ancient Native American sites in the vicinity of the Levi Wetherbee Farm may contribute important information that identifies the range of functional and temporal variability between sites in the Beaver Brook drainage and their relationship to Native settlements along the main drainage of the Merrimack River and its major tributaries. Information may also be present that clarifies the relationship and regional importance of sites and resources along the Beaver Brook drainage to larger tributaries of the Merrimack River such as the Concord, Sudbury and Assabet River drainages. Ancient sites in the vicinity of the Levi Wetherbee Farm and the Beaver Brook drainage may represent a seasonal /functional aspect of a subsistence and settlement system that focuses on larger sites along the Merrimack River drainage and other tributaries listed above. Sites in this area can also contain evidence of exchange between more interior portions of the Merrimack River drainage and downstream coastal areas.

Historic archaeological resources described above have the potential to contribute important information related to the evolution of the farmstead from the 18th through 20th centuries, the social, cultural, and economic characteristics of the farm's inhabitants, and the agricultural developments that made the farm one of the most productive in 20th century Boxborough.

(continued)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Section number 8 Page 6

Additional architectural research combined with archaeological survey and testing may contribute information that accurately defines the initial construction date for the house. Structural evidence from the house, construction features, and artifact evidence from the contents of occupational-related features may support or reject a pre-1750 construction date as indicated by finish details used in the first floor architecture. Similar architectural and archaeological evidence may also indicate that portions of the house were moved to the present location by 1750 or later. Information described above may also document changes that occurred to the house during major rebuilding in the early 19th century.

Additional documentary research combined with archaeological survey, testing, and detailed mapping may also locate the sites of barns, outbuildings, and occupational-related features from the 18th through 20th centuries. While much of the information for 20th century structures is available, the location and function for 18th and 19th century structures is unknown. The internal configuration, function, and architectural details of barns, outbuildings, and occupational-related features may have followed regional and local patterns of development through time that can be discerned through historical and archaeological resources. Understanding the farms development during the 18th and 19th centuries may be important to fully understand its reputation as one of the most productive farms in 20th century Boxborough.

Additional historical research combined with detailed analysis of the contents of occupational-related features may also contribute valuable insights into the social, cultural, and economic characteristics of the families that occupied the farmstead for over two centuries. Isolated features and/or stratified archaeological deposits may exist that can be associated with different families or occupations at the house. The above information may indicate how the social and cultural aspects of specific families changed with the evolving agricultural economy of the farm, town, and region. Important information may exist that documents agricultural technologies in use and whether cottage industry type manufacturing supplemented the agricultural economy.

(end)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

**Levi Wetherbee Farm
Boxborough (Middlesex), MA**

Section number 9 Page 1

9. MAJOR BIBLIOGRAPHIC REFERENCES

Books and articles

Drake, Samuel. *History of Middlesex County*. Boston: Estes & Lauriat, 1880.

Hager, Lucie C., "Boxborough," in Hurd, D. H. ed. *History of Worcester County, Mass.*. Vol II.
Philadelphia: J.W. Lewis & Co., 1890.

_____. *Boxborough: a New England Town and its People*. Philadelphia: J.W. Lewis & Co., 1891.

Rohwer, Alan. The Steele House. n.d., Boxborough Historical Commission.

Talmadge, Katherine, et al. *Boxborough: a Portrait of a Town, 1783-1983*. Boxborough: Boxborough
Bicentennial Commission, 1983.

United States documents

U.S. Census: agricultural schedules for Boxborough: 1850, 1860, 1870, 1880.

U.S. Direct Tax Census, 1798.

Massachusetts documents

Forbes, Anne M. Massachusetts Historical Commission: Wetherbee-Cobleigh-Steele Farm,
MHC Area Form, 2001.

Massachusetts Census: 1855, 1865.

Middlesex County Registry of Deeds.

Massachusetts Historical Commission. Reconnaissance Survey Report for the Town of Boxborough, 1980.

Local resources

Boxborough Historical Society. Homes and Home Sites Study, 1960s-1970s. (file at Sargent Public Library.)

Forbes, Anne. Interviews with local residents, 2001: Lorna Steele Brown, Donald Morse, Owen Neville.

(end)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

**Levi Wetherbee Farm
Boxborough (Middlesex), MA**

Section number 10 Page 1

10. GEOGRAPHICAL DATA, continued

Verbal Boundary Description

The boundaries of the nominated property are those of the parcel shown as Parcel 7-3-125 on Town of Boxborough Tax Maps 10, 11, 17, and 18.

Boundary Justification

The National Register boundaries encompass the 36.19-acre parcel that for generations comprised the Levi Wetherbee Farm. The parcel includes the surviving elements of the farmstead, as well as the complete agricultural landscape which is now largely hay meadow, wetlands, and the surviving stands of trees from a late 20th-century Christmas tree farm.

(End)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Photographs Page 1

PHOTOGRAPHS

Unless otherwise noted, all photographs by Anne Forbes, 2004.

8 x 10" photographs

1. Levi Wetherbee Farm, view northeast overlooking farmstead; farm pond in left center
2. Levi Wetherbee House, mid-18th C./ca. 1800-1815: south façade and east elevation
3. Levi Wetherbee House, mid-18th C./ca. 1800-1815: north elevation, with barn at rear
4. Levi Wetherbee House, mid-18th C./ca. 1800-1815: looking east, with north and west elevations
5. Levi Wetherbee House, mid-18th C./ca. 1800-1815: southeast chamber: fireplace wall
6. Levi Wetherbee Farm: Steele Barn (1941), with farmhouse in background, looking north

Supplementary photographs (4 x 6")

Landscape views:

7. View southeast over hay field, with Richardson ice house, (ca. 1904)
8. West cart path, looking south
9. Farm landscape, looking south

Interior views, Levi Wetherbee House:

10. Southeast parlor: fireplace wall
11. Rear kitchen, looking southwest
12. Rear kitchen, looking east
13. Rear chamber: fireplace wall

Gravestones in east barn foundation wall (2006)

14. North gravestone
15. South gravestone

Historic photo (photocopy)

Aerial view of Boxborough: Hill and Middle Roads. 1939. (Boxborough Historical Society).

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Levi Wetherbee Farm
Boxborough (Middlesex), MA

Data Sheet

RESOURCE COUNT

C =contributing; NC = non-contributing
B= building; O = object; Si = site;
St = structure

MAP#	MHC #	NAME OR DESCRIPTION	DATE	STATUS	TYPE
1	BXB. 3	Levi Wetherbee House	mid-18 th C./ca. 1800-1815	C	B
2	BXB. 4	Steele Barn	1941	C	B
3	BXB. 5	Richardson Icehouse	ca. 1904	C	B
4	BXB. 902	farm landscape	18 th -21 st centuries	C	Si
5		farm pond	19 th -20 th centuries	C	Si
6		cartpath	19 th -20 th centuries	C	St
7		system of stone walls	18 th -19 th centuries	C	St
8		underground tunnel/root cellar	19 th century	C	Si
9		milkhouse base	ca. 1950	C	Si
10		causeway	probably 19 th century	C	St
11		slate gravestone (in barn foundation)	18 th century	C	O
12		slate gravestone (in barn foundation)	18 th century	C	O

TOTAL RESOURCE COUNT:

Contributing

Non-contributing

BUILDINGS

3

0

STRUCTURES:

3

0

OBJECTS:

2

0

SITES:

4

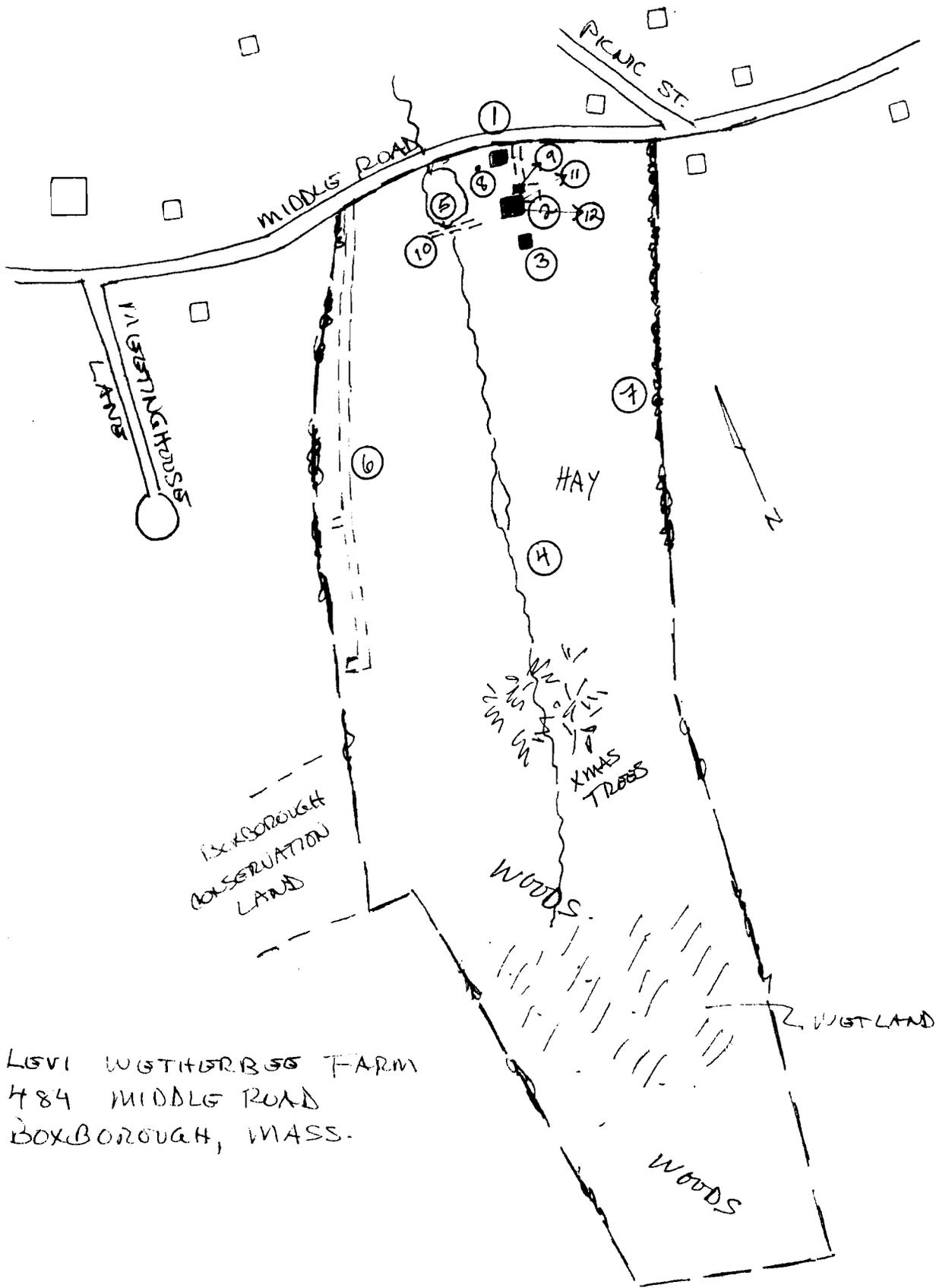
0

TOTAL:

12

TOTAL:

0



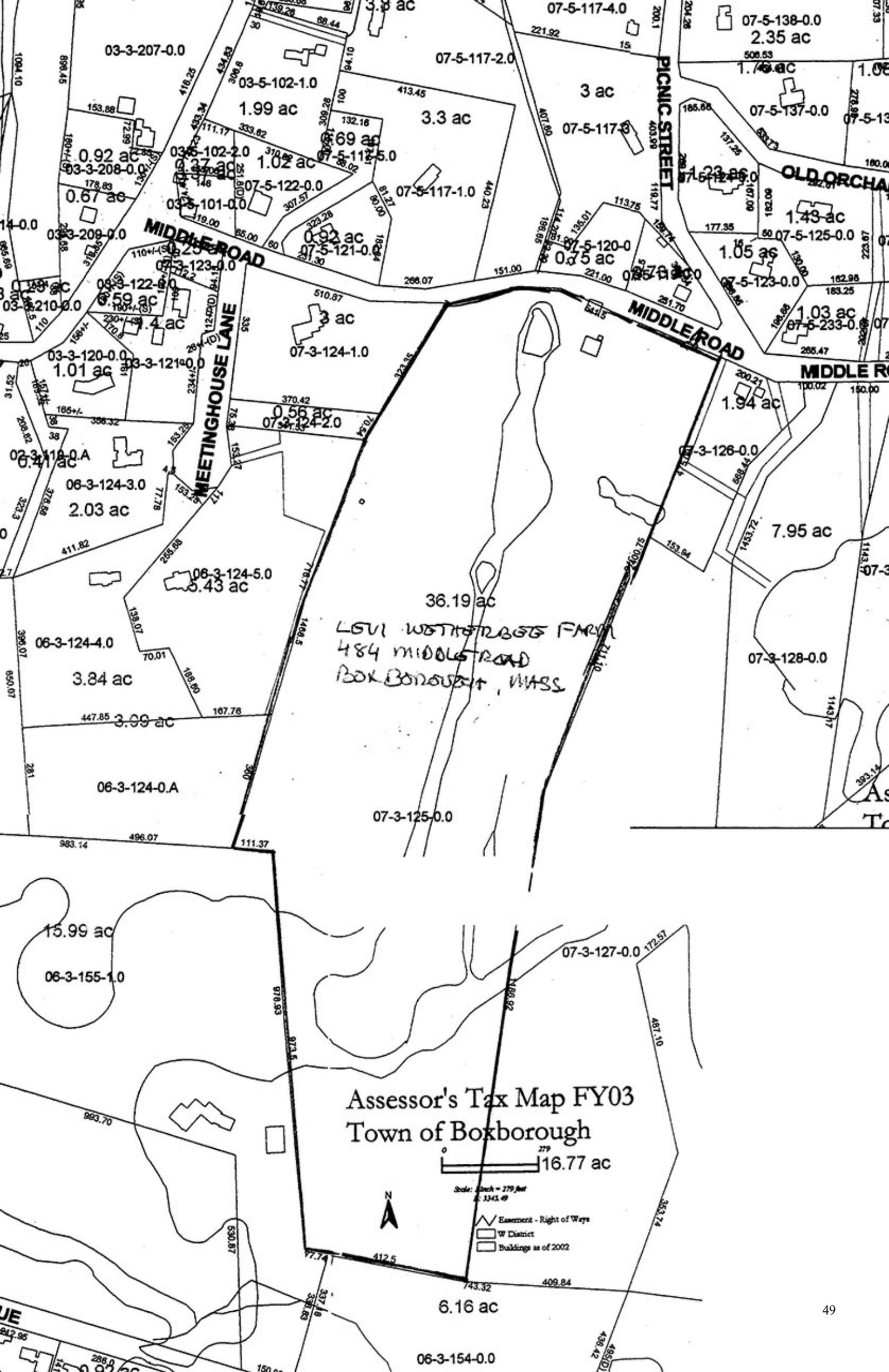
LEVI WETHERBEE FARM
 484 MIDDLE ROAD
 BOXBOROUGH, MASS.

MASSACHUSETTS AVENUE
 ROUTE 111



The abundance of apple trees in Boxborough is evident in this 1939 aerial photograph. The Middle Road orchards of Burpee F. Steele are shown in the lower right; further up the road is the Town Common and Library Hall. (Photo courtesy of Boxborough Historical Society; gift of E. A. Moore.)

AERIAL VIEW of BOXBOROUGH: Hill and Middle Roads, 1939



Assessor's Tax Map FY03
Town of Bokborough

16.77 ac

- Easement - Right of Ways
- W District
- Buildings as of 2002



Scale: 1 inch = 279 feet
1:3345.49

LEVI WATKINS FARM
484 MIDDLE ROAD
BOXBOROUGH, MASS

36.19 ac

07-3-125-0.0

6.16 ac

06-3-154-0.0

03-3-207-0.0

07-5-117-2.0

07-5-138-0.0
2.35 ac

03-5-102-1.0
1.99 ac

3.3 ac

3 ac

1.76 ac

0.92 ac

03-5-102-2.0
1.02 ac

0.69 ac

07-5-117-3

07-5-137-0.0

0.67 ac

03-5-101-0.0

0.92 ac

07-5-117-1.0

07-5-120-0
0.75 ac

1.43 ac

MIDDLE ROAD

07-3-123-0.0

0.92 ac

07-5-121-0.0

0.75 ac

1.05 ac

MEETINGHOUSE LANE

3 ac

07-3-124-1.0

0.56 ac

MIDDLE ROAD

1.03 ac

07-3-124-0.0

0.56 ac

07-3-124-2.0

1.94 ac

1.03 ac

07-3-124-3.0

2.03 ac

07-3-126-0.0

7.95 ac

1.03 ac

07-3-124-5.0

3.84 ac

07-3-128-0.0

15.99 ac

1.03 ac

06-3-124-4.0

3.09 ac

07-3-128-0.0

06-3-155-1.0

3.84 ac

06-3-124-0.A

496.07

07-3-127-0.0

16.77 ac

3.84 ac

06-3-124-0.A

111.37

07-3-127-0.0

6.16 ac

3.84 ac

06-3-154-0.0

412.5

06-3-154-0.0

LEVI WESTHURST'S FARM
BOXBOROUGH, MA ZONE 19

④ 292380/4706440

⑤ 292300/4706640

① 292440/4707160
② 292680/4707120
③ 292500/4706420
32' 30"

484 MIDDLE RD
7.5 X 15 MINUTE SERIES (TOPOGRAPHIC)

290 292 293 294 71° 30' 42° 30' 4708 4707 540000 FEET





1. Levi Wetherbee Farm, view northeast overlooking farmstead; farm pond in left center (Photographer: Anne Forbes, 2004)



2. Levi Wetherbee House, mid-18th C/ca. 1800-1815: south façade and east elevation (Photographer: Anne Forbes, 2004)



3. Levi Wetherbee House, mid-18th C./ca. 1800-1815: north elevation, with barn at rear (Photographer: Anne Forbes, 2004)



4. Levi Wetherbee House, mid-18th C./ca. 1800-1815: looking east, with north and west elevations (Photographer: Anne Forbes, 2004)



5. Levi Wetherbee House, mid-18th C./ca. 1800-1815: southeast chamber: fireplace wall (Photographer: Anne Forbes, 2004)



6. Levi Wetherbee Farm: Steele Barn (1941), with farmhouse in background, looking north (Photographer: Anne Forbes, 2004)



7. View southeast over hay field, with Richardson ice house, (ca. 1904)
(Photographer: Anne Forbes, 2004)



8. West cart path, looking south (Photographer: Anne Forbes, 2004)



9. Farm landscape, looking south (Photographer: Anne Forbes, 2004)



10. Southeast parlor: fireplace wall (Photographer: Anne Forbes, 2004)



11. Rear kitchen, looking southwest (Photographer: Anne Forbes, 2004)

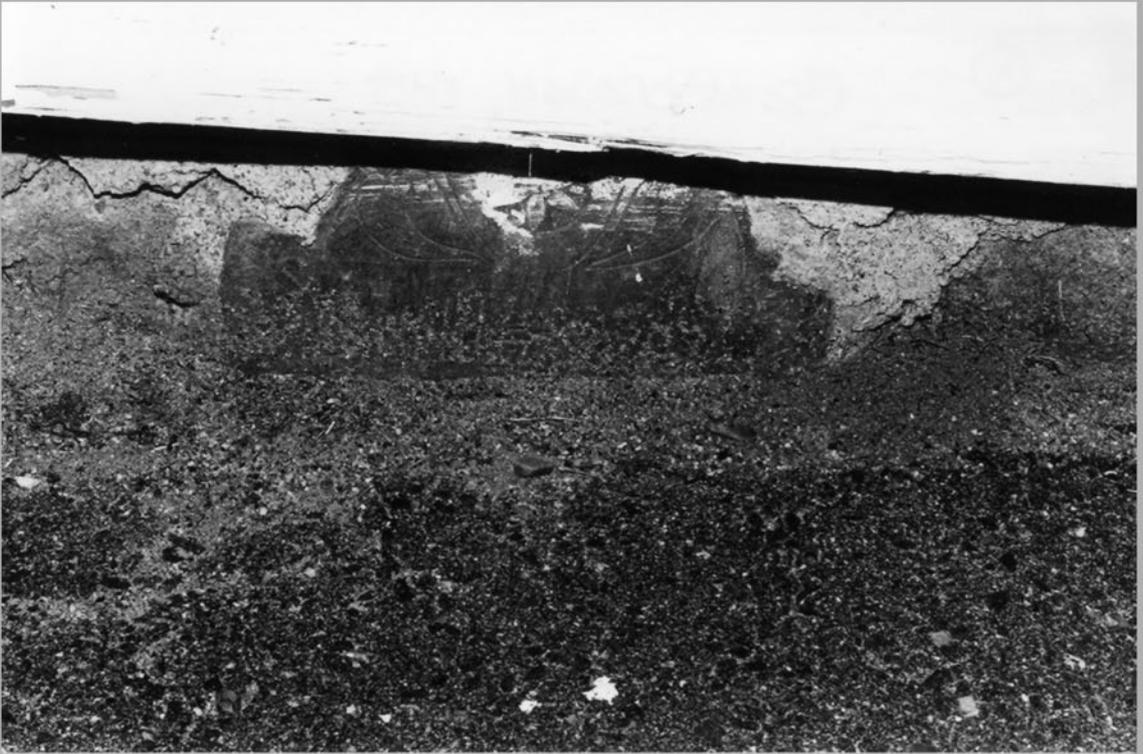


12. Rear kitchen, looking east (Photographer: Anne Forbes, 2004)



13. Rear chamber: fireplace wall (Photographer: Anne Forbes, 2004)

Gravestones in east barn foundation wall



14. North gravestone (Photographer: Anne Forbes, 2006)



15. South gravestone (Photographer: Anne Forbes, 2006)

Exhibit E
Town of Boxborough, Massachusetts



Steele Farm Existing & Potential Parking





BOARD OF SELECTMEN
Meeting Minutes
April 22, 2013

Approved: _____

PRESENT: Les Fox, Chair; Member; Frank Powers, Member; and Raid Suleiman, Member

ABSENT: Vincent Amoroso

ALSO PRESENT: Selina Shaw, Town Administrator

Chair Fox called the meeting to order at 6:45 PM in the Town Administrator's Office, stating that to conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board.

EXECUTIVE SESSION

Chair Fox moved to adjourn to executive session to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200A, Dispatch; Massachusetts Coalition of Police, Local 200, Police; Boxborough Professional Firefighters, Local 4601) and to discuss strategy with respect to negotiations with non-union personnel (DPW Director, Fire and Police Chiefs, and Town Administrator) and to reconvene in open session in the Grange Meeting Room at 7:30 PM. Seconded by Member Suleiman. **Approved 3-0, by Roll Call Vote: Suleiman "aye," Powers "aye," and Fox "aye."**

Chair Fox reconvened the meeting in Open Session at 7:30 P.M. in the Grange Meeting Room of Town Hall.

ALSO PRESENT: Cheryl Mahoney, Department Assistant
Selectman Robert Stemple arrived at 7:40 PM

ANNOUNCEMENTS

Chair Fox read the announcements.

APPOINTMENTS

- Joe Weinberg & Jeff Snyder, of the Cordish Companies; and Bill Caulder, from the Gutierrez Company were present to open a preliminary exploratory discussion regarding the siting of a gaming facility in Boxborough. Town Planner, Elizabeth Hughes; and members of the Planning Board were also present. Joe Weinberg opened the presentation on behalf of the Cordish Cos., speaking to their background; their wish to explore this opportunity to establish a slot gaming venture in Boxborough; their other entertainment & retail venues around the country and responded to the Selectmen's questions. Their projects are recognized for their quality and positive impact on those communities in which they are located. Weinberg described their newly-opened, premiere "world-class" slot and retail venue – Maryland Live. They are looking to site a similar facility at the current Holiday Inn-Boxborough and Gutierrez properties adjacent to I-495. Massachusetts has two categories of gaming licenses available – Category #1 – table games & slot machines and Category #2 – just slot machines. There will be three Category # 1 licenses eventually issued; but only one Category #2 license will be granted. The key to the success of any these projects is local community support. Statute requires that the gaming operation negotiate a "host" agreement with the sited community and then that community must hold a referendum election. Receiving community approval on this referendum is required before the State's Gambling Commission will allow them to move forward. Weinberg advised that there are four bidders, including Cordish Cos., that are currently working on proposals. The other three have already identified their target sites. Cordish Cos. is investigating two other communities. Weinberg provided an overview of the proposed project. They want this venue to be a "jewel in the woods". Though the Holiday Inn is already developed it needs more "curb appeal" so it would need to undergo significant renovations. He provided examples of the proposed renovations; site plan, footprint and gaming, convention, entertainment & retail facility strategy/placement. The current plan is to re-orient the access/entry to the site. Easy access off of the highway is what makes this site so attractive. Their target demographic is 40+ middle class. Their intent is to bring in high-end established national retailers while blending in local businesses. Weinberg described the employment opportunities that this facility could bring to the area and their practice of hiring from within the community. He also outlined

the security measures that this type of facility would have. There was discussion on the possible traffic impact and the effect on public safety services. The terms of the "host" agreement between the developer and the town would allow the parties to work out many of these issues/concerns. Weinberg described some of the arguments that opponents have put forward, in the past, when the Cordish Cos. have sought to develop a site. Cordish Cos. wants to work with and support the communities in which they locate these entertainment venues. This is the first opportunity they have had to provide information and to invite the public to provide feedback. The Gambling Commission will not entertain Cordish Company's application for this Category #2 license until a "host" agreement is finalized and the community has approved the proposal through a referendum. There was discussion on the timeline and benchmarks needed to comply with this. Weinberg also advised that adjacent communities have the opportunity to submit impact statements. Weinberg noted that though they wish to allow an open public discussion on this proposal, they would appreciate a decision as to whether Boxborough would be willing to accept this proposal and formulate a "host" agreement with them as soon as possible. There was discussion on possible mechanisms to receive public input. The Selectmen noted that residents have encouraged them to identify alternative revenue sources and to promote economic development.

The Selectmen took Agenda Items # 5(a-e), out of order.

MINUTES

- Member Powers moved to accept the minutes for the regular session of April 1, 2013; the executive sessions of April 1, 2013 [BoS Contract Negotiating Team re: Police], April 2, 2013 & [BoS Contract Negotiating Team re: Dispatch], April 19, 2013 as written and [BoS Contract Negotiating Team re: Fire], April 3, 2013 as revised. Seconded by Member Suleiman. **Approved: 4-0.**

APPOINTMENTS (Continued)

- Discussion was re-opened on the proposal to expand to a pre-K -12 regional school district. Boxborough School Committee Chair & A-B Regional School Comm. member, Maria Neyland; Boxborough School Committee Vice-Chair & A-B Regional School Comm. member, Brigid Bieber; Boxborough School Comm. member, A-B Regional School Comm. member & Regional Study Committee member, Mary Brolin; Boxborough School Comm. member, Gary Kurshner and members of the Finance Committee were present for this discussion. Neyland opened discussion by announcing that they will be hosting several public forums in the coming months, to get the information out prior to the Special Town Meeting to approve the expansion of the region on June 3rd. There is only a short amount of time to educate voters on this. The presentation that is being discussed tonight will be presented at Thursday's A-B Regional School Comm meeting. There was discussion on: ability to phase out dependency on School Choice; potential SPED savings by having more in-house services available; current redundant administrative reporting & tasks; reduction in administrative costs; OPEB & other fixed costs; the initial/upfront savings in 1st year (\$1,000,000); potential future savings; State regionalization incentives; and continued expense increases for the Blanchard if expansion is not approved. It will be the job of the new regional school committee to manage costs. It will also be this Committee's responsibility to determine where future savings would be applied - towards assessment or to re-capitalize into the School budget. There was a review of the key proposed changes/revisions to the current agreement such as: eliminating Boxborough 5% discount on future capital projects; the cost savings percentages for Acton and Boxborough, respectively; the configuration of the new regional school committee; the workload of the interim and new expanded committee; Section #8 "withdrawal process"; the need for clear direction as to the use of school buildings for community functions (i.e. Town Meetings and other civic related functions) and the shared water & septic systems that services the Library, Blanchard School, Fire & Police. Information on the proposal should be up on the A/B District's website soon, if not already. Information on the alternative plan for the Blanchard, if expansion is not approved, is on the Blanchard School website. This will also be discussed at the public forums to be held in Boxborough. Costs will continue to increase as our school population continues to decrease. FinCom members provided input. The Town will realize savings in short term and long term. There is very little left that can be eliminated in the Blanchard budget. If we regionalize, costs will gradually go down and we will be able to avoid the issues we are facing now in the future. Without regionalization Boxborough could face a decrease in educational opportunities and an increase in costs. It was noted, if approved, educational assessments will now make up 62% of the annual budget. There is also discussion about the ABRSC creating an informal discussion group, similar to BLF, comprised of stakeholders from both towns i.e. FinCom members, fiscal officials, and school committee members to discussion/analyze budgetary issues, impacts and projections in order to provide feedback to the ABRSC.
- Dennis Kuipers spoke under Citizens concerns. He noted that we won't have to worry about overrides if a casino comes in. On the schools, he was encouraged to hear that the Selectmen are discussing concerns about the future of A-B region down the road and that there is discussion about reviewing the terms of the District agreement at regular intervals.
- Recreation Commission's Abby Reip and Mitzi Weil were present to discuss athletic field fee waiver request(s) and fee reductions for RecComm sponsored programs. Holly Kouvo, owner of Fitting Fitness In, was also present. It was suggested that the field usage fee schedule be reviewed and categories clarified.

- ◇ AccessSports is a non-profit adaptive soccer program. They are requesting a waiver of athletic field permit fees, again for this year. TA Shaw confirmed that any organization seeking a fee waiver or reduction still has to meet the same usage criteria (i.e. proof of insurance) as any other group using these fields. The Selectmen determined that any organization seeking a fee waiver or reduction needs to apply annually. Member Suleiman moved to waive the athletic field permit fee for AccessSport America for the use of Liberty Field for their adaptive soccer games. Seconded by Member Powers. **Approved 4-0.**
- ◇ The Selectmen took up discussion on two athletic field fee reduction request(s). This year Holly Kouvo came to the RecCom with a proposal that the RecCom sponsor/support her Fitting Fitness In - Boot Camp. Kouvo would like to offer the program at a reduced fee to Boxborough residents if the RecCom would allow her to use Flerra under a similar arrangement that have with the AtBats program. Both Fitting Fitness In and AtBats are Boxborough businesses. Weil advised the Selectmen that Kouvo will be responsible for the administration of this program, just like AtBats. Member Suleiman moved to approve the reduced athletic field usage fee requests consisting of a 12% revenue share for Fitting Fitness In and AtBats. Seconded by Member Powers. **Approved 4-0.**

Weil and Reip reported that the reconstituted RecCom is very energetic and a lot of new ideas are being explored. They are busy preparing for Fierra Summer Camp.

SELECTMEN REPORTS

- Member Powers reported that the substance abuse task force findings and recommendations were reviewed at a recent joint meeting of the Boxborough Wellbeing and Acton Safety Net Committees. Based on these discussions they will focus their efforts on AB Community Health for Youth programs. He also announced that the results of the youth risk survey conducted by the schools will be presented at a joint forum on May 22, 2013.

He also reported that he had been contacted by a citizen who was inquiring on the status of a number of prior year(s) town meeting appropriation articles and when the voted actions will be implemented and/or completed. TA Shaw spoke to some of these articles – the Emergency Generator RFQ will be posted/published next week. The repair of the Grange Room floor has become a part of the bigger video/tech upgrades. The VoIP launch has been pushed back a month. TA Shaw was not aware of the status of Blanchard School projects that the resident inquired about.

- Chair Fox reported that the RFQ for the concept development of Stow Rd has been published and, so far, ten vendors have sought bid packets. There is a Pre-submission meeting for bidders on Wednesday.

He also reported on Negotiation Team activities – it has been jointly agreed to seek mediation regarding the Police agreement. TA Shaw explained the typical timeline for mediation. The Team has come to an agreement with Dispatch, and they are meeting with the Firefighters on Tuesday.

- Member Stemple reported that the Steele Farm Advisory Committee is working on getting hard numbers for their Town Meeting article. They also were provided an update on the status of Preservation Restrictions – the working group will be presenting the document for signature and informal approval for submission to the state.

OLD BUSINESS

- Though most of the high points had been covered during the earlier discussion the Selectmen had further discussion on the proposed Expanded Regional School District. There was a review of the redlined draft agreement and attachments. The Selectmen reviewed some of the talking points and concerns raised during the earlier discussion, such as: the use of the Blanchard School building; the generator project; the need to have clear visuals as to financial breakdowns and comparisons; and that it needs to be clearly explained what could happen if this does not go forward.
- Though not on the agenda, it was noted that the Generator project will take approximately 14-16 weeks and they anticipate launching it in December 2013.
- The Annual Town Meeting warrant with the proposed FY 14 Budget has been printed and is ready for mailing. Motions will be reviewed at the next Selectmen's meeting.

NEW BUSINESS

- The Selectmen reviewed the proposed meeting schedule for period June 3, 2013 – January 6, 2014. Chair Fox moved to adopt the proposed schedule as written. Seconded by Member Suleiman. **Approved 4-0.**

- Town Assessor, Duane Adams has advised that he will be leaving on June 10, 2013. There was discussion on creating a search committee to identify a suitable candidate to replace him. Member Stemple agreed to be the Selectmen's representative. There was discussion on other potential members for this search committee. TA Shaw advised that she will begin advertising this week. Further to the recommendation of the Town Administrator, Member Suleiman moved that a screening/interview team for the position of Town Assessor be established to be comprised of a member of the Board of Selectmen, the Town Administrator, the Town Treasurer, a member of the Finance Committee and a member of the Personnel Board. Seconded by Chair Fox. **Approved 4-0.**

ADJOURN

- At 10:34 PM, Member Powers moved to adjourn. Seconded by Member Stemple. **Approved 4-0.**

ARTICLE 1 AMENDMENTS TO REGIONAL SCHOOL AGREEMENT
(Ballot Vote)

To see if the Town will vote by ballot, consistent with the terms of Section 7 of the existing “Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts,” to accept the amendments to said Agreement which have been initiated and approved by a majority of the members of the Regional School Committee, substantially in the form set forth below, with such further amendments as may be required by the Commissioner of Elementary and Secondary Education, approved by a majority of the members of the Regional School Committee and submitted to the Board of Selectmen of each member town prior to its vote on this article; provided, however, that all such amendments shall take effect only if: (a) said amendments have been approved by the Commissioner of Elementary and Secondary Education, and (b) said amendments have been accepted by a majority of the voters present and voting in the Acton Town Meeting and separately in the Boxborough Town Meeting, or to take any other action relative thereto.

Acton-Boxborough Regional School District

AGREEMENT

This Agreement is intended to establish a For-a-pre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMITTEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, six- seven (7) from residing in the Town of Acton and three (3)-four (4) residing in from the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- CB. At the annual town elections beginning in 2015, the Town of Acton shall elect two (2)-two (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- DC. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- ED. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

FE. At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own members, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.

FG. On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards. a number of votes determined by dividing the population (as determined by the most recent town census) of Acton by twice the population of Boxborough and rounding the result to the nearest one-tenth.

SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades pre-school seven through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

SECTION 3. SCHOOL ATTENDANCE

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- D. During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the "first option" described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of

that student, will be given a preference in terms of continuing to attend at that school.

SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton and ~~or~~ Boxborough. Each community will be guaranteed at least one school within its borders.
- B. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. Said conveyance of these school properties shall be contingent upon the execution of intermunicipal agreements between Acton and the District and between Boxborough and the District which will resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings, address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued town uses as defined in those agreements, and otherwise ensure that any issues of mutual concern to each Town and the District regarding these properties are satisfactorily addressed in those agreements. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- A. ~~For the purpose of apportioning assessments levied by the District against Acton and Boxborough, costs shall be divided into three categories: construction costs, capital costs and operating costs.~~
1. ~~"Construction costs" shall include the costs of creating or acquiring new and/or additional educational, administrative or other permanent or temporary District building space and/or substantial renovation of existing permanent or temporary District building space or sites therefore, including but not limited to costs of plans, original equipment and furnishings, architect's fees, consultant's fees, site work, and start up operations, and also the payment of principal of and interest on bonds or other financial obligations issued by the Regional School District to finance construction costs. The intent is to include such costs as would be part of an approved school project which are or would have been eligible for a school building assistance grant for a capital construction project, major reconstruction project and/or emergency reconstruction project as those terms are defined in the School Building Assistance Program established by St. 1987, c. 746, s. 2, as~~

amended (M.G.L. c. 70, App_ s. 1-1 through s. 1-21) and the Department of Education, School Construction Regulations, Title 603, Chapter 38 of the Massachusetts Code of Regulations.

2. ~~"Capital costs" shall include all costs for equipment and/or extraordinary expenses which are not "construction costs" as defined in the preceding subsection, and are not "operating costs" as defined in the following subsection, whether financed by the issuance of bonds, or other financial obligations, or paid for out of a single annual assessment to the member towns. In the event such costs are financed by the issuance of bonds or other financial obligations, the periodic payments of the necessary interest, as well as the repayment of principal, shall be included in "capital costs."~~

3. ~~"Operating costs" shall include salaries and benefits paid to personnel; pension costs; periodic lease payments for building space owned by others which may be used for Regional School District activities; payments for contracted services; costs of ordinary maintenance and repairs of the District's buildings, grounds and equipment; payments for materials and supplies; costs of textbooks and learning materials; utility expenses; costs of recruitment, evaluation, training and administration of personnel; necessary insurances; and other costs related to the provision of organized instruction to students; including interest on temporary notes issued by the District in anticipation of revenue, but excluding transportation expenses as provided in Section 6.~~

A. ~~The construction, capital, and operating, and transportation costs of the District and payments of principal of and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough towns as set out in subsections B and C below.~~

B. ~~Providing such is not contrary to applicable law, each member town's share of capital, and operating and transportation costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.~~

C. ~~Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12 facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12~~

facilities. Acton shall pay the remainder of such construction costs attributable to the Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.

- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference. (Note: The percentages and the other figures used in this subsection are currently under discussion.)
- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections ~~C~~B and ~~D~~C above.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section ~~7~~8, the formulas in Section 5 will be renegotiated.

~~SECTION 6. TRANSPORTATION~~

- ~~A. School transportation shall be provided by the Regional School District. Notwithstanding any other provisions of this agreement, the net cost of school transportation for each member town shall be separately determined each year and added to the other expenses and costs apportioned to and paid by the respective member towns under this agreement. As used in this Section 6, the words "net cost of school transportation" shall be deemed to mean the total cost to the district of transporting pupils from a member town to a District School for a calendar year (1) less any moneys or other credits received or to be received by the District in the preceding calendar year for transporting pupils from such member town and whether received or to be received from the Commonwealth of Massachusetts by way of reimbursement or otherwise or from any other source; and (2) adjusted to reflect any overpayment or underpayment by such member town for any preceding calendar year.~~

SECTION ~~7~~6. AMENDMENTS

- A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to

procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.

- B. Said petition shall also contain, at the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in each member town shall include, in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by a majority of voters present and voting in each of the member towns. Said vote shall be by ballot.
- C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

SECTION 77. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 76 above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt

4/29/13 4/8/13 4/2/13 3/18/13 2/26/13 1/14/13
(With Appendix A)

AGREEMENT
FOR A REGIONAL SCHOOL DISTRICT
FOR THE TOWNS OF
ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised effective _____, 2013)

(As approved March 21, 1955 and
As Amended on: October 10, 1955
October 1, 1956
March 9, 1959
December 27, 1973 and
October 5, 1998)

Certificate of the Secretary

I, the undersigned Secretary of Acton-Boxborough Regional School District having custody of its official records, hereby certify that this document represents the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts as amended to date.

Witness my hand and the official seal of said Acton-Boxborough Regional School District this 6th day of October, 1.998. _____ day of _____, 2013.

Secretary as aforesaid

issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

SECTION 98. WITHDRAWAL OF MEMBER TOWNS

Any member town may petition to withdraw from the Regional School District under terms stipulated in Section 76 of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness and interest or which has been deposited for the purpose as provided in the second paragraph below ~~Section 9 C.~~

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

SECTION 109. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

SECTION 110. BUDGET

- A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the

amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.

- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on which the final annual budget is adopted by the Committee, the Treasurer of the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.
- E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

| SECTION ~~12~~11. ANNUAL REPORT

| The Committee shall on or before ~~October 1~~July 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

SECTION 12. TRANSITION PERIOD

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School Committee will continue to oversee and operate the pre-school through grade 6 programs in Acton and Boxborough, respectively, subject to the restrictions spoken to in paragraph D below, and until said date the Acton-Boxborough Regional School Committee will continue to oversee and operate the grades 7-12 programs for the two towns.
- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a "transitional school committee," consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.
- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
 2. The power to establish and adopt policies for the expanded regional school district.
 3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
 4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.

5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.
7. The power to develop and adopt a strategic plan for the expanded regional school district.
8. The power to appoint subcommittees.

D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled to take effect after June 30, 2014 except with the approval by majority vote of the Regional School Committee acting as the Transitional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee will authorize the payment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students.

SECTION 13. LEASE OF BUILDING

~~The District is authorized to lease the Blanchard Auditorium from the town of Acton under the terms substantially as set forth in the attached Exhibit A.~~

This agreement shall take effect on July 1, 2014~~1999~~ and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations, either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.

~~IN WITNESS WHEREOF~~ the parties hereto have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this day of 6th of October, 1998.

IN WITNESS WHEREOF, this agreement has been ~~executed~~, approved and accepted as of the _____ day of _____, 2013~~6th day of October, 1998~~.

I hereby certify that the above Regional Agreement as ~~amended~~, was approved by vote of the Town of Acton held on _____, 2013~~October 5, 1998~~

~~Acton-Boxborough Regional School Committee~~

By _____
Town Clerk, Acton

I hereby certify that the above Regional Agreement as ~~amended~~, was approved by vote of the Town of Boxborough held on _____, 2013~~October 5, 1998~~

By _____
Town Clerk, Boxborough

APPENDIX A

1. The figure of \$1,873,119 has been established as the “projected benefits” that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.

2. The following projected “base budgets” have been established for Acton and for Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year 2019 (i.e., July 1, 2018 to June 30, 2019):

FY’15: Acton, \$51,788,675; Boxborough, \$11,097,136

FY’16: Acton, \$53,398,447; Boxborough, \$11,134,949

FY’17: Acton, \$55,056,859; Boxborough, \$11,308,113

FY’18: Acton, \$56,675,977; Boxborough, \$11,426,890

FY’19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following “percentage shares” of the projected benefits will be used for purposes of the calculations which will be made under the following paragraphs of this Appendix:

FY’15: Acton, 80%; Boxborough 20%

FY’16: Acton, 87.5%; Boxborough 12.5%

FY’17: Acton, 90%; Boxborough 10%

FY’18: Acton, 82.5%; Boxborough 17.5%

FY’19: Acton, 60%; Boxborough 40%

4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:

a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$1,873,119, yielding an “allocated benefits figure” for each of the two towns for that particular fiscal year. For example, for FY’15, Acton’s allocated benefit figure will be \$1,498,495 (i.e., 80% x \$1,873,119), while Boxborough’s allocated benefit figure will be \$374,624 (i.e., 20% x \$1,873,119).

b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY’15, Acton’s base budget of \$51,788,675 will be reduced by \$1,498,495, yielding a recalculated base budget figure of \$50,290,179. Similarly, for FY’15, Boxborough’s base budget of \$11,097,136 will be reduced by \$374,624, yielding a recalculated base budget figure of \$10,722,512.

- c. The recalculated base budget figures for each of the two towns resulting from paragraph 4,b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,012,691, of which Acton's recalculated base budget figure (i.e., \$50,290,179) represents 82.43%, while Boxborough's recalculated base budget figure (i.e., \$10,722,512) represents 17.57%.
- d. The percentage shares calculated under paragraph 4.c above (which, for example, in FY'15 would be 82.43% for Acton and 17.57% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4.c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% higher than the percentage identified for Acton under paragraph 4,c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% lower than the percentage identified for Boxborough under paragraph 4.c above. Under this example, Acton's actual assessment percentage for FY'15 will be lowered by 1.53% to 82.39% and Boxborough's actual assessment percentage will be raised by 1.53% to 17.61%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Acton will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- g. Once the fiscal years addressed by the transitional rules established in this Appendix A have elapsed, the assessment language otherwise appearing in Section 5 of the Agreement will control.

EXHIBIT A.

~~IN CONSIDERATION OF the mutual promises and agreements contained herein, the Inhabitants of the Town of Acton (licensor), hereinafter referred to as the Town, hereby grant to the Acton-Boxborough Regional School District (licensee), hereinafter referred to as the District, the right, license and privilege of occupying and using for school purposes, including gymnastics, athletic exercise and assembly, ingress, egress and parking of vehicles, all the space, including the area of land surrounding the building constituting the so-called Blanchard Auditorium-Gymnasium in said Acton. In consideration of this, the Region will allow the Town to use appropriate space within Regional facilities for Town Meetings, Town Elections and such other activities as may reasonably be required by the Town.~~

~~The District agrees to operate and maintain the premises, and to pay all costs of such operation and maintenance, including water, heat, electricity and gas, and janitorial services. The District will maintain the building and grounds in good order and condition at all times, reasonable wear and tear excepted, and will pay all costs of maintenance and repair, except the costs of capital and construction (as those terms are defined in the Regional Agreement), which will be paid by the Town of Acton. The parties will consult with each other with respect to the need for such capital and construction expenditures.~~

~~The District agrees that it will make reasonable provision for sharing the use of the building and surrounding area with the school children of Acton other than those included in the schools of the District.~~

~~The District shall have the privilege of allowing such organizations, whether directly or indirectly connected with school activities, to occupy and use the building and its surrounding land area and may make such charge for such use as is reasonable and proper. The District further agrees that it will, if the same does not interfere with the school work of either the District or the Town, allow civic or educational organizations of the Town of Acton or the Town of Boxborough the use of said building and grounds either with reasonable charge or gratuitously as said District may determine. The members of the Regional School District Committee elected or appointed by the Town of Acton shall be responsible for scheduling use of the building and surrounding grounds by all persons and organizations other than the District.~~

~~The Town agrees that it will maintain and pay for property insurance on the premises. The District agrees that it will hold the Town harmless against any loss or damage to the premises caused by use of the premises by it or by any group or organization it permits to use the premises and that it will defend and hold harmless the Town against any claims for bodily injuries arising out of the negligence of it or its employees or its failure to maintain the premises in a safe condition.~~

~~This agreement shall take effect on July 1, 1999 and shall continue in effect from year to year thereafter, unless either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.~~

~~IN WITNESS WHEREOF the parties have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this 6th day of October, 1998.~~

By the Acton Board of Selectmen — Acton-Boxborough Regional School Committee

Summary (approved by ABRSC 5/2/13)

In the fall of 2011 the Acton-Boxborough Regional School Committee formed the Regional School District Study Committee (RSDSC) to evaluate whether the towns of Acton and Boxborough should consider expanding the existing regional school district to include grades pre-kindergarten through grade 12. The RSDSC presented its preliminary results to the two towns in the spring of 2012, and town meeting members in both towns voted affirmatively to have the RSDSC draft a revised regional agreement to expand the district.

The RSDSC deliberated over the next nine months and drafted a revised agreement that was presented to the Regional School Committee, as well as the Boards of Selectman and Finance Committees in both towns. A major goal of the RSDSC was to change as little of the current regional agreement as necessary. The Regional School Committee voted unanimously to approve the revised regional agreement and to present it to the two towns for approval at special town meetings. If the two towns approve the agreement, it will then have to be approved by the state Department of Elementary and Secondary Education (DESE). After final approval, the new pre-kindergarten through grade 12 region would become official on July 1, 2014.

The major changes to the agreement include the following:

Transportation costs will be allocated on the same basis as operating costs, and all future construction costs will also be allocated on the same basis (i.e., based on student enrollment).

The Regional School Committee will be expanded to 11 members including 7 from Acton and 4 from Boxborough. Voting power will be weighted on the basis of town population (as required by law), so Acton members will each have 2.5 votes, and each Boxborough member will have 1 vote.

The school buildings will be transferred to the regional school district for a nominal fee, and the region will be responsible for all maintenance and debt payments. In the event a school building is no longer needed, it may be returned to the town for the same nominal fee.

Each town will be guaranteed at least one elementary school in its town.

Parents will be guaranteed the ability to send their child to a school in their hometown and sibling preference is also guaranteed. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. After five years, this policy will continue, but can be altered at the discretion of the School Committee.

The RSDSC estimates that over the first five years, the estimated savings will be \$1.8 million annually. These savings will be shared on average 80% to Acton and 20% to Boxborough over that 5-year period. After year 5, assessments to the two towns to support the full regional school budget will be based on the 3-year moving average of enrollment differences between Acton and Boxborough, as has always been the case with the existing region. However, to ease the financial transition in years 6 and 7, Boxborough will transfer a total of \$450,000 to Acton. Thereafter, the annual assessment will be based solely on the three-year moving average of enrollment; i.e., the student population from Acton and Boxborough.

Note: the cost-sharing formula is contained in Appendix A of the agreement. This formula operates to shift the assessment percentage in Acton's favor. If the assessment were based strictly on enrollment, Boxborough would receive all the financial benefits. Therefore, the formula in Appendix A guarantees that the savings will be shared on an 80% (Acton) /20% (Boxborough) basis during these first 5 years. The appendix also includes reporting requirements on per school costs with the expectation that by the fifth year costs for each school will have roughly equalized.

The Acton-Boxborough Regional School Committee recommends unanimously.

The Boxborough School Committee recommends unanimously.

The Boxborough Board of Selectmen...

The Boxborough Finance Committee...

The Acton School Committee recommends unanimously.

At the time of going to print, the Acton Board of Selectmen and the Acton Finance Committee had not yet voted.

Proposed Recommendation of the BoS on Expanding the Regional School District

The Board of Selectmen recommends unanimously (5-0)

This proposal will mean significant cost savings for Boxborough. The reasons for this and the extent will be addressed in detail by the Finance Committee.

It will also mean greater flexibility and choice for parents of school children with tangible educational benefits, as will be addressed by the Boxborough School Committee.

The Board of Selectmen recommends this proposal be approved for all those reasons and because it is the best way to maintain the culture of Boxborough and keep it as much like the town we have known and loved as is possible. A fundamental part of that culture is the value we have placed on strong educational standards in a safe, familiar, and nurturing school environment.

Historically our property values have benefited from our strong educational appeal. This will continue and only get better.

Many of us have lived in Boxborough for decades and remember the '80s when the Blanchard served about 250 students. We also remember the rapid growth in the '90's that more than doubled enrollment to 644 students in 1999. That growth caused us to expand the Blanchard to its present size, so it could serve 650 students or more.

Since 2000 there has been a dramatic drop in enrollment. Blanchard had only 419 students last year and projections indicate that enrollment will continue to decline and fall well below 400 over the next few years. The Boxborough School Committee has made all the cuts it can while maintaining the quality of our students' education. The fact remains that we have a school with many fixed costs that will soon be serving about half the students it was built for. Any further cuts will necessarily impair the quality of our children's education at the Blanchard.

We cannot go back to the way things were, and we cannot stand still without harming the education our children receive. The question is this: "What is the best way forward?"

The Boxborough School Committee has explored alternatives. The only possible alternative appears to be increased reliance on school choice. However, that alternative is dependent on interest from students in other towns, and so is unpredictable. It also would not bring with it the financial incentives provided by the state for expanding the region, nor would it allow us to realize savings from streamlining school administration that would result from expanding the Region.

Since 1955 the children of Boxborough and Acton have been educated together from grades 7 through 12. More importantly, they have received the highest quality education together. That is largely due to the fact that both towns have placed a similar emphasis on rigorous educational standards and in providing safe and nurturing school environments.

If we are forced to make cuts to the Blanchard that impair the quality of our students' education at the elementary level, Boxborough children will lose programs they currently enjoy and will be at a disadvantage when they reach the regional system. If we approve this proposal, our students will instead gain additional educational choices provided by the Acton elementary schools' programs (if their parents wish), they will continue to receive the same high quality education throughout their school years, and they will do so with students from the same community that we have collaborated with so successfully for 58 years.

66



**TOWN OF BOXBOROUGH
SPECIAL/ANNUAL TOWN MEETING
MAY 13, 2013
MOTIONS**

SPECIAL TOWN MEETING

1. **FUND COST ITEMS OF FIRST YEAR OF COLLECTIVE BARGAINING AGREEMENT - MASSACHUSETTS COALITION OF POLICE, LOCAL 200, POLICE**
2. **FUND COST ITEMS OF FIRST YEAR OF COLLECTIVE BARGAINING AGREEMENT - BOXBOROUGH PROFESSIONAL FIREFIGHTERS, LOCAL 4601**
3. **FUND COST ITEMS OF FIRST YEAR OF COLLECTIVE BARGAINING AGREEMENT - MASSACHUSETTS COALITION OF POLICE, LOCAL 200A, DISPATCH**
4. **PRIOR YEAR BILL – DOG OFFICER**
5. **CAPITAL IMPROVEMENTS – RECONFIGURE TRANSFER STATION - DPW**

ANNUAL TOWN MEETING

1. **CHOOSE TOWN OFFICERS**
2. **RECEIVE REPORTS**
3. **SET SALARIES AND COMPENSATION OF ELECTED OFFICIALS**
4. **SUBMITTED BY PETITION^{##}**
5. **PERSONNEL ADMINISTRATION PLAN CHANGES**
6. **TOWN OPERATING BUDGET**
7. **TRANSFER TO STABILIZATION FUND**
8. **TRANSFER TO OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND**
9. **CAPITAL IMPROVEMENTS – TOWN HALL REPLACEMENT WINDOWS (ORIGINAL SECTION)**
10. **CAPITAL EQUIPMENT ACQUISITION – REPLACEMENT VEHICLE –INSPECTOR OF BUILDINGS**
11. **COMMUNICATIONS CONSULTANT AND TOWN SHARE OF FIRE DEPARTMENT RADIO GRANT**
12. **CAPITAL EQUIPMENT ACQUISITION - EMERGENCY RESPONSE COMMAND VEHICLE - FIRE DEPARTMENT**
13. **CAPITAL EQUIPMENT ACQUISITION – REPLACE AMBULANCE - FIRE DEPARTMENT**
14. **CAPITAL EQUIPMENT ACQUISITION – REPLACEMENT OF AIR-PAKS - FIRE DEPARTMENT**
15. **CAPITAL EQUIPMENT ACQUISITION – FOUR WHEEL DRIVE ALL TERRAIN MOWER – DPW**

16. CAPITAL EQUIPMENT ACQUISITION – DUMPSTERS – DPW
17. CAPITAL IMPROVEMENTS – REPLACEMENT OF TWO HVAC SYSTEMS – POLICE STATION
18. CAPITAL EQUIPMENT ACQUISITION – RADIOS - POLICE DEPARTMENT
19. CAPITAL EQUIPMENT ACQUISITION – ELECTRONIC CONTROL DEVICES - POLICE DEPARTMENT
20. ARTICLE 20 CAPITAL IMPROVEMENTS – REPLACEMENT OF WINDOWS - BLANCHARD MEMORIAL SCHOOL
21. CAPITAL IMPROVEMENTS – SECURITY UPGRADES AT BLANCHARD MEMORIAL SCHOOL
22. CAPITAL IMPROVEMENTS – REPLACEMENT OF CONCRETE SIDEWALKS AT BLANCHARD MEMORIAL SCHOOL AND SARGENT MEMORIAL LIBRARY
23. CAPITAL IMPROVEMENTS – CELL PHONE REPEATER AT BLANCHARD MEMORIAL SCHOOL
24. CAPITAL IMPROVEMENTS – STEELE FARM BARN
25. CONSERVATION TRUST FUND
26. ZONING BYLAW AMENDMENT – ADD SECTION 7900 TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS
27. ZONING BYLAW AMENDMENT – AMEND SECTION 4003(1) RESIDENTIAL USES AND SECTION 4300 SPECIAL PERMITS IN TOWN CENTER DISTRICT AND DELETE SECTION 5004
28. ZONING BYLAW AMENDMENT – AMEND SECTION 4107 ACCESSORY APARTMENT
29. GENERAL BYLAW AMENDMENT – AMEND FINANCE COMMITTEE BYLAW
30. GENERAL BYLAW AMENDMENT – AMEND DOG CONTROL BYLAW
31. GENERAL BYLAW AMENDMENT – AMEND DOG LICENSING BYLAW
32. ESTABLISH VETERANS TAX WORK OFF PROGRAM
33. PERSONAL REAL ESTATE EXEMPTIONS**
34. CHAPTER 90 HIGHWAY REIMBURSEMENT PROGRAM**
35. REVOLVING FUNDS**

LEGEND

- ## SUBMITTED BY PETITION
 ** CONSENT AGENDA

LES FOX, CHAIR, BOARD OF SELECTMEN

➤ **Motion re: dates**

I move that any adjourned sessions of Annual Town Meeting will be held on Tuesday, May 14th; Thursday, May 16th; Wednesday, May 22nd and Thursday, May 23rd;

and further, that no debate will begin on any new article after 10:30 p.m.

➤ **Motion re: calling 2/3 vote**

I move that on town meeting matters requiring a two-thirds vote by statute, a count need not be taken unless seven or more registered voters immediately question the vote so declared by the Moderator.

➤ **Motion to adjourn ATM**

I move to adjourn the Annual Town Meeting until the conclusion of the Special Town Meeting.

BOXBOROUGH SPECIAL TOWN MEETING

**ARTICLE 1 FUND COST ITEMS OF FIRST YEAR OF COLLECTIVE BARGAINING
AGREEMENT - MASSACHUSETTS COALITION OF POLICE, LOCAL 200,
POLICE**

(Majority vote required)

I move to pass over Article 1.

**ARTICLE 2 FUND COST ITEMS OF FIRST YEAR OF COLLECTIVE BARGAINING
AGREEMENT - BOXBOROUGH PROFESSIONAL FIREFIGHTERS, LOCAL 4601**

(Majority vote required)

I move to transfer from Free Cash the sum of \$TBD to fund the cost items of the first year of the collective bargaining agreement between the Town and the Boxborough Professional Firefighters, Local 4601 (July 1, 2012 to June 30, 2015).

**ARTICLE 3 FUND COST ITEMS OF FIRST YEAR OF COLLECTIVE BARGAINING
AGREEMENT - MASSACHUSETTS COALITION OF POLICE, LOCAL 200A,
DISPATCH**

(Majority vote required)

I move to transfer from Free Cash the sum of \$TBD to fund the cost items of the first year of the collective bargaining agreement between the Town and the Massachusetts Coalition of Police, Local 200A, Dispatch (July 1, 2012 to June 30, 2015).

ARTICLE 4 PRIOR YEAR BILL – DOG OFFICER

(Nine-tenth vote required)

I move to transfer from Free Cash the sum of Two Hundred Dollars (\$200) for the purpose of reimbursing the Dog Officer for the acquisition of a modular kennel in FY 2012.

ARTICLE 5 CAPITAL IMPROVEMENTS – RECONFIGURE TRANSFER STATION - DPW

(Majority vote required)

I move to transfer the unexpended balance of Fourteen Thousand Three Hundred Eighty Dollars and thirty-four cents (\$14,380.34) from Article 16 of the May 2012 Annual Town Meeting (*Reconfiguration of Transfer Station – Feasibility Study*) and to transfer from Free Cash the sum of Ten Thousand Dollars (\$10,000) for the purpose of undertaking the implementation phase for the reconfiguration of the transfer station.

LES FOX, CHAIR, BOARD OF SELECTMEN

➤ **Motion to dissolve STM**

I move to dissolve the Special Town Meeting.

BOXBOROUGH ANNUAL TOWN MEETING

ARTICLE 2 RECEIVE REPORTS

(Majority vote required)

I move to receive the reports of the Selectmen and other Town Officers, Agents and Committees as published in the 2012 Annual Town Report.

ARTICLE 3 SET SALARIES AND COMPENSATION OF ELECTED OFFICIALS

(Majority vote required)

I move to fix the salaries and compensation of various elected officials for the fiscal year beginning July 1, 2013 as follows:

Selectmen	\$400.00 each member/year
Board of Health	\$166.67 each member/year
Tax Collector	\$61,573.30/year
Town Clerk	\$41,561.97/year
Constables	\$3.00 each copy/warrant posted
Planning Board Members	\$109.00 each member/year

ARTICLE 4 SUBMITTED BY PETITION

(Majority vote required)

I move to approve Article 4 as printed in the Annual Town Meeting warrant.

This article that I am asking you to sign to be added to the town warrent for the forthcoming annual town meeting taking place on May 13, 2013 is as follows:

Due to our current \$17.69 Real Estate Tax Rate one of the highest in the state taking in just under \$20,000,000. In Real Estate Taxes. Article request's the following,

A twelve month/one year freese on all new hiring of any new town employees, full or parttim each department. This article also requires an income freese on all employees, both full and part time all departments in our community for one year. It also is to include any promotions to a higher position, title, etc. on their current job position for one year.

Due to the fact that our economy in Massachusetts is in deplorable conditions

Continued:

And retirees residing here are being forced into poverty as well as current residents many of whom are having difficulty with living costs, paying their bills, fileing bankrupsy with no end in sight.

I am asking you as a registered voter to join with me to address this ever growing serious problem.

ARTICLE 5 PERSONNEL ADMINISTRATION PLAN CHANGES

(Majority vote required)

I move to amend the Personnel Administration Plan, as well as the Classification of Positions (Schedule A) and Compensation of Positions (Schedule B), as printed in the Annual Town Meeting warrant under Article 5.

- 1) Striking the language in Article VI. The Pay Plan, Section 7. Merit Salary Adjustments in its entirety and replacing with the italicized language below.

(Current language)

~~Existing employees will move from Step to Step each July 1, if they have achieved overall performance rating of "meets requirements" or better.~~

~~New employees hired before January 1, move to the next step on the following July 1, if they have achieved an overall performance rating of "meets requirements" or better. New employees hired after January 1, move to the next step on the July 1, after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.~~

(Proposed language)

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.

- 2) Amending Article VIII. Other Forms of Pay by adding a new section 2, shown in italics, and re-numbering subsequent sections.

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.*
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.*

Further by amending Classification of Positions (Schedule A) by:

- 1) Adding a new position of Media Production Technician to the Intermittent Schedule

- 2) Respectively re-naming the Intermittent Schedule positions of Dog Officer and Assistant Dog Officer to Animal Control Officer - Dogs & Cats and Assistant Animal Control Officer - Dogs & Cats.
- 3) Re-naming the Intermittent Schedule position of Animal Control Officer to Animal Control Officer – Other.

And by amending Compensation of Positions (Schedule B) by:

- 1) Adding a 2% wage adjustment factor (COLA) to all positions on Schedule B except for the following positions which will remain at the same level as in FY 13: Registrar Chairperson, Clerk of Elections, Election Worker, Registrar Member, Seasonal Conservation Worker, Fence Viewer, Field Driver, Director of Summer Playground, Director of Gymnastics, Director of Winter Programs, Lead Counselor, Counselor, Counselor-in-Training, Intern (Town Hall), Library Page, Junior Library Page
- 3) Adding wages for Media Production Technician @ \$12.50/hour

Or take any other action relative thereto.

SCHEDULE A – CLASSIFICATION OF POSITIONS

REGULAR FULL-TIME SCHEDULE

Exempt Employees

Accountant
Assessor
Inspector of Buildings/ Code Administration Officer
Planner
Treasurer
Information Systems Coordinator

Non-Exempt Employees

Secretary
Department Assistant
DPW Foreman
DPW Worker
DPW Semi-skilled Worker
Building & Grounds Maintenance Worker

REGULAR REDUCED HOURS SCHEDULE

COA Coordinator
Youth Services Librarian
Technical Services Librarian
Sr. Library Assistant
Library Assistant
DPW Worker
Inspector of Buildings/ Code Administration Officer

REGULAR PART-TIME SCHEDULE

Secretary
Department Assistant
Youth Services Librarian
Technical Services Librarian
Sr. Library Assistant
Library Assistant
Transfer Station Operator I
Conservation Agent
Van Dispatcher
IT Support Technician

PER DIEM SCHEDULE

Fire Lieutenant/EMT
Call Firefighter/EMT
Call Firefighter
Special Police Officer
Dispatcher

INTERMITTENT SCHEDULE

Cemetery Superintendent
Cemetery Laborer
Registrar Chairperson
Clerk of Elections
Election Worker
Registrar Member
Veterans' Agent
Call Fire Chief
Deputy Fire Chief
Fire Captain
Fire Lieutenant
Call Firefighter/EMT
Fire Department Chaplain
Call Building Inspector
Special Police Officer
Lock-up Attendant
Dispatcher
Seasonal Maintenance Worker
Snow Plower
Seasonal Conservation Worker
Assistant Building Inspector
Wiring Inspector
Plumbing and Gas Inspector
~~Dog Officer Animal Control Officer – Dogs & Cats~~
~~Assistant Dog Officer Asst. Animal Control Officer~~
~~Dogs & Cats~~
Animal Control Officer - Other
Animal Inspector
Fence Viewer
Field Driver
Director of Summer Playground
Director of Gymnastics
Director of Winter Programs
Lead Counselor
Counselor
Counselor-in-Training
Intern (Town Hall)
Library Page
Junior Library Page
Van Driver
~~Media Production Technician~~

*The following information is not part of Schedule A and is placed here for informational purposes only.
These positions are governed by personal contract or collective bargaining agreement, or are elected.*

DEPARTMENT HEADS

*DPW Director
Fire Chief
Library Director
Police Chief
Town Administrator*

UNION EMPLOYEES

*Police Sergeant
Police Officer (Step A1/A1)
Firefighter/EMT
Dispatch Supervisor
Dispatcher*

ELECTED POSITIONS

*Selectman
Board of Health Member
Planning Board Member
Library Trustee
Moderator
Constable
Tax Collector
Town Clerk*

Proposed FY 2014 Compensation of Positions - Schedule B

Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	G Plus
Salaried (Exempt) Employees								
Grade 60	\$ 56,752.18	\$ 58,738.50	\$ 60,794.35	\$ 62,922.15	\$ 65,124.43	\$ 67,403.78	\$ 69,762.92	\$ 70,809.36
Information Systems Coordinator								
Inspector of Buildings/Code Administration Officer								
Town Accountant								
Town Assessor								
Town Planner								
Town Treasurer								
Grade 50	\$ 49,349.67	\$ 51,076.91	\$ 52,864.60	\$ 54,714.86	\$ 56,629.88	\$ 58,611.93	\$ 60,663.35	\$ 61,573.30
Grade 40	\$ 44,059.83	\$ 45,601.92	\$ 47,197.99	\$ 48,849.92	\$ 50,559.67	\$ 52,329.25	\$ 54,160.78	\$ 54,973.19
Grade 30	\$ 39,342.68	\$ 40,719.67	\$ 42,144.86	\$ 43,619.93	\$ 45,146.62	\$ 46,726.76	\$ 48,362.19	\$ 49,087.63
Grade 20	\$ 35,123.91	\$ 36,353.25	\$ 37,625.61	\$ 38,942.51	\$ 40,305.50	\$ 41,716.19	\$ 43,176.26	\$ 43,823.90
Grade 10	\$ 31,936.90	\$ 33,054.70	\$ 34,211.61	\$ 35,409.02	\$ 36,648.33	\$ 37,931.02	\$ 39,258.61	\$ 39,847.49
Hourly (Non-Exempt) Employees								
Grade 60	\$ 27.27	\$ 28.23	\$ 29.22	\$ 30.24	\$ 31.30	\$ 32.39	\$ 33.53	\$ 34.03
Grade 50	\$ 23.74	\$ 24.57	\$ 25.43	\$ 26.32	\$ 27.24	\$ 28.19	\$ 29.18	\$ 29.61
Council on Aging Coordinator								
DPW Foreman								
Grade 40	\$ 21.19	\$ 21.93	\$ 22.69	\$ 23.49	\$ 24.31	\$ 25.16	\$ 26.04	\$ 26.43
Youth Services Librarian								
Conservation Agent								
Grade 30	\$ 18.91	\$ 19.57	\$ 20.26	\$ 20.97	\$ 21.70	\$ 22.46	\$ 23.25	\$ 23.59
DPW Worker								
Department Assistant								
IT Support Technician								
Technical Services Librarian								
Grade 20	\$ 16.88	\$ 17.47	\$ 18.08	\$ 18.72	\$ 19.37	\$ 20.05	\$ 20.75	\$ 21.06
Bldg. & Grounds Maint. Worker								
DPW Semi-Skilled Worker								
Transfer Station Operator I								
Senior Library Assistant								
Grade 10	\$ 15.36	\$ 15.90	\$ 16.46	\$ 17.03	\$ 17.63	\$ 18.24	\$ 18.88	\$ 19.17
Library Assistant								
Secretary								
Van Dispatcher								
Per Diem Schedule (No Steps)								
Fire Lieutenant/EMT	\$ 18.31							
Call Fighter/EMT	\$ 16.63							
Call Firefighter	\$ 16.63							
Special Police Officer	\$ 16.63							
Dispatcher	\$ 16.63							

Intermittent Schedule (No Steps)

Cemetery Superintendent	\$ 8,732.32	annually
Cemetery Laborer	\$ 10.95	
Registrar Chairperson	\$ 900.34	annually
Clerk of Elections	\$ 11.43	
Election Worker	\$ 10.17	
Registrar Member	\$ 270.12	annually
Veterans' Agent	\$ 15.46	
Call Fire Chief	\$ 42.90	
Deputy Fire Chief	\$ 20.11	
Fire Captain	\$ 19.21	
Fire Lieutenant	\$ 18.32	
Call Firefighter/EMT	\$ 16.63	
Fire Department Chaplain	\$ 16.63	
Call Building Inspector	\$ 42.90	
Special Police Officer	\$ 16.63	
Lock-up Attendant	\$ 14.88	
Dispatcher	\$ 16.63	
Seasonal Maintenance Worker	\$ 13.57	
Snow Plower	\$ 21.50	
Seasonal Conservation Worker	\$ 12.46	
Assistant Building Inspector	\$ 26.45	
Wiring Inspector	fees	\$50,000 cap/yr (Selectmen & FinCom may modify if required)*
Plumbing and Gas Inspector	fees	\$15,000 cap/yr (Selectmen & FinCom may modify if required)*
Animal Control Officer - Dogs & Cats	\$ 11,006.26	annually
Ast. Animal Control Officer - Dogs & C	\$ 10.77	4 hour call min
Animal Control Officer - Other	\$ 2,681.02	annually
Animal Inspector	\$ 987.74	annually
Fence Viewer	\$ 40.00	annually
Field Driver	\$ 45.00	annually
Director of Summer Playground	\$ 18.79	
Director of Gymnastics	\$ 18.10	
Director of Winter Programs	\$ 18.10	
Intermittent Schedule (No Steps) (continued)		
Lead Counselor	\$ 12.50	
Counselor	\$ 9.25	
Counselor-in-Training	min wage	[currently \$8.00]
Intern (Town Hall)	min wage	[currently \$8.00]
Library Page	min wage +.50,	i.e. 8.50
Junior Library Page	min wage	[currently \$8.00]
Van Driver	\$ 13.25	
Media Production Technician	\$ 12.50	

NOTE

*Fee maximum is 1% of F13 levy (or \$167,162)

The following information is not part of Schedule B and is placed here for informational purposes only.
 These positions are elected, or pay is set by bargaining unit or personal contract.

Department Heads

		FY 2013	FY 2014	
DPW Director	Contract expires 6/30/14	\$ 78,045.81	\$79,608**	**The Board of Selectmen may amend the FY 2014 salaries at ATM
Fire Chief	Contract expires 6/30/14	\$ 88,880.00	\$90,658**	
Library Director	Contract expires 12/31/11	\$ 72,894.00	\$74,352	
Police Chief	Contract expires 6/30/14	\$ 100,950.00	\$102,969**	
Town Administrator	Contract expires 6/30/13	\$ 95,095.00	\$96,997**	

Union Employees

Police Sergeant (Steps 1-3)	TBD
Police Officer (Steps A1/A2-F)	TBD
Fire Lieutenant (Step A)	TBD
Firefighter/EMT (Steps A-F)	TBD
Dispatch Supervisor (Steps A-F)	TBD
Dispatcher (Steps A-F)	TBD

Elected Positions

	FY 2013	FY2014
Selectman	\$ 400.00 annually	\$ 400.00 annually
Board of Health Member	\$ 166.67 annually	\$ 166.67 annually
Planning Board Member	\$ 109.00 annually	\$ 109.00 annually
Library Trustee	\$ - annually	\$ - annually
Moderator	\$ - per meeting	\$ - annually
Constable	\$ 3.00 /warrant posted/location	\$ 3.00 /warrant posted/location
Tax Collector (Grade 50, G+)	\$ 60,365.98	\$ 61,573.30
Town Clerk (Grade 50, G+)	\$ 40,747.04	\$ 41,561.97

ARTICLE 6 TOWN OPERATING BUDGET

(Majority vote required)

I move that the Town raise and appropriate the sum of

\$19,598,284

for the operations and expenses of the Town for the Fiscal Year beginning July 1, 2013, the purposes for which funding are set forth in the Department Account Numbers 114 through 945, and any subheadings included under said account numbers, as printed in Article 6 of the Annual Town Meeting warrant, under the heading FY2014 Budget.

POTENTIAL AMENDMENTS

Dept. 123, Town Administrator (Raid Suleiman, Board of Selectman)

I move that the Town increase Department 123, Total Salaries – Town Administrator by TBD Dollars (\$TBD), and to meet this appropriation, that an additional amount of TBD Dollars (\$TBD) be raised by taxation.

Dept. 210, Police (Les Fox, Board of Selectman Chair)

I move that the Town increase Department 210, Total Salaries – Police by TBD Dollars (\$TBD), and to meet this appropriation, that an additional amount of TBD Dollars (\$TBD) be raised by taxation.

Dept. 220, Fire (Frank Powers, Board of Selectman)

I move that the Town increase Department 220, Total Salaries – Fire by TBD Dollars (\$TBD), and to meet this appropriation, that an additional amount of TBD Dollars (\$TBD) be raised by taxation.

I move that the Town increase Department 220, Total Other – Fire by Four Hundred Dollars (\$400), and to meet this appropriation, that an amount of Four Hundred Dollars (\$400) be raised by taxation.

Dept. 221, Dispatch (Les Fox, Board of Selectman)

I move that the Town increase Department 221, Total Salaries – Dispatch by TBD Dollars (\$TBD), and to meet this appropriation, that an additional amount of TBD Dollars (\$TBD) be raised by taxation.

I move that the Town increase Department 221, Total Other – Dispatch by Two Hundred Dollars (\$200), and to meet this appropriation, that an additional amount of Two Hundred Dollars (\$200) be raised by taxation.

“WRAP UP” AMENDMENT IF ALL AMENDMENTS ARE APPROVED:

I move that the Town raise and appropriate the sum of:

~~\$19,598,284~~

for the operations and expenses of the Town for the Fiscal Year beginning July 1, 2013, the purposes for which funding are set forth in the Department Account Numbers 114 through 945, and any subheadings included under said account numbers, as printed in Article 8 of the Annual Town Meeting warrant, under the heading FY2014 Budget except for:

Department 123, Total Salaries – Town Administrator, \$96,997 is increased to \$TBD,

Department 210, Total Salaries – Police, \$952,389 is increased to \$TBD,

Department 220, Total Salaries – Fire, \$723,208 is increased to \$TBD,

Department 220, Total Other – Fire, \$105,303 is increased to \$105,703,

Department 221, Total Salaries – Dispatch, \$241,448 is increased to \$TBD,

and that

Department 221, Total Other – Dispatch, \$36,710 is increased to \$36,910.

<u>ACCOUNT NAME</u>	<u>FY2012 ACTUAL</u>	<u>FY2013 BUDGET</u>	<u>FY2014 BUDGET</u>	<u>\$ Change FY14 VS FY13</u>	<u>% Change FY14 VS FY13</u>
114 Total Salaries - Moderator	\$ -	\$ -	\$ -	\$ -	0.00%
114 Total Other - Moderator	\$ 50	\$ 50	\$ 50	\$ -	0.00%
114 Total Moderator Expenses	\$ 50	\$ 50	\$ 50	\$ -	0.00%
119 Total Salaries - Town Constable	\$ -	\$ -	\$ -	\$ -	0.00%
119 Total Other - Town Constable	\$ 38	\$ 175	\$ 175	\$ -	0.00%
119 Total Constable Expenses	\$ 38	\$ 175	\$ 175	\$ -	0.00%
122 Total Salaries - Selectman	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	0.00%
122 Total Other - Selectman	\$ 4,851	\$ 2,018	\$ 2,149	\$ 131	6.49%
122 Total Selectman Expenses	\$ 6,851	\$ 4,018	\$ 4,149	\$ 131	3.26%
123 Total Salaries - Town Administrator	\$ 91,000	\$ 95,095	\$ 96,997	\$ 1,902	2.00%
123 Total Other - Town Administrator	\$ 2,775	\$ 2,775	\$ 2,825	\$ 50	1.80%
123 Total Expenses - Town Administrator	\$ 93,775	\$ 97,870	\$ 99,822	\$ 1,952	1.99%
131 Total Salaries - Finance Committee	\$ -	\$ -	\$ -	\$ -	0.00%
131 Total Other - Finance Committee	\$ 293	\$ 450	\$ 450	\$ -	0.00%
131 Total Expenses - Finance Committee	\$ 293	\$ 450	\$ 450	\$ -	0.00%
135 Total Salaries - Accountant	\$ 68,396	\$ 69,421	\$ 70,810	\$ 1,389	2.00%
135 Total Other - Accountant	\$ 25,735	\$ 25,666	\$ 26,666	\$ 1,000	3.90%
135 Total Expenses - Accountant	\$ 94,131	\$ 95,087	\$ 97,476	\$ 2,389	2.51%
141 Total Salaries - Assessor	\$ 39,700	\$ 39,700	\$ 39,700	\$ -	0.00%
141 Total Other - Assessor	\$ 9,589	\$ 9,008	\$ 9,023	\$ 15	0.17%
141 Total Expenses - Assessor	\$ 49,289	\$ 48,708	\$ 48,723	\$ 15	0.03%
145 Total Salaries - Treasurer	\$ 69,396	\$ 70,421	\$ 71,810	\$ 1,389	1.97%
145 Total Other - Treasurer	\$ 12,355	\$ 12,480	\$ 12,495	\$ 15	0.12%
145 Total Expenses - Treasurer	\$ 81,751	\$ 82,901	\$ 84,305	\$ 1,404	1.69%
146 Total Salaries - Tax Collector	\$ 60,475	\$ 61,366	\$ 62,574	\$ 1,208	1.97%
146 Total Other - Tax Collector	\$ 16,761	\$ 16,761	\$ 17,076	\$ 315	1.88%
146 Total Expenses - Tax Collector	\$ 77,236	\$ 78,127	\$ 79,650	\$ 1,523	1.95%
151 Total Salaries - Legal	\$ -	\$ -	\$ -	\$ -	0.00%
151 Total Other - Legal	\$ 49,481	\$ 64,000	\$ 64,000	\$ -	0.00%
151 Total Expenses - Legal	\$ 49,481	\$ 64,000	\$ 64,000	\$ -	0.00%

123 Total Salaries - Town Administrator - BoS may propose to amend.

<u>ACCOUNT NAME</u>	<u>FY2012 ACTUAL</u>	<u>FY2013 BUDGET</u>	<u>FY2014 BUDGET</u>	<u>\$ Change FY14 VS FY13</u>	<u>% Change FY14 VS FY13</u>
152 Total Salaries - Personnel Board	\$ -	\$ -	\$ -	\$ -	0.00%
152 Total Other - Personnel Board	\$ 200	\$ 260	\$ 260	\$ -	0.00%
152 Total Expenses - Personnel Board	\$ 200	\$ 260	\$ 260	\$ -	0.00%
161 Total Salaries - Town Clerk	\$ 41,145	\$ 41,748	\$ 42,562	\$ 814	1.95%
161 Total Other - Town Clerk	\$ 2,103	\$ 2,283	\$ 2,320	\$ 37	1.62%
161 Total Expenses - Town Clerk	\$ 43,248	\$ 44,031	\$ 44,882	\$ 851	1.93%
162 Total Salaries - Elect & Regist	\$ 3,391	\$ 5,251	\$ 2,601	\$ (2,650)	-50.47%
162 Total Other - Elect & Regist	\$ 5,518	\$ 6,320	\$ 4,355	\$ (1,965)	-31.09%
162 Total Expenses - Elect & Regist	\$ 8,909	\$ 11,571	\$ 6,956	\$ (4,615)	-39.88%
171 Total Salaries - Conservation Comm	\$ -	\$ -	\$ -	\$ -	0.00%
171 Total Other - Conservation Comm	\$ 2,138	\$ 2,150	\$ 2,150	\$ -	0.00%
171 Total Expenses - Conservation Comm	\$ 2,138	\$ 2,150	\$ 2,150	\$ -	0.00%
175 Total Salaries - Planning Board	\$ 68,941	\$ 69,966	\$ 71,355	\$ 1,389	1.99%
175 Total Other - Planning Board	\$ 4,672	\$ 4,497	\$ 8,900	\$ 4,403	97.91%
175 Total Expenses - Planning Board	\$ 73,613	\$ 74,463	\$ 80,255	\$ 5,792	7.78%
176 Total Salaries - Zoning Board of Appeals	\$ -	\$ -	\$ -	\$ -	0.00%
176 Total Other - Zoning Board of Appeals	\$ 332	\$ 335	\$ 335	\$ -	0.00%
176 Total Expenses - Zoning Board of Appeals	\$ 332	\$ 335	\$ 335	\$ -	0.00%
179 Total Salaries - Agricultural Comm	\$ -	\$ -	\$ -	\$ -	0.00%
179 Total Other - Agricultural Comm	\$ -	\$ 200	\$ 200	\$ -	0.00%
179 Total Expenses - Agricultural Comm	\$ -	\$ 200	\$ 200	\$ -	0.00%
192 Total Salaries - Town Hall	\$ 153,067	\$ 180,805	\$ 176,450	\$ (4,355)	-2.41%
192 Total Other - Town Hall	\$ 52,372	\$ 57,756	\$ 58,582	\$ 826	1.43%
192 Total Expenses - Town Hall	\$ 205,439	\$ 238,561	\$ 235,032	\$ (3,529)	-1.48%
199 Total Salaries - Energy Committee	\$ -	\$ -	\$ -	\$ -	0.00%
199 Total Other - Energy Committee	\$ 34	\$ 200	\$ 200	\$ -	0.00%
199 Total Expenses - Energy Committee	\$ 34	\$ 200	\$ 200	\$ -	0.00%
Total Salaries - Town Government	\$ 597,511	\$ 635,773	\$ 636,859	\$ 1,086	0.17%
Total Other - Town Government	\$ 189,297	\$ 207,384	\$ 212,211	\$ 4,827	2.33%
Total Expenses - Town Government	\$ 786,808	\$ 843,157	\$ 849,070	\$ 5,913	0.70%

162 - Total Expenses - Elect & Regis - Decreased due to fewer planned elections in FY 14.

175 - Total Other - Planning Board - Increased due to planned acquisition of web-based MapGeo.

<u>ACCOUNT NAME</u>	<u>FY2012</u> <u>ACTUAL</u>	<u>FY2013</u> <u>BUDGET</u>	<u>FY2014</u> <u>BUDGET</u>	<u>\$ Change</u> <u>FY14 VS</u> <u>FY13</u>	<u>% Change</u> <u>FY14 VS</u> <u>FY13</u>
210 Total Salaries - Police	\$ 927,616	\$ 937,794	\$ 952,389	\$ 14,595	1.56%
210 Total Other - Police	\$ 152,858	\$ 137,706	\$ 140,799	\$ 3,093	2.25%
210 Total Expenses - Police	\$ 1,080,474	\$ 1,075,500	\$ 1,093,188	\$ 17,688	1.64%
220 Total Salaries - Fire	\$ 672,877	\$ 716,199	\$ 723,208	\$ 7,009	0.98%
220 Total Other - Fire	\$ 96,550	\$ 102,650	\$ 105,303	\$ 2,653	2.58%
220 Total Expenses - Fire	\$ 769,427	\$ 818,849	\$ 828,511	\$ 9,662	1.18%
221 Total Salaries - Dispatch	\$ 229,565	\$ 233,898	\$ 241,448	\$ 7,550	3.23%
221 Total Other - Dispatch	\$ 34,287	\$ 35,347	\$ 36,710	\$ 1,363	3.86%
221 Total Expenses - Dispatch	\$ 263,852	\$ 269,245	\$ 278,158	\$ 8,913	3.31%
241 Total Salaries - Building Insp	\$ 22,798	\$ 44,500	\$ 65,427	\$ 20,927	47.03%
241 Total Other - Building Insp	\$ 1,348	\$ 2,689	\$ 2,442	\$ (247)	-9.19%
241 Total Expenses - Building Insp	\$ 24,146	\$ 47,189	\$ 67,869	\$ 20,680	43.82%
292 Total Salaries - Dog Officer	\$ 10,684	\$ 10,791	\$ 11,007	\$ 216	2.00%
292 Total Other - Dog Officer	\$ 1,622	\$ 1,625	\$ 1,625	\$ -	0.00%
292 Total Expenses - Dog Officer	\$ 12,306	\$ 12,416	\$ 12,632	\$ 216	1.74%
299 Total Salaries - Field Driver	\$ 45	\$ 45	\$ 45	\$ -	0.00%
299 Total Other - Field Driver	\$ 6	\$ 50	\$ 50	\$ -	0.00%
299 Total Expenses - Field Driver	\$ 51	\$ 95	\$ 95	\$ -	0.00%
Total Salaries - Protection	\$ 1,863,585	\$ 1,943,227	\$ 1,993,524	\$ 50,297	2.59%
Total Other - Protection	\$ 286,671	\$ 280,067	\$ 286,929	\$ 6,862	2.45%
Total Expenses - Protection	\$ 2,150,256	\$ 2,223,294	\$ 2,280,453	\$ 57,159	2.57%

210 - Total Salaries - Police - BoS may amend Chief's salary and other departmental salaries (if contract negotiations have been completed).

220 - Total Salaries - Fire - BoS may amend Chief's salary and other departmental salaries (if contract negotiations have been completed).

221 - Total Salaries - Dispatch - BoS may amend salaries (if contract negotiations have been completed).

241 - Total Salaries - Building Insp - Increased due to additional hours to cover facilities management function as authorized by STM on 1/7/13.

<u>ACCOUNT NAME</u>	<u>FY2012 ACTUAL</u>	<u>FY2013 BUDGET</u>	<u>FY2014 BUDGET</u>	<u>\$ Change FY14 VS FY13</u>	<u>% Change FY14 VS FY13</u>
300 Total Salaries - Blanchard School	\$ 4,192,315	\$ 4,314,381	\$ 4,485,617	\$ 171,236	3.97%
300 Total Other - Blanchard School	\$ 1,406,602	\$ 1,488,370	\$ 1,312,703	\$ (175,667)	-11.80%
300 Total Expenses - Blanchard School	\$ 5,598,917	\$ 5,802,751	\$ 5,798,320	\$ (4,431)	-0.08%
310 Total Salaries - Minuteman Vocational HS	\$ -	\$ -	\$ -	\$ -	0.00%
310 Total Other - Minuteman Vocational HS	\$ 381,793	\$ 227,929	\$ 177,558	\$ (50,371)	-22.10%
310 Total Expenses - Minuteman Vocational HS	\$ 381,793	\$ 227,929	\$ 177,558	\$ (50,371)	-22.10%
320 Total Salaries - ABRS Assessment	\$ -	\$ -	\$ -	\$ -	0.00%
320 Total Other - ABRS Assessment	\$ 5,827,586	\$ 5,630,208	\$ 5,568,636	\$ (61,572)	-1.09%
320 Total Expenses - ABRS Assessment	\$ 5,827,586	\$ 5,630,208	\$ 5,568,636	\$ (61,572)	-1.09%
Total Salaries - Education	\$ 4,192,315	\$ 4,314,381	\$ 4,485,617	\$ 171,236	3.97%
Total Other - Education	\$ 7,615,981	\$ 7,346,507	\$ 7,058,897	\$ (287,610)	-3.91%
Total Expenses - Education	\$ 11,808,296	\$ 11,660,888	\$ 11,544,514	\$ (116,374)	-1.00%

310 - Total Other - Minuteman Vocational HS - Decreased due to lower enrollment.

ACCOUNT NAME	FY2012	FY2013	FY2014	\$ Change	% Change
	ACTUAL	BUDGET	BUDGET	FY14 VS FY13	FY14 VS FY13
422 Total Salaries - Public Works	\$ 447,350	\$ 479,505	\$ 489,140	\$ 9,635	2.01%
422 Total Other - Public Works	\$ 226,613	\$ 226,640	\$ 227,040	\$ 400	0.18%
422 Total Expenses - Public Works	\$ 673,963	\$ 706,145	\$ 716,180	\$ 10,035	1.42%
423 Total Salaries - Snow & Ice	\$ 37,323	\$ 50,347	\$ 51,336	\$ 989	1.96%
423 Total Other - Snow & Ice	\$ 62,690	\$ 110,539	\$ 109,550	\$ (989)	-0.89%
423 Total Expenses - Snow & Ice	\$ 100,013	\$ 160,886	\$ 160,886	\$ -	0.00%
424 Total Salaries - Street Lighting	\$ -	\$ -	\$ -	\$ -	0.00%
424 Total Other - Street Lighting	\$ 2,613	\$ 3,000	\$ 3,000	\$ -	0.00%
424 Total Expenses - Street Lighting	\$ 2,613	\$ 3,000	\$ 3,000	\$ -	0.00%
425 Total Salaries - Hager Well Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
425 Total Other - Hager Well Maintenance	\$ 20,000	\$ 26,400	\$ 27,120	\$ 720	2.73%
425 Total Expenses - Hager Well Maintenance	\$ 20,000	\$ 26,400	\$ 27,120	\$ 720	2.73%
429 Total Salaries - Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
429 Total Other - Fuel	\$ 89,412	\$ 98,375	\$ 97,250	\$ (1,125)	-1.14%
429 Total Expenses - Fuel	\$ 89,412	\$ 98,375	\$ 97,250	\$ (1,125)	-1.14%
431 Total Salaries - Hazardous Waste Coll	\$ -	\$ -	\$ -	\$ -	0.00%
431 Total Other - Hazardous Waste Coll	\$ -	\$ 5,000	\$ -	\$ (5,000)	-100.00%
431 Total Expenses - Hazardous Waste Coll	\$ -	\$ 5,000	\$ -	\$ (5,000)	-100.00%
491 Total Salaries - Cemetery	\$ 8,476	\$ 8,562	\$ 8,733	\$ 171	2.00%
491 Total Other - Cemetery	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	0.00%
491 Total Expenses - Cemetery	\$ 9,476	\$ 9,562	\$ 9,733	\$ 171	1.79%
Total Salaries - Public Works & Facilities	\$ 493,149	\$ 538,414	\$ 549,209	\$ 10,795	2.00%
Total Other - Public Works & Facilities	\$ 402,328	\$ 470,954	\$ 464,960	\$ (5,994)	-1.27%
Total Expenses - Public Works - Facilities	\$ 895,477	\$ 1,009,368	\$ 1,014,169	\$ 4,801	0.48%

431 - Total Other - Hazardous Waste Coll - Decreased; no collection in FY 14. Held every other year.

<u>ACCOUNT NAME</u>	<u>FY2012 ACTUAL</u>	<u>FY2013 BUDGET</u>	<u>FY2014 BUDGET</u>	<u>\$ Change FY14 VS FY13</u>	<u>% Change FY14 VS FY13</u>
510 Total Salaries - Landfill Monitoring	\$ -	\$ -	\$ -	\$ -	0.00%
510 Total Other - Landfill Monitoring	\$ 1,925	\$ 6,000	\$ 5,000	\$ (1,000)	-16.67%
510 Total Expenses - Landfill Monitoring	\$ 1,925	\$ 6,000	\$ 5,000	\$ (1,000)	-16.67%
511 Total Salaries - Board of Health	\$ 500	\$ 501	\$ 501	\$ -	0.00%
511 Total Other - Board of Health	\$ 16,228	\$ 16,990	\$ 16,990	\$ -	0.00%
511 Total Expenses - Board of Health	\$ 16,728	\$ 17,491	\$ 17,491	\$ -	0.00%
519 Total Salaries - Environmental Services	\$ -	\$ -	\$ -	\$ -	0.00%
519 Total Other - Environmental Services	\$ 9,345	\$ 10,492	\$ 10,492	\$ -	0.00%
519 Total Expenses - Environmental Services	\$ 9,345	\$ 10,492	\$ 10,492	\$ -	0.00%
522 Total Salaries - Nursing Services	\$ -	\$ -	\$ -	\$ -	0.00%
522 Total Other - Nursing Services	\$ 2,395	\$ 4,696	\$ 4,696	\$ -	0.00%
522 Total Expenses - Nursing Services	\$ 2,395	\$ 4,696	\$ 4,696	\$ -	0.00%
523 Total Salaries - Mental Health Svices	\$ -	\$ -	\$ -	\$ -	0.00%
523 Total Other - Mental Health Services	\$ 7,000	\$ -	\$ -	\$ -	0.00%
523 Total Expenses - Mental Health Services	\$ 7,000	\$ -	\$ -	\$ -	0.00%
541 Total Salaries - Council on Aging	\$ 41,652	\$ 43,119	\$ 43,981	\$ 862	2.00%
541 Total Other - Council on Aging	\$ 3,050	\$ 3,050	\$ 14,390	\$ 11,340	371.80%
541 Total Expenses - Council on Aging	\$ 44,702	\$ 46,169	\$ 58,371	\$ 12,202	26.43%
543 Total Salaries - Veterans	\$ 631	\$ 670	\$ 670	\$ -	0.00%
543 Total Other - Veterans	\$ 3,145	\$ 355	\$ 355	\$ -	0.00%
543 Total Expenses - Veterans	\$ 3,776	\$ 1,025	\$ 1,025	\$ -	0.00%
599 Total Salaries - Inspect of Animals	\$ 959	\$ 969	\$ 988	\$ 19	1.96%
599 Total Other - Inspect of Animals	\$ 34	\$ 100	\$ 100	\$ -	0.00%
599 Total Expenses - Inspect of Animals	\$ 993	\$ 1,069	\$ 1,088	\$ 19	1.78%
600 Total Salaries - Animal Control Officer	\$ 2,602	\$ 2,629	\$ 2,682	\$ 53	2.02%
600 Total Other - Animal Control Officer	\$ 330	\$ 400	\$ 400	\$ -	0.00%
600 Total Expenses - Animal Control Officer	\$ 2,932	\$ 3,029	\$ 3,082	\$ 53	1.75%
Total Salaries - Health Services	\$ 46,344	\$ 47,888	\$ 48,822	\$ 934	1.95%
Total Other - Health Services	\$ 43,452	\$ 42,083	\$ 52,423	\$ 10,340	24.57%
Total Expenses - Health Services	\$ 89,796	\$ 89,971	\$ 101,245	\$ 11,274	12.53%

541 - Total Other - Council on Aging - Increased due to inclusion of Community Center lease; was covered by an article in FY 13.

<u>ACCOUNT NAME</u>	<u>FY2012 ACTUAL</u>	<u>FY2013 BUDGET</u>	<u>FY2014 BUDGET</u>	<u>\$ Change FY14 VS FY13</u>	<u>% Change FY14 VS FY13</u>
610 Total Salaries - Library	\$ 197,046	\$ 200,391	\$ 206,521	\$ 6,130	3.06%
610 Total Other - Library	\$ 111,589	\$ 115,764	\$ 116,435	\$ 671	0.58%
610 Total Expenses - Library	\$ 308,635	\$ 316,155	\$ 322,956	\$ 6,801	2.15%
630 Total Salaries - Recreation Comm	\$ 18,639	\$ 25,954	\$ 25,954	\$ -	0.00%
630 Total Other - Recreation Comm	\$ 8,126	\$ 9,600	\$ 9,600	\$ -	0.00%
630 Total Expenses - Recreation Comm	\$ 26,765	\$ 35,554	\$ 35,554	\$ -	0.00%
691 Total Salaries - Historical Comm	\$ -	\$ -	\$ -	\$ -	0.00%
691 Total Other - Historical Comm	\$ 2,442	\$ 3,169	\$ 3,169	\$ -	0.00%
691 Total Expenses - Historical Comm	\$ 2,442	\$ 3,169	\$ 3,169	\$ -	0.00%
692 Total Salaries - Public Celebrations & Cerem	\$ -	\$ -	\$ -	\$ -	0.00%
692 Total Other - Public Celebrations & Cerem	\$ 235	\$ 965	\$ 965	\$ -	0.00%
692 Total Expenses - Public Celebrations & Cerem	\$ 235	\$ 965	\$ 965	\$ -	0.00%
693 Total Salaries - Steele Farm	\$ -	\$ -	\$ -	\$ -	0.00%
693 Total Other - Steele Farm	\$ 389	\$ 500	\$ 500	\$ -	0.00%
693 Total Expenses - Steele Farm	\$ 389	\$ 500	\$ 500	\$ -	0.00%
699 Total Salaries - A/B Cultural Council	\$ -	\$ -	\$ -	\$ -	0.00%
699 Total Other - A/B Cultural Council	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	0.00%
699 Total Expenses - A/B Cultural Council	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	0.00%
Total Salaries - Culture & Recreation	\$ 215,685	\$ 226,345	\$ 232,475	\$ 6,130	2.71%
Total Other - Culture & Recreation	\$ 124,281	\$ 131,498	\$ 132,169	\$ 671	0.51%
Total Expenses - Culture & Recreation	\$ 339,966	\$ 357,843	\$ 364,644	\$ 6,801	1.90%

<u>ACCOUNT NAME</u>	<u>FY2012</u> <u>ACTUAL</u>	<u>FY2013</u> <u>BUDGET</u>	<u>FY2014</u> <u>BUDGET</u>	<u>\$ Change</u> <u>FY14 VS</u> <u>FY13</u>	<u>% Change</u> <u>FY14 VS</u> <u>FY13</u>
710 Total Salaries - Maturing Debt Principal	\$ -	\$ -	\$ -	\$ -	0.00%
710 Total Other - Maturing Debt Principal	\$ 827,500	\$ 750,000	\$ 745,000	\$ (5,000)	-0.67%
710 Total Expenses - Maturing Debt Principal	\$ 827,500	\$ 750,000	\$ 745,000	\$ (5,000)	-0.67%
751 Total Salaries - Maturing Debt Interest	\$ -	\$ -	\$ -	\$ -	0.00%
751 Total Other - Maturing Debt Interest	\$ 529,868	\$ 483,453	\$ 440,673	\$ (42,780)	-8.85%
751 Total Expenses - Maturing Debt Interest	\$ 529,868	\$ 483,453	\$ 440,673	\$ (42,780)	-8.85%
Total Salaries - Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
Total Other - Debt Service	\$ 1,357,368	\$ 1,233,453	\$ 1,185,673	\$ (47,780)	-3.87%
Total Expenses - Debt Service	\$ 1,357,368	\$ 1,233,453	\$ 1,185,673	\$ (47,780)	-3.87%
830 Total Salaries - County Ret. Assessment	\$ -	\$ -	\$ -	\$ -	0.00%
830 Total Other - County Ret Assessment	\$ 481,541	\$ 504,212	\$ 592,504	\$ 88,292	17.51%
830 Total Expenses - County Ret Assessment	\$ 481,541	\$ 504,212	\$ 592,504	\$ 88,292	17.51%
912 Total Salaries - Other Benefit Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
912 Total Other - Other Benefit Insurance	\$ 67,064	\$ 66,685	\$ 68,302	\$ 1,617	2.42%
912 Total Expenses - Other Benefit Insurance	\$ 67,064	\$ 66,685	\$ 68,302	\$ 1,617	2.42%
915 Total Salaries - Employee Benefits	\$ -	\$ -	\$ -	\$ -	0.00%
915 Total Other - Employee Benefits	\$ 1,436,738	\$ 1,404,740	\$ 1,322,710	\$ (82,030)	-5.84%
915 Total Expenses - Employee Benefits	\$ 1,436,738	\$ 1,404,740	\$ 1,322,710	\$ (82,030)	-5.84%
945 Total Salaries - Liability Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
945 Total Other - Liability Insurance	\$ 70,353	\$ 85,700	\$ 90,000	\$ 4,300	5.02%
945 Total Expenses - Liability Insurance	\$ 70,353	\$ 85,700	\$ 90,000	\$ 4,300	5.02%
Total Salaries - Employee Benefits	\$ -	\$ -	\$ -	\$ -	0.00%
Total Other - Employee Benefits	\$ 2,055,696	\$ 2,061,337	\$ 2,073,516	\$ 12,179	0.59%
Total Expenses - Employee Benefits	\$ 2,055,696	\$ 2,061,337	\$ 2,073,516	\$ 12,179	0.59%
132 Reserve Fund - Original Budget	\$ -	\$ 185,000	\$ 185,000	\$ -	0.00%
132 Reserve Fund - Transferred Out	\$ -	\$ -	\$ -	\$ -	0.00%
132 Reserve Fund - Net Balance	\$ -	\$ 185,000	\$ 185,000	\$ -	0.00%

830 -Total Other - County Ret Assessment - Increased due to results of most recent actuarial study.

<u>ACCOUNT NAME</u>	<u>FY2012 ACTUAL</u>	<u>FY2013 BUDGET</u>	<u>FY2014 BUDGET</u>	<u>\$ Change FY14 VS FY13</u>	<u>% Change FY14 VS FY13</u>
SALARIES					
Town Government	\$ 597,511	\$ 635,773	\$ 636,859	\$ 1,086	0.17%
Protection	\$ 1,863,585	\$ 1,943,227	\$ 1,993,524	\$ 50,297	2.59%
Public Works & Facilities	\$ 493,149	\$ 538,414	\$ 549,209	\$ 10,795	2.00%
Health Services	\$ 46,344	\$ 47,888	\$ 48,822	\$ 934	1.95%
Cultural & Recreation	\$ 215,685	\$ 226,345	\$ 232,475	\$ 6,130	2.71%
Total Town	\$ 3,216,274	\$ 3,391,647	\$ 3,460,889	\$ 69,242	2.04%
Education	\$ 4,192,315	\$ 4,314,381	\$ 4,485,617	\$ 171,236	3.97%
Employee Benefits	\$ -	\$ -	\$ -	\$ -	0.00%
Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
Reserve Fund	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL SALARIES	\$ 7,408,589	\$ 7,706,028	\$ 7,946,506	\$ 240,478	3.12%
OTHER EXPENSES					
Town Government	\$ 189,297	\$ 207,384	\$ 212,211	\$ 4,827	2.33%
Protection	\$ 286,671	\$ 280,067	\$ 286,929	\$ 6,862	2.45%
Public Works & Facilities	\$ 402,328	\$ 470,954	\$ 464,960	\$ (5,994)	-1.27%
Health Services	\$ 43,452	\$ 42,083	\$ 52,423	\$ 10,340	24.57%
Cultural & Recreation	\$ 124,281	\$ 131,498	\$ 132,169	\$ 671	0.51%
Total Town	\$ 1,046,029	\$ 1,131,986	\$ 1,148,692	\$ 16,706	1.48%
Education	\$ 7,615,981	\$ 7,346,507	\$ 7,058,897	\$ (287,610)	-3.91%
Employee Benefits	\$ 2,055,696	\$ 2,061,337	\$ 2,073,516	\$ 12,179	0.59%
Debt Service	\$ 1,357,368	\$ 1,233,453	\$ 1,185,673	\$ (47,780)	-3.87%
Reserve Fund	\$ -	\$ 185,000	\$ 185,000	\$ -	0.00%
TOTAL OTHER EXPENSES	\$ 12,075,074	\$ 11,958,283	\$ 11,651,778	\$ (306,505)	-2.56%
TOTAL EXPENSES					
Town Government	\$ 786,808	\$ 843,157	\$ 849,070	\$ 5,913	0.70%
Protection	\$ 2,150,256	\$ 2,223,294	\$ 2,280,453	\$ 57,159	2.57%
Public Works & Facilities	\$ 895,477	\$ 1,009,368	\$ 1,014,169	\$ 4,801	0.48%
Health Services	\$ 89,796	\$ 89,971	\$ 101,245	\$ 11,274	12.53%
Cultural & Recreation	\$ 339,966	\$ 357,843	\$ 364,644	\$ 6,801	1.90%
Total Town	\$ 4,262,303	\$ 4,523,633	\$ 4,609,581	\$ 85,948	1.90%
Education	\$ 11,808,296	\$ 11,660,888	\$ 11,544,514	\$ (116,374)	-1.00%
Employee Benefits	\$ 2,055,696	\$ 2,061,337	\$ 2,073,516	\$ 12,179	0.59%
Debt Service	\$ 1,357,368	\$ 1,233,453	\$ 1,185,673	\$ (47,780)	-3.87%
Reserve Fund	\$ -	\$ 185,000	\$ 185,000	\$ -	0.00%
TOTAL EXPENSES	\$ 19,483,663	\$ 19,664,311	\$ 19,598,284	\$ (66,027)	-0.34%
Budget Prior to Reserve Fund Calculation	\$ 19,483,663	\$ 19,479,311	\$ 19,413,284	\$ (66,027)	-0.34%

**Blanchard Memorial School
FY 2014 Budget Account Summary**

<u>Code</u>	<u>Description</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY14 v. FY13</u>	
		<u>ACTUAL</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>\$ Change</u>	<u>% Change</u>
1100	School Committee	\$ 7,641	\$ 7,588	\$ 7,600	\$ 12	0.2%
1200	Superintendent Office	218,757	219,269	223,065	3,796	1.7%
1400	Finance & Admin	113,488	113,851	116,765	2,914	2.6%
1450	Districtwide Info Tech	-	-	15,251	15,251	
2100	Special Ed Office	47,542	60,225	65,335	5,110	8.5%
2200	Principal Office	134,376	144,670	147,997	3,327	2.3%
2250	Building Technology	37,880	49,435	42,106	(7,329)	-14.8%
2300	Teaching	3,590,591	3,825,705	3,923,869	98,164	2.6%
2350	Prof. Development	85,839	81,440	81,440	-	0.0%
2400	Textbooks	-	4,500	10,500	6,000	133.3%
2451	Instructional Tech.	101,150	136,489	144,314	7,825	5.7%
2500	Library & Media	71,631	72,957	76,347	3,390	4.6%
2700	Guidance/Psych	112,896	115,693	127,924	12,231	10.6%
3100	Attendance	-	-	1,500	1,500	
3200	Health Services	57,203	57,545	59,045	1,500	2.6%
3300	Transportation	352,630	348,329	335,987	(12,342)	-3.5%
3400	Food Services	38,792	38,791	39,172	381	1.0%
4130	Utilities	152,059	179,938	179,938	-	0.0%
4220	Maintenance	239,211	236,648	240,533	3,885	1.6%
4400	Network & Technology	19,560	15,452	19,057	3,605	23.3%
5100	Retirement	107,234	86,039	-	(86,039)	-100.0%
6300	Crossing Guards	5,359	5,872	5,930	58	1.0%
7000	Capital	28,848	19,643	34,693	15,050	76.6%
9000	Tuition to other districts	597,916	548,030	426,681	(121,349)	-22.1%
	TOTALS	\$ 6,120,602	\$ 6,368,109	\$ 6,325,049	\$ (43,060)	-0.7%
Less Funding sources:						
	School Choice	116,145	175,000	120,000	(55,000)	-31.4%
	Circuit Breaker	96,415	88,921	103,600	14,679	16.5%
	Grants	182,773	116,437	113,129	(3,308)	-2.8%
	Fee Programs	126,353	185,000	190,000	5,000	2.7%
	Totals	\$ 521,686	\$ 565,358	\$ 526,729	\$ (38,629)	-6.8%
	Town Appropriation	\$ 5,598,916	\$ 5,802,751	\$ 5,798,320	\$ (4,431)	-0.1%

**ARTICLE 11 COMMUNICATIONS CONSULTANT AND TOWN SHARE OF FIRE
DEPARTMENT RADIO GRANT**

(Majority vote required)

I move to transfer from free cash the sum of Thirty-five Thousand (\$35,000) for the purpose of: 1) hiring a consultant to do a design study for an integrated, interoperable public safety radio communications system and, 2) providing the town's share of a grant-funded purchase of new radio equipment which will be used by the fire department as an essential element of the new integrated, interoperable public safety radio communications system.

**ARTICLE 12 CAPITAL EQUIPMENT ACQUISITION - EMERGENCY RESPONSE COMMAND
VEHICLE - FIRE DEPARTMENT**

(Two-thirds vote required if borrowing)

I move to appropriate the sum of Forty-seven Thousand Five Hundred Dollars (\$47,500) for the purpose of acquiring and equipping an emergency response command vehicle for the Fire Department, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow Forty-seven Thousand Five Hundred Dollars (\$47,500) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

**ARTICLE 13 CAPITAL EQUIPMENT ACQUISITION – REPLACE AMBULANCE - FIRE
DEPARTMENT**

(Two-thirds vote required)

I move to appropriate the sum of Two Hundred Twenty Thousand Dollars (\$220,000) for the purpose of replacing (acquiring and equipping) the ambulance for the Fire Department, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow Two Hundred Twenty Thousand Dollars (\$220,000) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

**ARTICLE 14 CAPITAL EQUIPMENT ACQUISITION – REPLACEMENT OF AIR-PAKS – FIRE
DEPARTMENT**

(Majority vote required)

I move to transfer the unexpended balance of Three Thousand Two Hundred Ten Dollars (\$3,210) from Article 21 of the May 2012 Annual Town Meeting (*Installation of Central Air Conditioning at Fire Station*) and to transfer from Free Cash the sum of Eight Thousand Four Dollars (\$8,004) for the purpose of acquiring self-contained breathing apparatus (air-paks) for the Fire Department.

ARTICLE 15 CAPITAL EQUIPMENT ACQUISITION – FOUR WHEEL DRIVE ALL TERRAIN MOWER – DPW

(Two-thirds vote required)

I move to appropriate the sum of One Hundred Thousand Dollars (\$100,000) for the purpose of acquiring a four wheel drive all terrain mower for the DPW to replace the existing mower, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow One Hundred Thousand Dollars (\$100,000) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

ARTICLE 16 CAPITAL EQUIPMENT ACQUISITION – DUMPSTERS – DPW

(Two-thirds vote required)

I move to appropriate the sum of Twenty Thousand Dollars (\$20,000) for the purpose of acquiring two replacement roll-off containers to be used at the Transfer Station, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow Twenty Thousand Dollars (\$20,000) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

ARTICLE 17 CAPITAL IMPROVEMENTS – REPLACEMENT OF TWO HVAC SYSTEMS – POLICE STATION

(Two-thirds vote required)

I move to transfer the unexpended bond proceeds in the amount One Thousand Four Hundred Seventy-eight Dollars and eleven cents (\$1,478.11) from Article 17 of the May 2011 Annual Town Meeting (*Fire Department - Replace Roof and Insulation*), transfer the unexpended bond proceeds in the amount of One Thousand Three Hundred Forty-two Dollars (\$1,342) from Article 22 of the May 2011 Annual Town Meeting (*Blanchard Memorial School Gymnasium School Flooring*), and to appropriate the sum of Thirty-two Thousand One Hundred Seventy-nine Dollars and eighty-nine cents (\$32,179.89) for the purpose of installing heating, ventilation and air conditioning units at the Police Station that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow Thirty-two Thousand One Hundred Seventy-nine Dollars and eighty-nine cents (\$32,179.89) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

ARTICLE 18 CAPITAL EQUIPMENT ACQUISITION – RADIOS - POLICE DEPARTMENT

(Majority vote required)

I move to transfer from free cash the sum of Thirty-eight Thousand Three Hundred Forty Dollars (\$38,340) for the purpose of acquiring two-way radios and related equipment necessary for the installation and operation thereof for the Police Department.

ARTICLE 19 CAPITAL EQUIPMENT ACQUISITION – ELECTRONIC CONTROL DEVICES - POLICE DEPARTMENT

(Majority vote required)

I move to transfer from Overlay Surplus the sum of Thirteen Thousand Dollars (\$13,000) for the purpose of acquiring electronic control devices (“tasers”) for the Police Department.

ARTICLE 20 CAPITAL IMPROVEMENTS – REPLACEMENT OF WINDOWS - BLANCHARD MEMORIAL SCHOOL

(Two-thirds vote required)

I move to appropriate the sum of Ninety Thousand Dollars (\$90,000) for the purpose of removing and replacing windows at the Blanchard Memorial School, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow Ninety Thousand Dollars (\$90,000) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

ARTICLE 21 CAPITAL IMPROVEMENTS – SECURITY UPGRADES AT BLANCHARD MEMORIAL SCHOOL

(Two-thirds vote required)

I move to appropriate the sum of Forty Thousand Dollars (\$40,000) for the purpose of installing upgraded security systems at the Blanchard Memorial School, that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow Forty Thousand Dollars (\$40,000) pursuant to General Laws Chapter 7 or 8, or any other enabling authority, and to issue bonds or notes therefor.

ARTICLE 22 CAPITAL IMPROVEMENTS – REPLACEMENT OF CONCRETE SIDEWALKS AT BLANCHARD MEMORIAL SCHOOL AND SARGENT MEMORIAL LIBRARY

(Majority vote required)

I move to transfer from free cash the sum of Forty Thousand Dollars (\$40,000) for the purpose of replacing concrete sidewalks at the entrances of the Blanchard Memorial School and the Sargent Memorial Library.

ARTICLE 23 CAPITAL IMPROVEMENTS – CELL PHONE REPEATER AT BLANCHARD MEMORIAL SCHOOL

(Majority vote required)

I move to pass over Article 23.

ARTICLE 24 CAPITAL IMPROVEMENTS – STEELE FARM BARN

(Majority vote required)

I move to transfer from free cash the sum of Forty Thousand Dollars (\$40,000), for the purpose of providing for restorative carpentry work (including siding repairs, doors, and windows) and painting of the Steele Farm barn.

ARTICLE 25 CONSERVATION TRUST FUND

(Majority vote required)

I move to transfer from free cash the sum of Five Thousand (\$5,000), said sum to be transferred to the Town's Conservation Trust Fund.

ARTICLE 26 ZONING BYLAW AMENDMENT – ADD SECTION 7900 TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS

(Two-thirds vote required)

I move to amend the Town's Zoning Bylaw by adding a new Section 7900, Temporary Moratorium On Medical Marijuana Treatment Centers, that would provide as follows, and further to amend the Table of Contents to add Section 7900, "Temporary Moratorium on Medical Marijuana Treatment Centers", as printed in the Annual Town Meeting warrant under Article 26.

Section 7900 Temporary Moratorium on Medical Marijuana Treatment Centers

Section 7901 Purpose

By vote at the State election on November 6, 2012, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for medical purposes. The law provides that it is effective on January 1, 2013 and the State Department of Public Health is required to issue regulations regarding implementation within 120 days of the law's effective date. Currently under the Zoning Bylaw, a Medical Marijuana Treatment Center is not a permitted use in the Town of Boxborough and any regulations promulgated by the State Department of Public Health are expected to provide guidance to the Town in regulating medical marijuana, including Medical Marijuana Treatment Centers. The regulation of medical marijuana raises novel and complex legal, planning, and public safety issues and the Town needs time to study and consider the regulation of Medical Marijuana Treatment Centers and address such novel and complex issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of medical marijuana treatment centers and other uses related to the regulation of medical marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Medical Marijuana Treatment Centers so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to enact bylaws in a manner consistent with sound land use planning goals and objectives.

Section 7902 Definition

"Medical Marijuana Treatment Center" shall mean a "not-for-profit entity, as defined by Massachusetts law only, registered by the Department of Public Health, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers."

Section 7903 Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a Medical Marijuana Treatment Center. The moratorium shall be in effect through June 30, 2014. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of medical marijuana in the Town, consider the Department of Public Health regulations Regarding Medical Marijuana Treatment Facilities and related uses, and shall consider adopting new Zoning Bylaws to address the impact and operation of Medical Marijuana Treatment Centers and related uses.

ARTICLE 27 ZONING BYLAW AMENDMENT – AMEND SECTION 4003(1) RESIDENTIAL USES AND SECTION 4300 SPECIAL PERMITS IN TOWN CENTER DISTRICT AND DELETE SECTION 5004

(Two-thirds vote required)

I move to amend the Boxborough Zoning Bylaw Section 4003(1) Residential Uses to change two-family dwellings reserved exclusively for elderly occupancy from an allowed use to a special permit use in the Town Center District, as printed in the Annual Town Meeting warrant under Article 27.

4003(1) RESIDENTIAL USES	DISTRICTS						
	AR	R1	B	B1	OP	TC	IC
Two-family dwelling, reserved exclusively for elderly occupancy	SP	N	N	SP ¹	N	SP P	N

and further to amend Sections 4301, 4302, and 4303 of the Boxborough Zoning Bylaw to add the *bold, italicized* language and delete the strikethrough language as follows:

4301 Single-Family Dwellings and Two-Family Dwellings Reserved Exclusively for Elderly Occupancy in the Town Center District

In order to promote mixed uses in the Town Center District and to discourage the conversion of a majority of undeveloped Town Center land to residential uses, single-family dwellings *and/or two-family dwellings reserved exclusively for elderly occupancy* shall only be permitted *in the Town Center District* by special permit in conjunction with *non-residential commercial* development in a Mixed Use Development.

4302 Applicability

The Planning Board shall be the special permit granting authority for single-family dwellings *and two-family dwellings reserved exclusively for elderly occupancy* in the Town Center *District*. Single-family dwellings in existence prior to the effective date of this Bylaw shall not be subject to this Bylaw nor shall any extension or alteration to any existing single-family dwelling or a single-family dwelling previously approved under this Bylaw, provided that such extension or alteration complies with the applicable dimensional requirements of the Zoning Bylaw. Building permits for new single-family dwellings *and/or two-family dwellings reserved exclusively for elderly occupancy* may be withheld unless *the* dwellings comply with the provisions of the Bylaw and any special permit rendered hereunder.

New single-family dwellings *and/or two-family dwellings reserved exclusively for elderly occupancy* may only be permitted *in the Town Center District* as part of a Mixed Use Development. Mixed Use Developments may include any use permitted as of right in the Town Center District, or any use for which a special permit has been granted by the Board of Appeals. ~~as well as single family dwellings.~~

4303 Criteria

Prior to the issuance of a special permit for single-family dwellings, *and/or two-family dwelling reserved exclusively for elderly occupancy* in a Mixed Use Development, the Planning Board shall find the following:

- (1) The proposal is consistent with the current Master Plan;
- (2) The proposal meets all the applicable dimensional requirements of the Zoning Bylaw;
- (3) The proposed commercial uses are compatible with *the* ~~single-family~~ residential uses;
- (4) No more than 30 percent of the Gross Floor Area of the Mixed Use development may be used for *residential* ~~single-family~~ purposes;

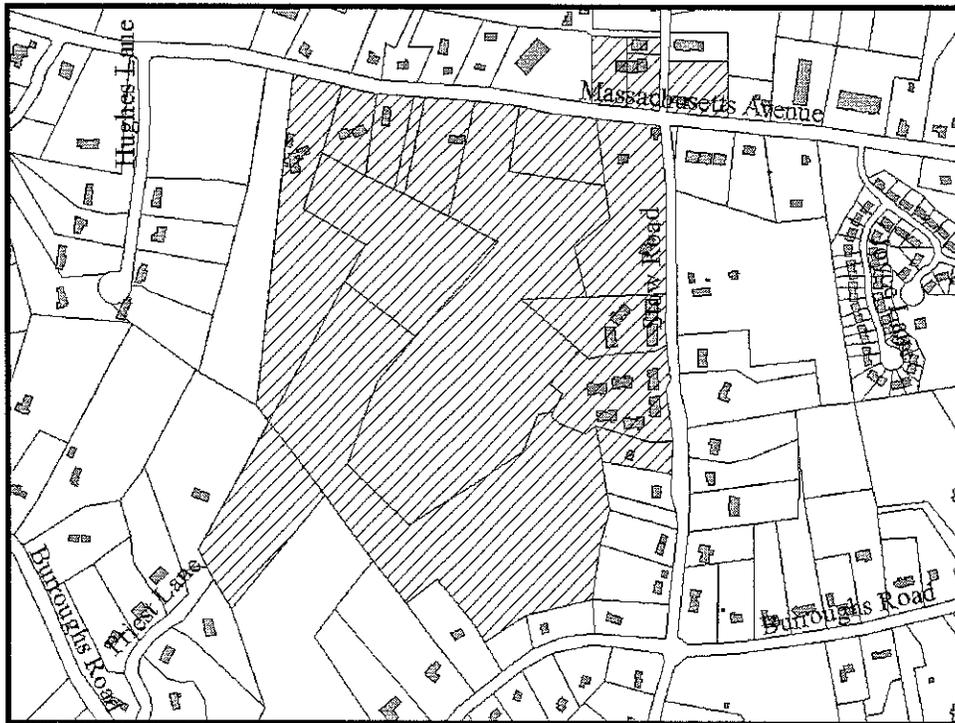
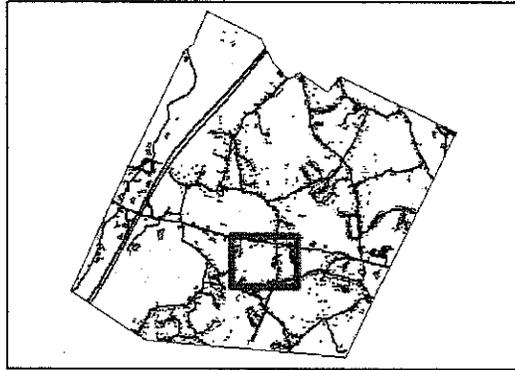
- (5) The commercial development will be constructed at the same or greater pace than the residential development on a square footage basis;
- (6) Each single-family dwelling is located on its own lot;
- (7) Buildings meet the architectural standards in Section 80076(9) for the Town Center District.

and further to delete subsection (1) of Section 5004 of the Boxborough Zoning Bylaw, as follows:

~~5004—*Supplementary Intensity Regulations*~~

- ~~(1) For multi family dwelling in TC district reserved exclusively for elderly occupancy, density not to exceed 10 units/80,000 sq. ft. land area.~~

Town Center District



ARTICLE 28 ZONING BYLAW AMENDMENT – AMEND SECTION 4107 ACCESSORY APARTMENT

(Two-thirds vote required)

I move to amend the Boxborough Zoning Bylaw Section 4107 Accessory Apartment by adding the *bold, italicized* language and deleting the strikethrough language as printed in the Annual Town Meeting warrant under Article 28.

4107 Accessory Apartment

As provided herein, the ***Building Inspector*** Planning Board may grant ~~in the 1st year up to 20 permits and thereafter~~ a total of 5 permits each calendar year for accessory apartments meeting the requirements set forth herein. An additional dwelling unit may be allowed as an accessory apartment in a single-family dwelling or existing accessory building located on a lot with a single-family dwelling for the purpose of providing small additional dwelling units without adding to the number of buildings in the Town or substantially altering the appearance of buildings, the neighborhood, or the Town; increasing the range of housing accommodations; encouraging a greater diversity of population; and encouraging a more efficient and economic use of existing housing stock by enabling owners of single-family dwellings larger than required for their present needs to share space while maintaining the single-family appearance and character of buildings, the neighborhood, and the Town.

(1) *Accessory Apartments Allowed By Building Permit and Certificate of Use and Occupancy*

The ***Building Inspector*** Planning Board may grant a ***building permit and a Certificate of Use and Occupancy*** ~~Special Permit~~ for an accessory apartment provided that:

- (a) The accessory apartment is attached to or within a single-family dwelling, or is within a detached accessory structure in existence on or before March 8, 2007 and,
- (b) provided that all of the following additional requirements are met:
 - 1. No more than one accessory apartment may be located on the lot.
 - 2. The accessory apartment shall be a use secondary and incidental to the single family dwelling on the lot, and shall contain no more than 600 square feet of habitable space.
 - 3. The accessory apartment shall contain no more than 3 rooms, excluding hallways, bathrooms and closets.
 - 4. ~~Either~~ The single-family dwelling ~~and~~ the accessory apartment shall be occupied by *either* the owner of the lot, *the owner's family members, or in-home care providers for said owner or their family members*. For the purposes of this section, the "owner" shall be one or more individuals holding legal or beneficial title to said lot and for whom the dwelling is the primary residence for voting and tax purposes.
 - 5. The private water and on-site sewage disposal systems shall be adequate to serve both the existing single-family dwelling and the accessory apartment.
 - 6. Any entrance required by the inclusion of an accessory apartment shall be clearly secondary to the main entrance of the primary dwelling unit.
 - 7. Any modification to the existing entrances on the front facade of the single-family dwelling shall result in the appearance of a single main entrance.
 - 8. Two (2) off-street parking spaces shall be provided for the accessory apartment.

9. Curb cuts for the lot shall be limited to those already in existence on or before March 8, 2007, or for new construction, shall be limited to one.
- ~~10. The accessory apartment shall be occupied only by the owner(s) of the lot, their family members, or in-home care providers for said owner(s) or their family members.~~
101. The number of occupants in the accessory apartment shall be limited to three people.

ARTICLE 29 GENERAL BYLAW AMENDMENT – AMEND FINANCE COMMITTEE BYLAW
(Majority vote required)

I move to amend Section 1 of the Finance Committee Bylaw by adding the ***bold, italicized*** language and deleting the strikethrough language as printed in the Annual Town Meeting warrant under Article 29.

Section 1. There shall be a Finance Committee, as authorized by the General Laws, Chapter 39, section 16, consisting of ***no fewer than five (5) and no more than nine (9) members, all of whom shall be citizens registered voters*** of the Town, ~~other than Town officers, appointed or elected.~~ ***No appointed or elected official of the Town, except for a member serving on the Personnel Board, Capital Budget Committee, Affordable Housing Trust or a building or public works committee, shall be eligible to serve simultaneously on the Finance Committee. Commencing on the effective date of this bylaw, the*** The Moderator shall appoint nine (9) members the first year, ~~three (3) for a term of three (3) years, three (3) for a term of two (2) years, and three (3) members for a term of one (1) year, and thereafter three (3) members~~ ***to staggered terms*** each year for a term of three (3) years, ~~the terms of said members to expire on the last day of June.~~ ***A quorum of the Finance Committee shall be a majority of the number of members currently serving.*** No committee member shall serve for more than three (3) consecutive terms. Any member of said Committee who shall be appointed or elected to Town office or a committee or board other than the Personnel Board, Capital Budget Committee, Affordable Housing Trust or a building or public works committee shall forthwith upon his qualification in such office, and any member who shall remove from the Town shall upon such removal, cease to be a member of said Committee. Members absent from one-third of the regular meetings in any calendar year may be removed by a two-thirds vote of the other members, present and voting. Said Committee shall choose its own officers. The members of said Committee shall serve without salary.

As amended, Section 1 shall read:

There shall be a Finance Committee, as authorized by the General Laws, Chapter 39, section 16, consisting of no fewer than five (5) and no more than nine (9) members, all of whom shall be registered voters of the Town . No appointed or elected official of the Town, except for a member serving on the Personnel Board, Capital Budget Committee, Affordable Housing Trust or a building or public works committee, shall be eligible to serve simultaneously on the Finance Committee. Commencing on the effective date of this bylaw, the Moderator shall appoint members to staggered terms. A quorum of the Finance Committee shall be a majority of the number of members currently serving. No committee member shall serve for more than three (3) consecutive terms. Any member of said Committee who shall be appointed or elected to Town office or a committee or board other than the Personnel Board, Capital Budget Committee, Affordable Housing Trust or a building or public works committee shall forthwith upon his qualification in such office, and any member who shall remove from the Town shall upon such removal, cease to be a member of said Committee. Members absent from one-third of the regular meetings in any calendar year may be removed by a two-thirds vote of the other members, present and voting. Said Committee shall choose its own officers. The members of said Committee shall serve without salary.

ARTICLE 30 GENERAL BYLAW AMENDMENT – AMEND DOG CONTROL BYLAW

(Majority vote required)

I move to amend the Dog Control Bylaw by adding the ***bold, italicized*** language and deleting the strikethrough language as printed in the Annual Town Meeting warrant under Article 30, and further, by deleting

~~"Go at large:" any dog shall be deemed at large if said dog is outside the boundaries of the property of its owner or keeper and not under the direct care and control of a person demonstrating the ability to properly care and control the animal.~~

A. Underlying Philosophy:

All citizens are entitled to fully enjoy their property and the public ways and lands. Those citizens who own or keep dogs are entitled to enjoy their animals, but only to the extent that such animals do not unreasonably impinge upon the activities of other persons.

B. Bylaw:

No person owning or keeping any dog in the Town of Boxborough shall permit the animal to go at large to the injury or nuisance of others *or to constitute a nuisance or danger in any other way. Any dog shall be deemed at large if said dog is outside the boundaries of the property of its owner or keeper and not under the direct care and control of a person demonstrating the ability to properly care and control the animal.*

C. Responsibility for Enforcement:

Responsibility for enforcing the bylaw and the provisions of the General Laws concerning dogs in Chapter 140 is vested with the ~~Dog Officer~~ ***Animal Control Officer – Dogs and Cats***, any police officer of the Town of Boxborough, in an emergency, or any other person so appointed by the Board of Selectmen. ***In addition to any powers or authority granted under Chapter 140 of the General Laws, in*** order to carry out this responsibility effectively they are empowered to:

1. Consider all complaints that the bylaw or other provisions of the General Laws relating to dogs have been violated;
2. Catch and impound dogs, order dogs muzzled or restrained, dispose of dogs ***in accordance with applicable provisions of Chapter 140 of the General Laws***, issue citations for violations of the bylaw, or take such other actions as shall be necessary to enforce the bylaw and the provisions of the General Laws, ***including filing a complaint with the selectmen pursuant to M.G.L. Chapter 140, Section 157.***
3. Any person may make a written complaint to the selectmen that any dog owned or kept within the Town of Boxborough is a nuisance ***Nuisance Dog or a Dangerous Dog***, as ***those terms are*** defined in ~~Section F of this bylaw.~~ ***M.G.L. Chapter 140, Section 157.*** The Board of Selectmen shall investigate or cause to be investigated such complaint, including an examination ~~on~~ ***under*** oath of the complainant ***at a public hearing in the municipality to determine whether the dog is a Nuisance Dog or a Dangerous Dog***, and ~~may shall~~ ***shall*** make such order concerning the restraint or disposal of such dog as ~~may be deemed necessary.~~ ***provided in M.G.L. c.140, Section 157.*** Violations of such orders shall be subject to the enforcement provisions of ~~Section D this bylaw~~ ***M.G.L. Chapter 140, Section 157 and 157A, Section D of this bylaw and/or any other remedy available at law or equity.***

D. Fines

~~The provisions of Non-Criminal Disposition,~~ *In accordance with M.G.L. Chapter 140, Section 173A, and General Law M.G.L. Chapter 40, Section 21D, Non-Criminal Disposition Fines* may be used to enforce this bylaw. The ~~Dog Officer~~ *Animal Control Officer – Dogs and Cats*, any police officer of the Town of Boxborough or any other person so appointed by the Board of Selectmen may issue notices of violation of bylaw. The fines for such violations, per dog, shall be as follows:

First offense:	Written warning, no fine
Second offense:	Fifteen Dollars (\$15.00) Fifty Dollars (\$50.00)
Third offense:	Twenty-five Dollars (\$25.00) Sixty Dollars (\$60.00)
Subsequent offenses:	Fifty Dollars (\$50.00) One Hundred Dollars (\$100.00) for each offense.

~~Further, if the owner or keeper of a dog be a minor, the parent or guardian of such a minor shall be held liable for any violation of this bylaw.~~

Fines shall be paid to the Town of Boxborough before redemption of the dog, if impounded, or within twenty-one (21) days of issuance of the imposed fine when impoundment has not occurred. An owner or keeper of any dog so impounded for violation of this bylaw shall, in addition to any applicable fees and penalties, pay the ~~commercial kennel or animal hospital~~ **Animal Control Officer – Dogs and Cats** a boarding charge of not less than ~~ten dollars (\$10.00)~~ **forty dollars (\$40.00)** per day while such animal is impounded, nor more than the actual cost for the boarding and care of such animal in any commercial kennel or animal hospital.

The Town may enforce this Bylaw or enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

E. Violation Abatement or Good Behavior Abatement

After a period of three (3) years from the date of the last violation, any subsequent offenses will be treated as new offenses under Section D.

~~F. Definitions of Terms Used in Dog Control Bylaw~~

"Go at large:" any dog shall be deemed at large if said dog is outside the boundaries of the property of its owner or keeper and not under the direct care and control of a person demonstrating the ability to properly care and control the animal.

~~"Nuisance:" any dog shall be deemed a nuisance for, but not limited to, the following reasons:~~

- ~~• biting, attacking or threatening the health or safety of any person while said dog is on property other than that of the owner or keeper~~
- ~~• exhibiting a vicious disposition or excessive barking or other disturbance~~
- ~~• chasing, jumping upon, or running into any person on foot, on bicycle or on other non-motorized conveyance on property other than that of the owner or keeper~~
- ~~• chasing or jumping upon any vehicle on a public way~~
- ~~• attacking, killing or maiming any pet, domestic animal, farm animal, livestock, fowl or protected wild game while said dog is on property other than that of the owner or keeper~~
- ~~• damaging property other than that of the owner or keeper~~
- ~~• defecating on property other than that of the owner or keeper, unless said owner or keeper promptly picks up after the dog~~
- ~~• running free on school property during school hours; except those animals certified by the Massachusetts Commission for the Blind or the Director of the Office of Deafness to assist the visually or hearing impaired, which shall be deemed to be exempt from this provision.~~

ARTICLE 31 GENERAL BYLAW AMENDMENT – AMEND DOG LICENSING BYLAW

(Majority vote required)

I move to amend the Dog Licensing Bylaw by adding the ***bold, italicized*** language and deleting the strikethrough language as printed in the Annual Town Meeting warrant under Article 31.

Section 1. All dogs ***six months or older*** in the Town of Boxborough shall be licensed by the Town Clerk ***annually*** beginning January 1st and not later than March 10th of each calendar year. Upon receipt of payment of the licensing fee, the Town Clerk shall issue a license and a tag. The tag, along with current rabies tag, shall be worn by the dog on a collar or harness when the dog is off its ~~owner's~~ ***owners*** or keeper's property. ***The License Period shall be January 1 to December 31 of each calendar year.***

Section 2. Fees for dog licenses are:

<i>Spayed/Neutered</i>	\$10.00
<i>Un-neutered Intact</i>	\$15.00
<i>Kennel up to 4 dogs</i>	\$25.00
<i>Kennel 5 - 10 dogs</i>	\$50.00
<i>Kennel 11+ dogs</i>	\$75.00

Section 3. Any person who is the owner or keeper of a dog in the Town of Boxborough and who fails to license said dog by the March 10 deadline in any year, shall be subject to a penalty of ~~five (\$5.00)~~ ***fifty dollars (\$50.00)*** ***per dog*** to be payable to the Town Clerk upon demand by the ~~Dog Officer~~ ***Animal Control Officer – Dogs and Cats***, in addition to the license fee; and said penalty is to be paid to the ~~Dog Officer~~ ***Animal Control Officer – Dogs and Cats*** as compensation by the Town Clerk. ***Any penalties collected pursuant to this section shall be deposited into the Dog License Fees Revolving Fund and may be paid to the Animal Control Officer – Dogs and Cats as compensation.***

Section 4. Any person who by March 20 fails to license a dog which is owned or kept in the Town of Boxborough shall be subject to a penalty of ~~twenty five (\$25.00)~~ ***seventy-five dollars (\$75.00)*** to be collected as provided in Section 3 of this bylaw ***per dog to be payable to the Town upon demand by the Animal Control Officer – Dogs and Cats, in addition to the license fee. Any penalties collected pursuant to this section shall be deposited into the Dog License Fees Revolving Fund and may be paid to the Animal Control Officer – Dogs and Cats as compensation.***

Section 5. Any person who by March 30 fails to license a dog which is owned or kept in the Town of Boxborough shall receive a demand from the ~~Dog Officer~~ ***Animal Control Officer – Dogs and Cats*** by certified ***and regular*** mail for immediate payment of the license fee, ~~\$25~~ ***one hundred dollars (\$100.00)*** fine ***per dog*** and the cost of the postage. ***Any penalties collected pursuant to this section shall be deposited into the Dog License Fees Revolving Fund and may be paid to the Animal Control Officer – Dogs and Cats as compensation.*** Those who continue to fail to comply with the provisions of this bylaw will have their names turned over to the Boxborough Police for enforcement and possible court action.

ARTICLE 32 ESTABLISH VETERANS TAX WORK OFF PROGRAM

(Majority vote required)

I move to accept G.L. c. 59, Section 5N, authorizing the Board of Selectmen to establish a program to allow Veterans who qualify for participation to volunteer to provide services to the Town in exchange for a reduction in the real property tax obligations of that veteran on the veteran's tax bills, in addition to any exemption or abatement to which that person is otherwise entitled, not to exceed \$1,000.00 and not to exceed the current minimum wage of the Commonwealth per hour; and further to see if the Town will vote to adjust the exemption by

- 1) allowing an approved representative for persons physically unable to provide such services to the Town; or
- 2) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given year, rather than \$1,000.00.

CONSENT AGENDA – BOS CHAIR, LES FOX

[This assumes that none are held]

I move to approve the consent agenda, articles 33 through 35, inclusive, as printed in the Annual Town Meeting warrant under articles 33 through 35 inclusive.

IF ANY ARE HELD, THE MOTIONS WOULD BE AS NOTED ON THE PAGES THAT FOLLOW

ARTICLE 33 PERSONAL REAL ESTATE EXEMPTIONS**

(Majority vote required)

I move to accept Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1988, providing for an increase of up to 100% of the underlying statutory amount in certain property tax exemptions for qualifying senior citizens, disabled veterans, and other individuals.

ARTICLE 34 CHAPTER 90 HIGHWAY REIMBURSEMENT PROGRAM**

(Majority vote required)

I move to authorize the Board of Selectmen to accept Highway funds from the Commonwealth of Massachusetts and that such funds are hereby appropriated for the purpose of providing highway improvements under the authority of Chapter 90 of the general laws, and any other applicable laws.

ARTICLE 35 DEPARTMENTAL REVOLVING FUNDS RE-AUTHORIZATION**

(Majority vote required)

I move to reauthorize revolving accounts previously established by vote of the Town under Massachusetts General Laws, Chapter 44, Section 53E ½, for the following purposes: electrical inspection fees; plumbing/gas inspection fees; firearms permits fees; library fees, fines and penalties, dog licensing fees and penalties; sale of trees and other wood, farm products & leasing and rental fees; preschool tuition; fees associated with the regulation of the local Wetland Bylaw; fares and reimbursement from Montachusett Regional Transit Authority (MART); annual fire alarm service fees; rental of Community Gardens' plots; fees collected from the Planning Board for applications to modify existing parcel boundaries and/or the creation of new parcels and copying fees; field permitting fees; said fees of the revolving accounts to be expended by the authorized entity without further appropriation.

Revolving Fund	Authority to Spend Funds	Revenue Source	Use of Funds	FY 14 Spending Limit	Disposition for FY 14 Fund Balance
Electrical Inspection	Building Inspector	Electrical inspection fees	To pay Electrical Inspector for inspections conducted by him	\$50,000	Carryover to FY 2015 to pay for inspections for permits not yet completed
Plumbing & Gas Inspection	Building Inspector	Plumbing/gas inspection fees	To pay the Plumbing/Gas Inspector for inspections conducted by him	\$15,000	Carryover to FY 2015 to pay for inspections for permits not yet completed
Firearms Permits	Police Chief	Firearms Permits fees	To defray expenses for cost of administering firearms licensing program	\$2,000	Carryover to FY 2015 to pay for expenses not yet completed
Library Fines	Library Director	Library fees, fines & penalties	To defray costs of library material acquisitions/ services	\$7,500	Carryover to FY 2015 to pay for expenses not yet completed
Dog License Fees	Town Clerk	Dog licensing fees & penalties	To defray expenses related to licensing, damage to livestock and fowl, and penalties paid to the Animal Control Officer – Dogs & Cats	\$4,000	Carryover to FY 2015 to pay for expenses not yet completed
Steele Farm	Steele Farm Advisory Committee, by majority vote	Sale of trees & other wood, farm products & leasing and rental fees	To defray related expenses of the Steele Farm	\$10,000	Carryover to FY 2015 to pay for expenses not yet completed
Preschool Program	Blanchard Memorial School Business Manager under direction of Boxborough School Committee & Blanchard Memorial School Superintendent	Tuition	To defray Program expenses	\$50,000	Carryover to FY 2015
Conservation Commission	Conservation Commission within the administrative procedures established by the Board of Selectmen, and by majority vote of the	Fees associated with the regulation of the local Wetland Bylaw	To defray expenses directly attributable to local Wetland Bylaw regulatory activities (excluding legal expenses)	\$20,000	Carryover to FY 2015 to pay for expenses not yet completed

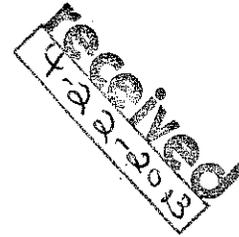
Revolving Fund	Authority to Spend Funds	Revenue Source	Use of Funds	FY 14 Spending Limit	Disposition for FY 14 Fund Balance
	Commission				
Senior Van	Town Administrator	Fares and reimbursement from Montachusett Regional Transit Authority (MART)	To defray expenses associated with the operations of the senior van	\$4,000	Carryover to FY 2015 to pay for expenses not yet completed
Fire Alarm System Maintenance	Fire Chief	Annual fire alarm service fees	To defray expenses related to the operation & maintenance of the fire alarm monitoring systems	\$4,100	Carryover to FY 2015 to pay for expenses not yet completed
Community Gardens	Agricultural Commission, by majority vote	Rental of plots	Management & care of Community Gardens	\$2,000	Carryover to FY 2015 to pay for expenses not yet completed
GIS Assessor Maps	Town Administrator	Fees collected from the Planning Board for applications to modify existing parcel boundaries and/or the creation of new parcels and copying fees	To defray expenses associated with the updating of the GIS Assessor maps and related expenses	\$5,000	Carryover to FY 2015 to pay for expenses not yet completed
Field Permitting Fees	Town Administrator	Field permitting fees	Management and care of fields and permit administration	\$20,000	Carryover to FY 2015 to pay for expenses not yet completed

7a

VBoS
TA

To: Phyllis Tower, Dog Officer

From: Norman Hanover
71 Boxmill Road
Boxborough, MA



CC: Board of Selectmen
Selina Shaw, Town Administrator

Date: April 22, 2013

On Friday morning at 9:30 my wife and I were walking on Guggins Lane when a large yellow dog aggressively approached us from 72 Guggins Lane. The home owner, Joe Crowley, came out and took the dog away. The dog had a collar and retractable leash but no one was holding the leash. Crowley was doing yard work when the dog left his property.

When I mentioned to Crowley that the Town did not have a leash law but that dogs need to be under the owner's control, Crowley swore at my wife and me. This included the F*** bomb. I told him that swearing was inappropriate behavior. There was no apology for the dog.

Unfortunately this is not the first problem my wife and I have had with this dog. Although the dog is seldom out alone, on at least 2 other occasions the dog has run at me aggressively, jumped on me and drawn blood with its claws. After the last incident this was reported to the dog officer.

This letter is a request for the Town and dog owner to better restrain this dog in accordance with the Boxborough Dog Control Bylaw. The dog and its owner have not been in compliance with the following sections of the Bylaw:

B. Bylaw:

No person owning or keeping any dog in the Town of Boxborough shall permit the animal to go at large to the injury or nuisance of others.

"Nuisance:" any dog shall be deemed a nuisance for, but not limited to, the following reasons:

- biting, attacking or threatening the health or safety of any person*
- chasing, jumping upon, or running into any person on foot, on bicycle or in a vehicle*

Accompanying this letter is a copy of the Boxborough "Complaint – Vicious or Barking Dog" form.

TOWN OF BOXBOROUGH



COMPLAINT
VICIOUS or BARKING DOG
M.G.L. Chapter 140 § 157

TO: Phyllis Tower, Dog Officer
29 Middle Road
Boxborough, MA

Date: April 22, 2013

RE: Dog's name: Shelby
Description: (breed,color,etc.): tan retriever
Name of Person who owns or harbors: Joe Crowley
Address (if known): 72 Guggins Lane

I, Norman Hanover, of 71 Box mill Road, Boxborough MA make a
[name] [address] [town/city]

complaint that a dog or dogs described above, constitute a nuisance because (Select **all** that apply) :

- It has a vicious disposition - State facts here: On April 19 the dog charged my wife and I while we were walking on Guggins Lane
- It barks excessively - State facts here: _____
- It causes the following other disturbances - State facts here: Previously the dog charged me, jumped on me and broke my skin with its claws.
- It is a source of annoyance to a sick person residing in the vicinity.

Sick Person's name: _____

Sick Person's Address: _____

State facts here: _____

Please use the back of this document if you need to provide further information.

I, therefore, respectfully request that an investigation be undertaken pursuant to the provisions of Massachusetts General Law Chapter 140 § 157, resulting in the issuance of any order necessary to abate the above-noted nuisance. I understand that this obligates me to attend a hearing and provide testimony under oath and I intend to make myself available for this purpose.

This complaint is made under the pains and penalties of perjury.

Complaint's signature: N. Hanover

Phone (H): 978-263-3250 (W): _____

7b

Selina S. Shaw

From: AB [ab1712@yahoo.com]
Sent: Tuesday, April 23, 2013 2:24 PM
To: Selina S. Shaw
Subject: Request for Parade Permits

Dear Selina:

The Public Celebrations Committee requests from the Board of Selectmen permits for this year's Memorial Day and Fifer's Day parades. Also requested is the waiver of any and all fees.

Both parades are being planned to duplicate the recent routes and times. For Memorial Day we will follow the drop off plan used last year that included dropping off marchers at Picnic/Hill or Middle/Hill. This approach greatly reduced traffic and safety issues and is supported by Chief Ryder as well.

Memorial Day (May 27 this year) steps off at 8:30am from Hill Rd at Wetherbee Lane and pauses at North Cemetery, then proceeds down Middle Rd. to Town Hall for another reflection before continuing across Massachusetts Avenue and on to South Cemetery for the final part of the observance. Fifer's Day (June 15) leaves the Police, Fire, School area of Mass. Ave. at 11:00 heading to Stow Rd. and proceeds down Stow Rd. and onto Flerra Meadows.

We thank the Board for their consideration and look forward to their participation in both events as well.

For the PCC,
Trena Minudri, Chair

Application for Permit to Access State Highway

This Access Permit Application, including the attached Access Permit Submittal Checklist, must be completed in full by the Applicant. Instructions for this page are located on page 2. Descriptions of the two types of access permits and related categories are located on page 6. MassHighway will make the final determination regarding Access Permit Application type and category.

1. Town/City: BOXBOROUGH
2. State Highway route number and/or name: Route 111 - Massachusetts Avenue
3. Locns/Property Address: Intersection of Route 111 - Mass.Ave and Middle and Stow Roads, Boxborough, MA 01719
4. Description of property and/or facility for which access is sought (attach additional sheets if necessary):
To close Route 111/Mass.Ave. for approximately 10-15 minutes for our Town's annual Memorial Day Parade on Monday, May 27, 2013.
The parade will start off at 8:30 a.m. from Hill Road at Wetherbee Lane, pauses at N. Cemetery, and then proceeds down Middle Road to Town Hall, across
Massachusetts Avenue (Route 111) to Stow Road, ending at South Cemetery at approximately 10:00 a.m.
5. Description of work to be performed within State Highway Layout (attach additional sheets if necessary):

6. Dig Safe number: N/A

7. Applicant Information ¹ (See footnote below.)
 Name Selina S. Shaw, Town Administrator
(on behalf of the Town of Boxborough)
 Mailing Address 29 Middle Road
Boxborough, MA 01719
 Telephone 978-263-1116 x 101
 Fax 978-264-3127
 Email selina.shaw@town.boxborough.ma.us
 Signature _____
 Print Name Selina Shaw
 Date _____

8. Property Owner
 Name _____
 Mailing Address _____
 Telephone _____
 Fax _____
 Email _____
 Signature _____
 Print Name _____
 Date _____

Return completed application, including Submittal Checklist, to the District Highway Director for your town/city. Refer to reverse side for appropriate address.

For office use only. Do not write below this line.

- | | |
|--|--|
| 1. Application number: _____ | 6. Section 61 Finding date: _____ |
| 2. Date received: _____ | 7. Mass. Historic Action (yes or no) _____ |
| 3. Fee amount (non-refundable): _____ | 8. Plans returned to DHD: _____ |
| 4. Completeness Pre-Review date: _____ | 9. Permit Type/Category: _____ |
| 5. MEPA required (yes or no) _____ | 10. Application complete date: _____ |
| ENF-EOEEA Cert. # _____ | 11. Permit written date: _____ |
| EIR-EOEEA Cert. # _____ | 12. Permit issued date: _____ |
| Other-EOEEA Cert. # _____ | 13. Permit denied: _____ |
| | 14. Permit Recording date at Registry of Deeds _____ |

**Instructions for completing
Application for Permit to Access State Highway**

GENERAL INSTRUCTIONS

MassHighway is granted authority to issue State Highway Access Permits by M.G.L. Chapter 81, Section 21. MassHighway adopted 720 CMR 13.00 under the authority of M.G.L. c.81, §21 and M.G.L. c.85 §2. 720 CMR 13.00 supersedes the Standard Operating Procedures for Review of State Highway Access Permits dated November 30, 1971 and board vote of September 17, 1991.

ACCESS is generally defined but not limited to:
Any physical work performed within the State Highway Layout.

This application governs issuance of the two types of access permit Applications, Non-Vehicular and Vehicular, which are issued under three categories:

- Category I** Minor Vehicle Access Permits
- Category II** Major Vehicular Access Permits
- Category III** Complex Vehicular Access Permits

Please refer to the **MassHighway Access Permit Submittal Checklist** for details regarding permit types and submittals required.

FEES:

A check payable to **MassDOT** for the appropriate permit application fee must accompany the permit application. Fees are non-refundable.

Fee schedule for Access and Utility Payments:

Residential Access Permits

5 units or less \$25.00
From 6 to 49 units \$100.00
Greater than 49 units \$2000.00

Non-Residential Access Permits

Less than 25,000 square feet \$500.00
From 25,000 to 300,000 square feet \$1000.00
From 300,000 to 750,000 square feet \$2000.00
Greater than 750,000 square feet \$3000.00

Non-Municipal Utility Permits not in conjunction with Access Permits:

Annual blanket utility permit \$500.00
Capital improvements to a utility \$500.00

SPECIFIC INSTRUCTIONS (print or type)

Line 1:

List Name of municipality in which access is sought.

Line 2:

List name or number of State Highway Route(s) to which access is sought.

Line 3:

List Locus/Property address.

Line 4:

Describe property and/or facility. If access is sought under Category II above, briefly describe facility for which access is sought.

Example 1: Private single family residence at 100 State Road. Approximate size of proposed building 2500 s.f. Approximate lot size 0.75 acres.

Example 2: 500,000 s.f. enclosed shopping mall adjacent to State Route I-290 and Route 20. Approx lot size 67 acres.

Line 5:

Briefly describe the proposed work to be performed within the State Highway Layout.

Example 1: Remove 50 feet of existing granite curb on south side of highway in order to construct driveway access and modify the roadway geometry to accommodate left-hand turn.

Example 2: Excavate 10 foot x 10 foot section of roadway at Station 100+00 in westbound lane in order to install water service to residence at 100 State Street.

Line 6:

A Dig Safe number must be provided if the work will commence within 30 days of the filing of the permit. **NOTE:** A Dig Safe number must be obtained by calling 1-888-DIG-SAFE (1-888-344-7233). If construction within the State Highway Layout does not commence within the period allowed by Dig Safe, a new number must be obtained prior to beginning construction. (www.digsafe.com)

Line 7:

Individual or business making application must complete the required information, including application date and signature.

Line 8:

Complete this section only if the individual or business making application is other than the property owner of the land for which the permit applies.

Return completed application, submittal checklist and fee to appropriate District Office listed below. Please contact the Permit Engineer at this address if additional information is required.

District One

270 Pittsfield Road
Lenox, MA 01240
Tel. (413) 637-5700
Fax (413) 637-0309

District Four

519 Appleton Street
Arlington, MA 02174
Tel. (781) 641-8300
Fax (781) 646-5115

District Two

811 North King Street
Northampton, MA 01060
Tel. (413) 582-0599
Fax (413) 582-0596

District Five

1000 County Street
Taunton, MA 02780
Tel. (508) 824-6633
Fax (508) 880-6102

District Three

403 Belmont Street
Worcester, MA 01604
Tel. (508) 929-3800
Fax (508) 799-9763

District Six

To be determined.

Highway Division Website:

www.massdot.state.ma.us/highway

Access Permit Submittal Checklist

GREY:
DOT
USE
ONLY

This checklist provides the Applicant with a list of required submittals to obtain an Access Permit. However, additional submittals may be required to issue an Access Permit. All Applicants must fill out Part A and one additional part that correlates to the selected application type. To help identify the application type, please see the descriptions on page 6. Check each box that pertains to your application. MassHighway will make the final determination regarding Access Permit Application type and category.

PART A: ALL APPLICANTS MUST FILL OUT

1. APPLICATION TYPE - CHECK ONE

NON-VEHICULAR:

Non-Vehicular - Fill out Part B

VEHICULAR:

Category I – Minor Vehicle Access Permits: Fill out Part C-I

Category II – Major Vehicle Access Permits: Fill out Part C-I and Part C-II

Category III – Complex Vehicle Access Permits: Fill out Part C-I and Part C-III

2. APPLICATION TYPE (Check all applicable boxes.)

Application complete

Permit corresponds to appropriate MassHighway District

Non-refundable check or money order in correct amount payable to: **MassDOT**

Evidence certifying property owner(s) consent

Notarized Applicant Letter outlining agent's duties and responsibilities (if applicable)

Utility department sign-off as the Applicant(s) (if applicable)

PART B: NON-VEHICULAR PERMITS

IF NO PHYSICAL MODIFICATION to state highway layout – i.e. parade, road race, traffic counts, etc.

Required Submittals:

Map of route

Traffic Management Plan (designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

Detour Plan(s) with municipal approval (if applicable)

IF DRAINAGE:

If requesting connection or discharge to any MassHighway drainage system, contact District Personnel for additional information regarding required submittals.

IF CONSTRUCTION, RELOCATION OR REPAIR OF UTILITIES:

Required Submittals:

EXISTING PROJECT: reference(s) to the documents and plans already filed with MassHighway for the affected project

NEW PROJECT/UTILITY WORK:

Required Submittals:

Engineered Plan(s) including method of crossing Highway

Traffic Management Plan (if applicable)

(Designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

Detour Plan(s) with municipal approval (if applicable)

Tree Cutting or Landscaping Plan (if applicable)

Vegetative Plan including plant species and maturity size (if applicable)

Blasting Plan (contact District Personnel for additional information)

GREY:
DOT
USE
ONLY

PART C-I: VEHICULAR PERMITS

CATEGORY I – Minor Vehicular Access Permits

Required Submittals:

- Engineering Plans
- ENF - (Environmental Notification Form) Certificate (if applicable)

IF RESIDENTIAL DRIVEWAY:

- Detailed plan/sketch showing the drive location in relation to the property lines, MassHighway baselines, distance from nearest mile marker, and an easily identifiable fixed object (distance from telephone poles, mail boxes, other drives, etc.).
- If severe topographic conditions exist, an engineered plan showing the driveway layout, profile and storm water management may be necessary to show that the edge of the proposed drive is protected during and after construction to prevent sediment and debris from entering upon the State Highway Layout (SHLO).

IF COMMERCIAL DRIVEWAY: (where no MEPA review is required)

Required Submittals:

- Two (2) 40 scale plans that include:
 - A. Route Number, Road Name, Property Address
 - B. Property Corners and Bounds
 - C. Lot Line Dimensions, Bearings and Distances
 - D. State Highway Layout Lines (both sides) and Nearest Massachusetts Highway Bounds (if found).
 - E. State Highway Baseline and both edges of roadway including any sidewalks and type of edging, if any, and shoulder information (grass, gravel etc.).
 - F. Any existing drive to be altered or closed shall be indicated. Existing and proposed dimensions should be included for altered drives.
 - G. Information on all proposed drives including radii, widths, handicap ramps, etc. must be shown.
 - H. All existing and proposed buildings, utilities, trees, stonewalls, fences etc., should be labeled and shown in their correct location.
 - I. It is required that all stands, buildings, gasoline pumps and structures of any kind be placed at least 12 feet back from the State Highway Layout Line, since conducting of business within a State Highway Layout is forbidden.
 - J. Complete detail on drainage; all drives should be constructed on a downgrade from the edge of the highway surface or shoulder to the State Highway Layout Line.
 - K. Engineered plans will be required to show that storm flows are not directed into the SHLO, using contour lines, where applicant/owner property elevations are raised from the edge of the highway.
 - L. The plans should identify measures to protect the edge of the proposed drive during and after construction to prevent sediment and debris from entering upon the SHLO.

IF NEW STREET/SUBDIVISION ROAD:

Minor Intersection and Roadway Reconstruction (where no MEPA review is required)

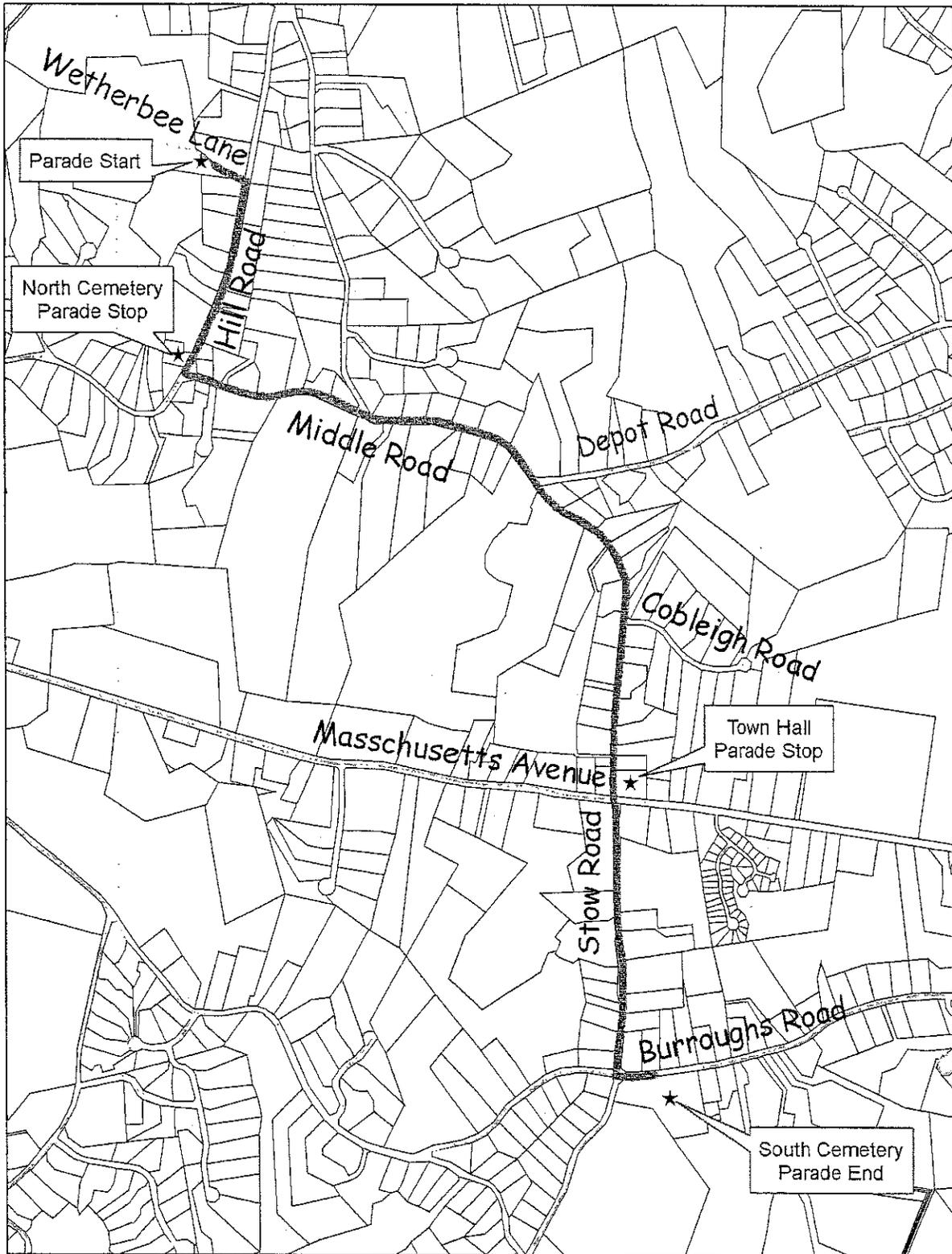
Required Submittals:

- All Commercial Driveway requirements (above) apply in addition to the following: Evidence of acceptance, including its line, grade and proposed drainage, by a local planning board, or other City or Town official with such authority.
- A street/road profile from its nearest high point and plan of drainage.

Please be advised:

- It will be required that all such future street approaches be constructed on a downgrade, where possible, from the edge of highway surface or shoulder to the State Highway Layout Line.
- Common driveway criteria may apply and must be shown on plans as mentioned above.

Town of Boxborough Memorial Day Parade



 Memorial Day Parade Route

Application for Permit to Access State Highway

This Access Permit Application, including the attached Access Permit Submittal Checklist, must be completed in full by the Applicant. Instructions for this page are located on page 2. Descriptions of the two types of access permits and related categories are located on page 6. MassHighway will make the final determination regarding Access Permit Application type and category.

1. Town/City: BOXBOROUGH
2. State Highway route number and/or name: Route 111 - Massachusetts Avenue
3. Locus/Property Address: Route 111 - Mass.Ave Boxborough, MA 01719
4. Description of property and/or facility for which access is sought (attach additional sheets if necessary):
To close Route 111/Mass.Ave. for approximately 15 minutes for our Town's annual Fifer's Day Parade on Saturday, June 15, 2013, with a rain date of June 16th.
The parade will step off at 11:00 a.m. from the Blanchard Memorial School, located on Route 111 (at 493 Mass. Ave.), and then proceed along Route 111 for
approximately one-half mile, then turn left onto Stow Road (crossing Route 111), where it will continue until it reaches Fiera Field at approximately 12:00 p.m.
5. Description of work to be performed within State Highway Layout (attach additional sheets if necessary):

6. Dig Safe number: N/A
7. Applicant Information ¹ (See footnote below.)
 Name Selina S. Shaw, Town Administrator
(on behalf of the Town of Boxborough)
 Mailing Address 29 Middle Road
Boxborough, MA 01719
 Telephone 978-263-1116 x 101
 Fax 978-264-3127
 Email selina.shaw@town.boxborough.ma.us
 Signature _____
 Print Name Selina Shaw
 Date _____
8. Property Owner
 Name _____
 Mailing Address _____
 Telephone _____
 Fax _____
 Email _____
 Signature _____
 Print Name _____
 Date _____

Return completed application, including Submittal Checklist, to the District Highway Director for your town/city. Refer to reverse side for appropriate address.

For office use only. Do not write below this line.

- | | |
|--|--|
| 1. Application number: _____ | 6. Section 61 Finding date: _____ |
| 2. Date received: _____ | 7. Mass. Historic Action (yes or no) _____ |
| 3. Fee amount (non-refundable): _____ | 8. Plans returned to DHD: _____ |
| 4. Completeness Pre-Review date: _____ | 9. Permit Type/Category: _____ |
| 5. MEPA required (yes or no) _____ | 10. Application complete date: _____ |
| ENF-EOEEA Cert. # _____ | 11. Permit written date: _____ |
| EIR-EOEEA Cert. # _____ | 12. Permit issued date: _____ |
| Other-EOEEA Cert. # _____ | 13. Permit denied: _____ |
| | 14. Permit Recording date at Registry of Deeds _____ |

¹ If an agent is representing an Applicant, the application must include a notarized letter from the Applicant outlining the specified duties and responsibilities of the agent. Where work is proposed on a utility, the utility department must sign the application as the Applicant(s).

**Instructions for completing
Application for Permit to Access State Highway**

GENERAL INSTRUCTIONS

MassHighway is granted authority to issue State Highway Access Permits by M.G.L. Chapter 81, Section 21. MassHighway adopted 720 CMR 13.00 under the authority of M.G.L. c.81, §21 and M.G.L. c.85 §2. 720 CMR 13.00 supersedes the Standard Operating Procedures for Review of State Highway Access Permits dated November 30, 1971 and board vote of September 17, 1991.

ACCESS is generally defined but not limited to:
Any physical work performed within the State Highway Layout.

This application governs issuance of the two types of access permit Applications, Non-Vehicular and Vehicular, which are issued under three categories:

- Category I Minor Vehicle Access Permits
- Category II Major Vehicular Access Permits
- Category III Complex Vehicular Access Permits

Please refer to the MassHighway Access Permit Submittal Checklist for details regarding permit types and submittals required.

FEES:
A check payable to **MassDOT** for the appropriate permit application fee must accompany the permit application. Fees are non-refundable.

Fee schedule for Access and Utility Payments:

Residential Access Permits

5 units or less	\$25.00
From 6 to 49 units	\$100.00
Greater than 49 units	\$2000.00

Non-Residential Access Permits

Less than 25,000 square feet	\$500.00
From 25,000 to 300,000 square feet	\$1000.00
From 300,000 to 750,000 square feet	\$2000.00
Greater than 750,000 square feet	\$3000.00

Non-Municipal Utility Permits not in conjunction with Access Permits:

Annual blanket utility permit	\$500.00
Capital improvements to a utility	\$500.00

SPECIFIC INSTRUCTIONS (print or type)

- Line 1:**
List Name of municipality in which access is sought.
- Line 2:**
List name or number of State Highway Route(s) to which access is sought.
- Line 3:**
List Locus/Property address.
- Line 4:**
Describe property and/or facility. If access is sought under Category II above, briefly describe facility for which access is sought.
- Example 1:* Private single family residence at 100 State Road. Approximate size of proposed building 2500 s.f. Approximate lot size 0.75 acres.
- Example 2:* 500,000 s.f. enclosed shopping mall adjacent to State Route I-290 and Route 20. Approx lot size 67 acres.
- Line 5:**
Briefly describe the proposed work to be performed within the State Highway Layout.
- Example 1:* Remove 50 feet of existing granite curb on south side of highway in order to construct driveway access and modify the roadway geometry to accommodate left-hand turn.
- Example 2:* Excavate 10 foot x 10 foot section of roadway at Station 100+00 in westbound lane in order to install water service to residence at 100 State Street.
- Line 6:**
A Dig Safe number must be provided if the work will commence within 30 days of the filing of the permit. NOTE: A Dig Safe number must be obtained by calling 1-888-DIG-SAFE (1-888-344-7233). If construction within the State Highway Layout does not commence within the period allowed by Dig Safe, a new number must be obtained prior to beginning construction. (www.digsafe.com)

- Line 7:**
Individual or business making application must complete the required information, including application date and signature.
- Line 8:**
Complete this section only if the individual or business making application is other than the property owner of the land for which the permit applies.

Return completed application, submittal checklist and fee to appropriate District Office listed below. Please contact the Permit Engineer at this address if additional information is required.

District One 270 Pittsfield Road Lenox, MA 01240 Tel. (413) 637-5700 Fax (413) 637-0309	District Four 519 Appleton Street Arlington, MA 02174 Tel. (781) 641-8300 Fax (781) 646-5115
District Two 811 North King Street Northampton, MA 01060 Tel. (413) 582-0599 Fax (413) 582-0596	District Five 1000 County Street Taunton, MA 02780 Tel. (508) 824-6633 Fax (508) 880-6102
District Three 403 Belmont Street Worcester, MA 01604 Tel. (508) 929-3800 Fax (508) 799-9763	District Six To be determined.

Highway Division Website:
www.massdot.state.ma.us/highway

Access Permit Submittal Checklist

GREY:
DOT
USE
ONLY

This checklist provides the Applicant with a list of required submittals to obtain an Access Permit. However, additional submittals may be required to issue an Access Permit. All Applicants must fill out Part A and one additional part that correlates to the selected application type. To help identify the application type, please see the descriptions on page 6. Check each box that pertains to your application. MassHighway will make the final determination regarding Access Permit Application type and category.

PART A: ALL APPLICANTS MUST FILL OUT

1. APPLICATION TYPE - CHECK ONE

NON-VEHICULAR:

Non-Vehicular - Fill out Part B

VEHICULAR:

Category I – Minor Vehicle Access Permits: Fill out Part C-I

Category II – Major Vehicle Access Permits: Fill out Part C-I and Part C-II

Category III – Complex Vehicle Access Permits: Fill out Part C-I and Part C-III

2. APPLICATION TYPE (Check all applicable boxes.)

Application complete

Permit corresponds to appropriate MassHighway District

Non-refundable check or money order in correct amount payable to: **MassDOT**

Evidence certifying property owner(s) consent

Notarized Applicant Letter outlining agent's duties and responsibilities (if applicable)

Utility department sign-off as the Applicant(s) (if applicable)

PART B: NON-VEHICULAR PERMITS

IF NO PHYSICAL MODIFICATION to state highway layout – i.e. parade, road race, traffic counts, etc.

Required Submittals:

Map of route

Traffic Management Plan (designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

Detour Plan(s) with municipal approval (if applicable)

IF DRAINAGE:

If requesting connection or discharge to any MassHighway drainage system, contact District Personnel for additional information regarding required submittals.

IF CONSTRUCTION, RELOCATION OR REPAIR OF UTILITIES:

Required Submittals:

EXISTING PROJECT: reference(s) to the documents and plans already filed with MassHighway for the affected project

NEW PROJECT/UTILITY WORK:

Required Submittals:

Engineered Plan(s) including method of crossing Highway

Traffic Management Plan (if applicable)

(Designed in accordance with the Road Flagger & Police Regulations: 701 CMR 7.00)

Detour Plan(s) with municipal approval (if applicable)

Tree Cutting or Landscaping Plan (if applicable)

Vegetative Plan including plant species and maturity size (if applicable)

Blasting Plan (contact District Personnel for additional information)

GREY:
DOT
USE
ONLY

PART C-1: VEHICULAR PERMITS

CATEGORY I - Minor Vehicular Access Permits

Required Submittals:

- Engineering Plans
- ENF - (Environmental Notification Form) Certificate (if applicable)

IF RESIDENTIAL DRIVEWAY:

- Detailed plan/sketch showing the drive location in relation to the property lines, MassHighway baselines, distance from nearest mile marker, and an easily identifiable fixed object (distance from telephone poles, mail boxes, other drives, etc.).
- If severe topographic conditions exist, an engineered plan showing the driveway layout, profile and storm water management may be necessary to show that the edge of the proposed drive is protected during and after construction to prevent sediment and debris from entering upon the State Highway Layout (SHLO).

IF COMMERCIAL DRIVEWAY: (where no MEPA review is required)

Required Submittals:

- Two (2) 40 scale plans that include:
 - A. Route Number, Road Name, Property Address
 - B. Property Corners and Bounds
 - C. Lot Line Dimensions, Bearings and Distances
 - D. State Highway Layout Lines (both sides) and Nearest Massachusetts Highway Bounds (if found).
 - E. State Highway Baseline and both edges of roadway including any sidewalks and type of edging, if any, and shoulder information (grass, gravel etc.).
 - F. Any existing drive to be altered or closed shall be indicated. Existing and proposed dimensions should be included for altered drives.
 - G. Information on all proposed drives including radii, widths, handicap ramps, etc. must be shown.
 - H. All existing and proposed buildings, utilities, trees, stonewalls, fences etc., should be labeled and shown in their correct location.
 - I. It is required that all stands, buildings, gasoline pumps and structures of any kind be placed at least 12 feet back from the State Highway Layout Line, since conducting of business within a State Highway Layout is forbidden.
 - J. Complete detail on drainage; all drives should be constructed on a downgrade from the edge of the highway surface or shoulder to the State Highway Layout Line.
 - K. Engineered plans will be required to show that storm flows are not directed into the SHLO, using contour lines, where applicant/owner property elevations are raised from the edge of the highway.
 - L. The plans should identify measures to protect the edge of the proposed drive during and after construction to prevent sediment and debris from entering upon the SHLO.

IF NEW STREET/SUBDIVISION ROAD:

Minor Intersection and Roadway Reconstruction (where no MEPA review is required)

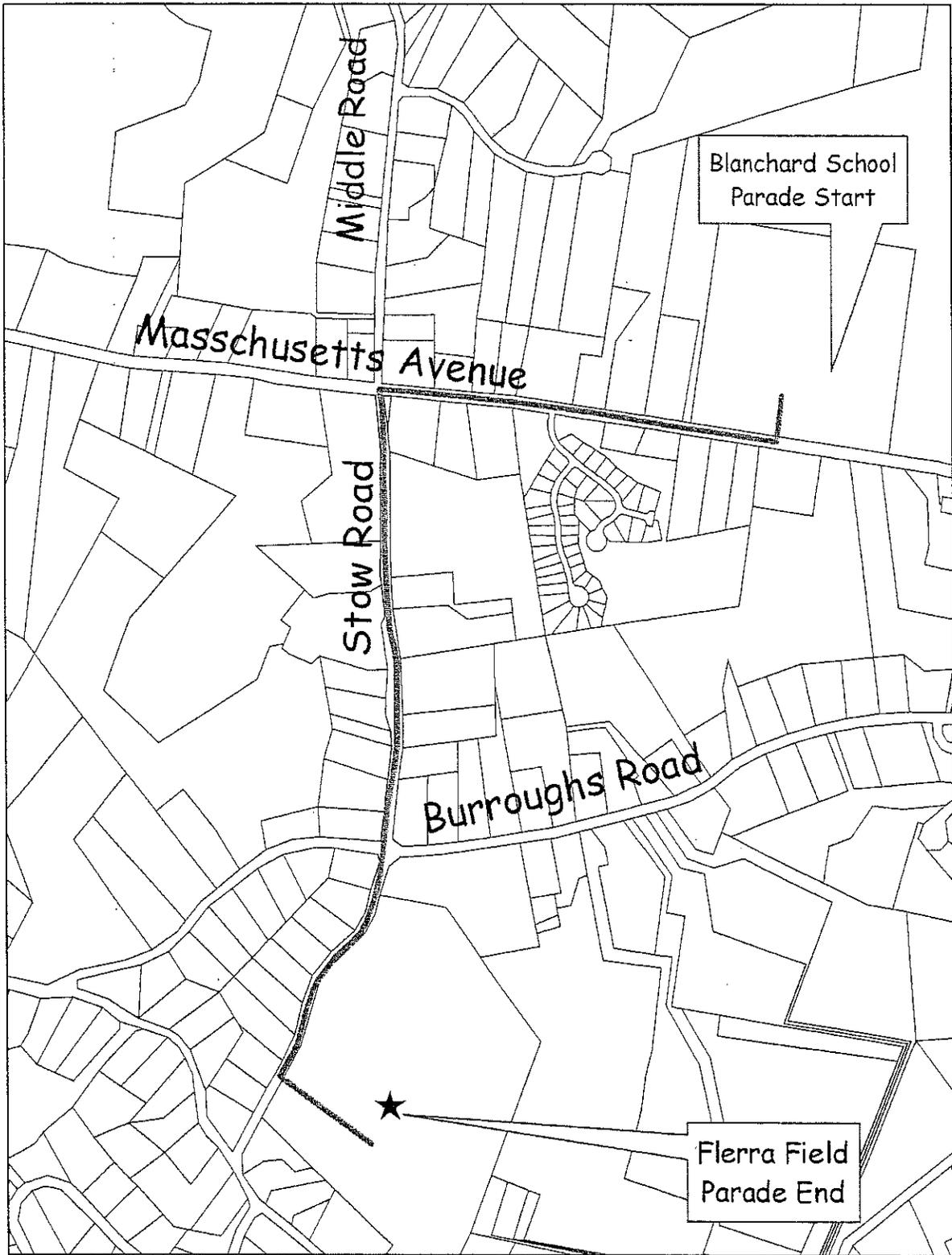
Required Submittals:

- All Commercial Driveway requirements (above) apply in addition to the following: Evidence of acceptance, including its line, grade and proposed drainage, by a local planning board, or other City or Town official with such authority.
- A street/road profile from its nearest high point and plan of drainage.

Please be advised:

- It will be required that all such future street approaches be constructed on a downgrade, where possible, from the edge of highway surface or shoulder to the State Highway Layout Line.
- Common driveway criteria may apply and must be shown on plans as mentioned above.

Town of Boxborough
Fifer's Day Parade



 Fifer's Day Parade Route



Town of Boxborough Police Department



Warren B. Ryder
Chief of Police

May 2, 2013

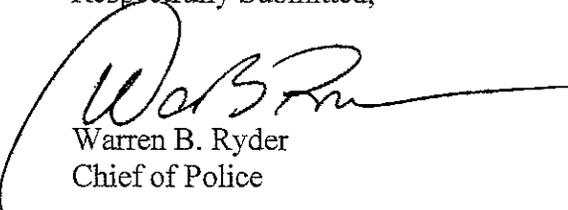
Massachusetts Department of Transportation
District #3
403 Belmont Street
Worcester, Massachusetts 01604

To Whom It May Concern:

In regards to Parade permits for the Town of Boxborough for Memorial Day and Fifer's Day, the Police Department has operational plans in place for both of these events. I have enclosed a copy of maps of the parade routes for both days as well as copies of our operational plans for these events. The plans show the police department staffing as well as the placement of personnel for pedestrian, traffic, and crowd control.

If you have any questions relative to this matter, please feel free to contact me anytime at the Boxborough Police Department.

Respectfully Submitted,


Warren B. Ryder
Chief of Police



Boxborough Police Department

520 Massachusetts Avenue
Boxborough, MA 01719

Business 978-263-2628

Fax 978-266-1510

www.boxboroughpolice.com



Warren B. Ryder
Chief of Police

Boxborough Police Department Operational Plan for Public Safety Memorial Day Activities

Purpose:

Annual operational plan to provide for public safety for Memorial Day parade and activities. Specific police officer duties include traffic control; pedestrian safety, crowd control and various other duties as required or assigned.

Activities/Assignments:

Parade: Five (5) Police officers ** (7:00AM – 12:00 Noon/end of parade)

1. One (1) Officer* located at Parade start – Intersection of Hill Rd. / Wetherbee Lane
2. One (1) Officer located at intersection of Hill Rd./Middle Rd.
3. One (1) Officer *located at intersection of Mass Ave/Middle Rd./Stow Rd.
4. One (1) Officer located at intersection of Burroughs Rd./Stow Rd.
5. One (1) Officer located at entrance of South Cemetery

* Officers will have marked police cruiser for visibility

** On duty cruiser operators will be utilized in support roles for above officers. They will not be utilized as primary officers for special events as they may have to leave their posts and respond to routine or emergency calls for service.

Traffic Control/Temporary One Way Motor Vehicle Traffic:

Because of the volume of both motor vehicle and pedestrian traffic in and around the parade route (and at the starting point, Hill Road at Wetherbee Lane, in particular), motor vehicle traffic will temporarily be limited to one way only prior to the start of the parade. Creating a temporary one-way loop will provide for the efficient flow of motor vehicle traffic and also provide for the safety of individuals who will be participating in the parade.

Officers assigned to areas in and around the starting/drop off point of parade participants, will direct traffic and instruct motorists in the following manner:

1. Traffic will only be allowed in a Southerly direction on Hill Road from the intersection of Picnic Street to intersection of Middle Road.
2. Traffic will only be allowed in a Northerly direction on Picnic Road from the

intersection of Middle Road to the intersection of Hill Road.

3. Two way traffic will be allowed on Middle Road, however, all vehicles approaching the intersection of Hill Road (near the North Cemetery) will not be allowed to make a right hand turn. All traffic at this point must either turn left onto Hill Rd. (toward Rt. 111) or reverse direction back down Middle Road.

Traffic Duties:

All detail officers will provide for the safety of the general public. This will include motor vehicle and pedestrian traffic control as well as crowd control and other various duties as may be assigned.

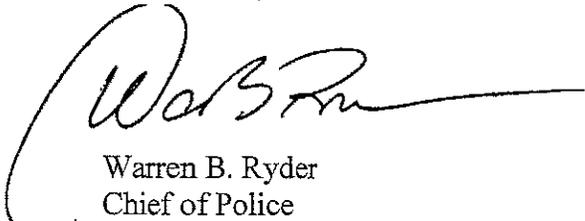
1. Officer #1 will specifically stop all traffic at the start of the parade and will follow (at the rear) of the parade until the end at South Cemetery.
2. We will provide a marked cruiser to lead the parade if requested.
3. Officer #3 will have a marked cruiser and provide pedestrian and traffic control for citizens and parade participants at intersection of Mass Ave/Middle Rd./ Stow Rd.
4. Officers # 4 & 5 will provide pedestrian and traffic control at above locations.
5. Two (2) additional bicycle patrol officers will be utilized along parade route.
6. Because of usual high volume of traffic and other activities on Memorial Day, Additional officers will be assigned to regular patrol shifts on both the 7AM – 3PM shift and the 3PM- 11PM Shift.

Additional Recommendations

Caution/Warning signs should be placed at strategic locations along the parade route (several days ahead if possible) to advise citizens and motorists of date and time of parade. These warning signs give motorists the opportunity to take alternate routes if desired and also to warn approaching motorists that the parade is in progress and to use caution/drive safely. No parking signs should be posted by the DPW several days in advance.

Advanced notification should be sent to the parents of the band members and any other parade participants. Notification should include the specifics of the parade route and stops, traffic detours, parking restrictions and approved parking areas.

Submitted by,



Warren B. Ryder
Chief of Police



Boxborough Police Department

520 Massachusetts Avenue
Boxborough, MA 01719

Business 978-263-2628

Fax 978-266-1510

www.boxboroughpolice.com



Warren B. Ryder
Chief of Police

Fifer's Day Operational Assignments

Primary Response Cruiser: Car # ___ - Officer _____

Responsible for all routine and emergency calls for service during Parade.

Car # - Officer _____ will Lead Parade from Blanchard School to Flerra Field

Road Race: (9:30AM to approx. 10:30AM)

Stow Road at the Entrance to Flerra Field - Officer _____

Traffic control at start and during Road Race and safety of Runners and spectators

Intersection of Stow Road and Chester (Stop Signs) - Officer _____

Traffic control during Road Race and safety of Runners and Spectators

Intersection of Stow Road and Richardson Road - Officer _____

Traffic Control during Road Race and safety of Runners and Spectators

Parade: (10:30AM to End of Parade)

Intersection of Mass Ave and Burroughs Road - Car _____ Officer _____

Will place detour sign and cones as needed to redirect traffic off of Mass Ave and Onto Burroughs Road for the duration that parade is on Mass Ave.

Re-open Mass Ave for traffic after parade has turned onto Stow Road; Pick up signs And cones and return same to station.

Intersection of Stow Road and Mass Ave - Officer _____

Traffic control for Parade, motor vehicle traffic, and pedestrians

Intersection of Burroughs Road and Stow Road - Officer _____

Traffic control for detoured traffic, parade, and pedestrians

Stow Road at Entrance to Flerra Field - Portable - Officer _____

Traffic control at location, guide parade into Flerra Field, pedestrian traffic control

Flerra Field Activities:

Foot Patrol - Officer _____

Crowd Control, Interaction with Citizens/Community Policing Activities



Boxborough Fire Department

502 Massachusetts Avenue
Boxborough, MA 01719

Business 978-263-7546 Fax 978-263-0038

www.boxboroughfire.com

Randolph T. White
Fire Chief

May 2, 2013

Massachusetts Highway Department
District Three
403 Belmont Street
Worcester, MA 01604

To Whom It May Concern:

In preparation for the Memorial Day Parade, scheduled to be held on May 27, 2013, and the Fifer's Day Parade, scheduled for June 15, 2013, with a rain date of June 16, 2013, located in the town of Boxborough, the Boxborough Fire Department has implemented the following plans: The Boxborough Fire Department will be participating in both parades and has implemented plans to divert apparatus and personnel from the parades in the event of other impending emergencies. The Fire Department ambulance will be on scene to provide immediate medical assistance if necessary. In addition, Fire Department personnel and apparatus will be strategically located to respond to emergencies that are related to parade events. The Fire Department has also met and discussed emergency plans with Chief Warren B. Ryder of the Boxborough Police Department.

Sincerely,

Randolph T. White
Fire Chief

7ci



Reserve Fund Transfer Request

Date: May 6, 2013

It is requested by the undersigned that the sum of \$25.00 be transferred from the Reserve Fund to: UMAS Acct. # 001-123-5700-5711
(Fund # - Dept. # - Object - Detail)

Description (i.e. Selectmen's expenses) Town Administrator - Mileage Stipend

The balance in the line item as of April 29, 2013 (Date) is \$ 210.41. An amount of \$2,550 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

When the FY 13 budget was prepared, the IRS rate was \$ 0.555 per mile, and the requested and appropriated budget was therefore \$2,775 (5,000 miles @ \$0.5555/mile). The IRS increased the mileage rate effective January 1, 2013 to \$.565 per mile, which over the year will total \$2,800 (2,500 miles @ \$0.555/mile + 2,500 miles at \$0.565/mile), leaving a shortfall of \$25 for the month of June (\$2,775 - \$2,800).

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

<u>[Signature]</u> <u>5/2/13</u>	(Signature)	<u>Town Administrator</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$25 from the Reserve Fund to UMAS Acct. # 001-123-5700-5711 to be used for the purposes and in the amounts indicated above.

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

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

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 07/01/12 To 05/31/13

AccountNumber	AccountName	Original Budget	Budget Adjustments	Current Budget	Payments This Period	Payments To Date	Receipts This Period	Receipts To Date	Payments to Date-Net	Ending Balance	Percent Expended
Town Administrator											
001-123-5100-5110	Town Administrators Salary	95,095.00	0.00	95,095.00	77,906.88	77,906.88	0.00	0.00	77,906.88	17,188.12	81.93%
001-123-5700-5711	Town Administrator Mileage Stipend	2,775.00	0.00	2,775.00	2,564.59	2,564.59	0.00	0.00	2,564.59	210.41	92.42%
Sum	Town Administrator	97,870.00	0.00	97,870.00	80,471.47	80,471.47	0.00	0.00	80,471.47	17,398.53	82.22%

7 c 11



Reserve Fund Transfer Request

Date: May 2, 2013

It is requested by the undersigned that the sum of \$ 6,264.00 transferred from the Reserve Fund to:

UMAS Acct. #001-210-5200-5246 - Police Vehicle Maintenance

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

The balance in the line item as of 05/02/13 (Date) is \$ (4,719.15). An amount of \$17,000.00 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

In February 2013 an unmarked vehicle was struck and deemed a total loss. The insurance carrier provided \$26,526.34 in replacement funds that was deposited into the insurance proceeds fund. The new vehicle was purchased for \$26,264 however; M.G.L. Ch.44 S 53 limits the appropriation of insurance proceeds at \$20,000. The replacement was paid using 20K from the insurance proceeds account and \$6,264 from the Police Vehicle Maint. Budget. The excess funds in the insurance proceeds account will need STM approval to be transferred into the General Fund.

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

[Signature] (Signature) Chief of Police (Title)
[Signature] Town Administrator 5/2/13

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

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

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

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 07/01/12 To 05/31/13

AccountNumber	AccountName	Original Budget	Budget Adjustments	Current Budget	Payments This Period	Payments To Date	Receipts This Period	Receipts To Date	Payments to Date-Net	Ending Balance	Percent Expended
Police											
001-210-5100-5112	Police Dept. Salary - Police Chief	100,950.00	0.00	100,950.00	82,637.52	82,637.52	0.00	0.00	82,637.52	18,312.48	81.86%
001-210-5100-5114	Police Dept. Salary - Full Time Officers	549,317.00	0.00	549,317.00	449,732.89	449,732.89	0.00	0.00	449,732.89	99,584.11	81.87%
001-210-5100-5117	Police Dept. Salary - Secretary	50,384.00	0.00	50,384.00	41,117.52	41,117.52	0.00	0.00	41,117.52	9,266.48	81.61%
001-210-5100-5119	Police Dept. Salary - Special Officers	11,541.00	0.00	11,541.00	8,402.65	8,402.65	0.00	0.00	8,402.65	3,138.35	72.81%
001-210-5100-5122	Police Dept. Salary - Lock up Attendants	5,836.00	0.00	5,836.00	4,858.48	4,858.48	0.00	0.00	4,858.48	977.52	83.25%
001-210-5100-5123	Police Dept. Salary - Town Details	8,188.00	0.00	8,188.00	658.70	658.70	0.00	0.00	658.70	7,529.30	8.04%
001-210-5100-5130	Police Dept. Salary - FT Officer Overtime	135,285.00	0.00	135,285.00	120,031.81	120,031.81	0.00	0.00	120,031.81	15,253.19	88.73%
001-210-5100-5148	Police Dept. Salary - Quinn Bill	76,293.00	0.00	76,293.00	63,124.16	63,124.16	0.00	0.00	63,124.16	13,168.84	82.74%
001-210-5200-5210	Police Dept. Electricity	12,360.00	0.00	12,360.00	9,883.70	9,883.70	0.00	0.00	9,883.70	2,476.30	79.97%
001-210-5200-5212	Police Dept. Heating	3,863.00	0.00	3,863.00	2,378.80	2,378.80	0.00	0.00	2,378.80	1,484.20	61.58%
001-210-5200-5240	Police Dept. Equipment Maintenance	4,640.00	0.00	4,640.00	1,093.82	1,093.82	0.00	0.00	1,093.82	3,546.18	23.57%
001-210-5200-5242	Police Dept. Repair and Maint - Building an	3,500.00	0.00	3,500.00	3,097.73	3,097.73	0.00	0.00	3,097.73	402.27	88.51%
001-210-5200-5246	Police Dept. Repair and Maint - Vehicles	17,000.00	0.00	17,000.00	21,719.15	21,719.15	0.00	0.00	21,719.15	-4,719.15	127.76%
001-210-5200-5319	Police Dept. Mobile Units	3,400.00	0.00	3,400.00	2,766.87	2,766.87	0.00	0.00	2,766.87	633.13	81.38%
001-210-5200-5340	Police Dept. Internet Access	1,133.00	0.00	1,133.00	625.50	625.50	0.00	0.00	625.50	507.50	55.21%
001-210-5200-5341	Police Dept. Telephone	12,360.00	0.00	12,360.00	10,560.13	10,560.13	0.00	0.00	10,560.13	1,799.87	85.44%
001-210-5400-5421	Police Dept. Equipment Supplies	7,000.00	0.00	7,000.00	6,684.89	6,684.89	54.75	54.75	6,630.14	369.86	94.72%
001-210-5400-5580	Police Dept. Ammunition	3,000.00	0.00	3,000.00	3,042.10	3,042.10	0.00	0.00	3,042.10	-42.10	101.40%
001-210-5400-5585	Police Dept. Law Book Updates	1,900.00	0.00	1,900.00	1,639.98	1,639.98	0.00	0.00	1,639.98	260.02	86.31%
001-210-5400-5590	Police Dept. Uniform Allowance - Full Time	16,950.00	0.00	16,950.00	13,917.46	13,917.46	0.00	0.00	13,917.46	3,032.54	82.11%
001-210-5500-5501	Police Dept. - Defibrillator Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A
001-210-5700-5715	Police Dept. Professional Development	6,100.00	0.00	6,100.00	5,997.16	5,997.16	0.00	0.00	5,997.16	102.84	98.31%
001-210-5700-5718	Police Dept. Training	3,500.00	0.00	3,500.00	3,778.79	3,778.79	0.00	0.00	3,778.79	-278.79	107.97%
001-210-5700-5723	Police Dept. Community Outreach	2,500.00	0.00	2,500.00	2,354.91	2,354.91	0.00	0.00	2,354.91	145.09	94.20%
001-210-5700-5775	Police Dept IT Repair and Maintenance	4,000.00	0.00	4,000.00	2,352.33	2,352.33	0.00	0.00	2,352.33	1,647.67	58.81%

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 07/01/12 To 05/31/13

AccountNumber	AccountName	Original Budget	Budget Adjustments	Current Budget	Payments This Period	Payments To Date	Receipts This Period	Receipts To Date	Payments to Date-Net	Ending Balance	Percent Expended
001-210-5800-5858	Police Dept. Cruiser Purchase	34,500.00	0.00	34,500.00	34,271.65	34,271.65	0.00	0.00	34,271.65	228.35	99.34%
Sum	Police	1,075,500.00	0.00	1,075,500.00	896,728.70	896,728.70	54.75	54.75	896,673.95	178,826.05	83.37%

but in other exp \$11,595.78

DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST AND DETERMINATION BY APPOINTING AUTHORITY AS REQUIRED BY G. L. c. 268A, § 19

MUNICIPAL EMPLOYEE INFORMATION	
Name:	KEVIN LEHNER
Title or Position:	RECREATION COMMISSION MEMBER
Municipal Agency:	TOWN OF BOXBOROUGH
Agency Address:	29 MIDDLE ROAD BOXBOROUGH, MA 01719
Office Phone:	978-266-1907
Office E-mail:	KevinLehner@verizon.net
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
PARTICULAR MATTER	
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter. As a RecComm member responsible for hiring employees for summer program it is necessary for me to disclose that two of my children are applying for positions. I paid 100 volunteer
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter. Hiring employees to staff our summer camp.
FINANCIAL INTEREST IN THE PARTICULAR MATTER	
Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.

Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it. <i>James income potential is approximately \$300/week. Joseph is applying for a volunteer position and will not be compensated.</i>
Employee signature:	<i>[Signature]</i>
Date:	<i>4/29/13</i>

DETERMINATION BY APPOINTING OFFICIAL

APPOINTING AUTHORITY INFORMATION	
Name of Appointing Authority:	<i>Boxborough Board of Selectmen</i>
Title or Position:	<i>Chair, Board of Selectmen</i>
Agency/Department:	<i>Town of Boxborough</i>
Agency Address:	<i>29 Middle Rd Boxborough, MA 01719</i>
Office Phone:	<i>978-263-1116 x 101</i>
Office E-mail:	<i>selectmen@town.boxborough.ma.us</i>
DETERMINATION	
Determination by appointing authority:	<i>As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.</i>
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.



Internal Communications and Outgoing Communications
May 6, 2013

1. Copy of a coverletter from Town Counsel, Thomas McEnaney, Kopelman & Paige, PC, dated April 22, 2013, to the Clerk of the Appellant Tax Board In Re: Behrakis v. Board of Assessors [Boxborough] Docket Nos.: F305459-10; F311021-11 & F314861-12.
2. Correspondence from Comcast to the Board of Selectmen:
 - a. Letter from Senior Manager of Government & Community Relations, Karin Mathiesen, dated March 18, 2013, concerning a Price Adjustment – July 1, 2013.
 - b. Memo dated April 26, 2013, CTV Form 200 *Financial Balance Sheet*; CTV Form 300 *Statement of Revenue & Expenses Parts A&B*; and CTV Form 400 *Statement of Ownership* – in regards to their Fiscal Year 2012.
3. Letter from MIIA Chairman, Ira Singer; Pres. Geoff Beckwith and Exec.V.P. Stanley Corcoran, dated April 26, 2013, advising members that their Board approved the awarding of \$2.5 Million in additional Participation Credits for FY 13. Boxborough has been granted for our Property & Casualty Policy \$2,574.00 and Worker's Compensation \$316.00. These credits are in addition to all other credits and discount that Boxborough will receive as part of the MIIA pricing for FY 14.
4. Letter taken from the April 18, 2013 edition of Acton/Boxborough Beacon from resident, Kathi Breuer submitted as a "Letter to the Editor" relating her recent encounter with two DPW workers and expressing her thanks for their assistance. *
5. Copy of a letter from the Stow Planning Board, dated April 30, 2013, to their state legislators [Sen.Eldridge, Sen.Wolf, Rep. Kulik & Rep. Hogan] relating the Planning Board's concerns about House Bill No.1859 – *An Act promoting the planning and development of sustainable communities.**

82 (4)

Bos-IC*

Beacon 20130418

A note of thanks

I walked one recent morning along Middle Road in Boxborough, dog leash in one hand and waste bag in the other. As I approached Depot Road and made my way across the street, a Boxborough Department of Public Works truck approached from the opposite direction. Stopping the truck, the driver offered to take my waste bag as he and his partner were headed to the town dump. He also thanked me for cleaning up after my dog. Thanks for a kind and wonderful act.

— Kathi Breuer,
Boxborough

82(5)

IC*



Town of Stow PLANNING BOARD

380 Great Road
Stow, Massachusetts 01775
(978) 897-5098
FAX (978) 897-2321

April 30, 2013

Received
5-2-2013

Senator Daniel Wolf
State House
24 Beacon Street, Room 511B
Boston, MA 02133

Representative Stephen Kulik
Massachusetts State House
24 Beacon Street, Room 238
Boston, MA 02133

Senator James B. Eldridge
State house
24 Beacon Street, Room 413-A
Boston, MA 02133

Representative Kate Hogan
State House
24 Beacon Street, Room 166
Boston, MA 02133

Re: House Bill No. 1859 – An Act promoting the planning and development of sustainable communities.

Dear Senator Wolf, Senator Eldridge, Representative Kulik and Representative Hogan

We are writing to voice some concern about the proposed zoning reform bill known as An Act Promoting the Planning and Development of Sustainable Communities (House Bill 1859). We are pleased to see many changes since the former bills known as Land Use Partnership Act (LUPA), Community Planning Act 2 (CPA2) and Comprehensive Land Use Reform (CLURPA). It appears that most of our concerns have been addressed. Although this bill does make it feasible for communities with private water and septic to “opt –in” we do feel that the same rules should apply to all communities. If this is to be considered to be a “zoning reform” bill all aspects of the bill should apply to all communities.

The following is a list of specific concerns:

Section 10 (40A:6) - The Planning Board feels that the 8-year vesting right is too long. The proposed Section 40Y:5(F) reduces the vesting period to five years for opt-in communities. The five year vesting period should apply to all communities.

Section 20 (40A:9E) – Development Impact Fees. This Section appears to allow impact fees for schools and municipal buildings. However, Section 27 (40Y:5(G)) infers that Impact Fees for schools, municipal buildings and affordable housing are only permissible for opt-in communities.

Development impact fees should be uniform for all communities, including those communities that do not choose or do not qualify as opt-in communities.

The regional planning agency should provide the basic model and rates for which a municipality can adopt without local justification. If the town chooses not to adopt the regional planning agencies model and rates, the municipal should be at liberty to submit their own model and rates for review and approval by the regional planning agency.

Section 21 (40A:9G) – Land Use Dispute Avoidance – This section provides for an optional means of avoiding or minimizing land use disputes. This section states the Application may request of the public official or local board charged with acting on the applicant to undertake a land use dispute avoidance process.....” It is not clear whether the public official or local board must agree to an initial conflict evaluation. We would object to this section if the municipality is forced into a land use dispute avoidance process.

Section 26 (40X) – Consolidated Permitting – This section should be a local option requiring a vote of the legislative body rather than mandatory for the town to accept.

Section 27 (40Y:3(C)) – Planning Ahead for Growth – the Proposed Chapter 40Y:3(C) allows communities to with zoning districts that requires a minimum lot area of 40,000 square feet or more for single family residential development to utilize open space residential design for development of five or more housing units. This section gives the regional planning agency the right to determine that open space residential design is not feasible. We feel strongly that this determination is more appropriately made by the local community who is more familiar with the area.

Section 27 (40Y:5(D through H)) – Effect of certified community status on zoning and land use regulation - This section gives certain privileges to opt-in communities. As stated above, we feel the same rules should apply to all communities.

(D) – Municipality may adopt rate of development measures

(E) – Municipality may adopt natural resource protection zoning

(F) – Minimum vesting period reduced.

(G) –Municipality may impose development impact fees for additional off-site public capital facilities; schools, libraries, municipal offices, affordable housing, and public safety facilities. As noted above, although this bill does make it feasible for communities with private water and septic to “opt –in” we do feel that the same rules should apply to all communities. Note: This section appears to be in conflict with section 40A:9E, which states development impact fees shall be used solely for purposes of defraying the costs of off-site public capital facilities. Section 40A:9E does not appear to prohibit impact fees for schools and municipal buildings.

Section 39 (41:81X) – Lot Line Changes – This section allows for the “register of deeds and land court to accept for recording or registration any plan showing a change in the line of any lot, tract, or parcel bearing a professional opinion by a registered professional and surveyor and a certificate by the person or board charged with the enforcement of the zoning ordinance or

the by-law.....” In order for the Town to have a better handle on its records as to lot configuration, we feel that these types of plans should require endorsement by the Planning Board – similar to the current ANR process.

As previously noted, we are pleased to see many changes from the former bills known as Comprehensive Land Use Reform (CLURPA) and Land Use Partnership Act (LUPA). However, we urge you to consider the above noted concerns before moving forward with House Bill 1859.

Sincerely,

Stow Planning Board

Lori Clark, Chair

Stephen Quinn

Ernest Dodd

Leonard Golder

Kathleen Sferra

cc: Don Keeran, Coordinator, Coalition for Zoning Reform
Jim O'Connell, Chair, Zoning Reform Working Group
Jeffrey R. Lacy, AICP
Town of Stow Board of Selectmen
Metropolitan Area Planning Council
Town of Acton Planning Board and Board of Selectmen
Town of Bedford Planning Board and Board of Selectmen
Town of Bolton Planning Board and Board of Selectmen
Town of Boxborough Planning Board and Board of Selectmen
Town of Carlisle Planning Board and Board of Selectmen
Town of Concord Planning Board and Board of Selectmen
Town of Harvard Planning Board and Board of Selectmen
Town of Hudson Planning Board and Board of Selectmen
Town of Lexington Planning Board and Board of Selectmen
Town of Lincoln Planning Board and Board of Selectmen
Town of Littleton Planning Board and Board of Selectmen
Town of Maynard Planning Board and Board of Selectmen
Town of Sudbury Planning Board and Board of Selectmen

8b



**Minutes, Notices and Updates
May 6, 2013**

Minutes

1. Minutes of the Finance Committee meetings held April 8, 2013 and April 16, 2013.
2. Minutes of the Conservation Commission meetings held February 20, 2013; April 3, 2013 and April 17, 2013.

Notices

1. Notice of Finance Committee meetings:
 - a. Held April 22, 2013
 - b. Held April 29, 2013
 - c. To be held May 6, 2013
2. Notice of Stow Road Concept Development Committee meetings:
 - a. Held April 24, 2013 - 9:00 AM [RFQ – Review of Scope of Work - bidders]
 - b. Held April 24, 2013
3. Notice of a Cemetery Commission meeting held April 30, 2013.
4. Notices of Board of Selectmen meetings:
 - a. Contract Negotiating Team [Executive Session]
 - i. Held May 1, 2013 [Fire]
5. Notice of an Energy Committee meeting held May 1, 2013.
6. Notice of a Boxborough Leadership Forum meeting to be held May 21, 2013 [TBD]
7. Notice of a Personnel Board meeting to be held June 5, 2013.
8. Job Posting – Town Assessor (with Job Description) – application deadline May 13, 2103.
9. Legal Notice – Request for Qualifications: Designer Service (for the standby generator design project – for 3 standby generators to be located at the Blanchard School which will serve as the town’s emergency shelter; well pump station, 473 Mass. Ave.; and DPW facility, at 577 Mass. Ave.) .

2c



**General Correspondence
May 6, 2013**

1. Spring 2013 Newsletter for the Communities for Restorative Justice "*The Talking Piece.*"

