



BOARD OF SELECTMEN
Meeting Minutes
September 9, 2013

Approved: October 7, 2013

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

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

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

Chair Amoroso called the meeting to order at 7:30 P.M. in the Grange Meeting Room of Town Hall.

ANNOUNCEMENTS

Chair Amoroso read the announcements.

APPOINTMENTS

- Board of Health (BoH) members, Marie Cannon and Bryan Lynch, were present to consider Pamela Follett as a candidate to fill the Board of Health vacancy, due to the resignation of Frank Roth. Marie Cannon reviewed Ms. Follett's background, specifically noting that as a practicing physician Follett will bring medical expertise to this board. Follett spoke to her 20 years living in Boxborough and what she feels she can contribute to the BoH. Due to the vacancy created by Frank Roth's resignation, Member Fox moved to appoint Pamela Follett to the Board of Health until the next municipal election to be held on May 19, 2014. Seconded by Member Suleiman. **Approved unanimously by Roll Call Vote for the Board of Selectmen - Fox, aye; Suleiman aye; Stemple, aye; Amoroso, aye; & Gorman, aye and for the Board of Health – Cannon, aye & Lynch, aye.**
- Bill Caulder from Gutierrez Corp was present regarding a proposed application for a MassWorks grant. Town Planner, Elizabeth Hughes; BHB Chair, Al Murphy; members of the Board of Health and others were also present. Mr. Caulder and Planner Hughes spoke to this proposal. This grant would assist Gutierrez Corp. in developing the water production and treatment infrastructure necessary for their proposed 40B complex at the intersection of I-495 and Route 111. Previously, the MassWorks program's primary focus was on development in more urban settings. However, in just the last year, the State enacted new guidelines, making the Gutierrez project now eligible. Caulder described some of the other local developments that have received MassWorks funding. He offered to provide copies of the grant submissions for some of these projects. The state required these applications come through the Town. There was discussion concerning the Town's and Gutierrez's respective responsibilities as to: development, grant program compliance and fiduciary obligations if this grant is awarded. Caulder stated that Gutierrez would be solely responsible financially and is committed to funding what the grant award does not cover. There was discussion regarding the proposed water systems flow capacity and possible excess production. With a September 13th filing deadline the Selectmen were concerned about brief period being provided for discussion. Caulder apologized for the lateness of this request. This is an initial screening application, the first step in the process. Essentially, this is a "letter of intent." There was discussion on developing a cooperative agreement if this grant is awarded. If awarded, the Town can still decline the grant. The state will not release funds until all approvals are in place. There was discussion on the new application's formatting and the e-filing requirement. Member Suleiman moved to authorize Vincent M. Amoroso, Chair of the Boxborough Board of Selectmen to submit the MassWorks Infrastructure grant for "Residence at Beaver Brook Infrastructure Project" and to accept state funding for the project, should the application be approved; further to authorize Elizabeth Hughes, Town Planner to electronically submit the application. Seconded by Member Stemple. **Approved 5-0.**
- Though not on the agenda, the Selectmen asked Planner Hughes to provide background on her September 6th memorandum "MassDoT Possible Excess Property." This land adjoins I-495 and the State retained it for possible future roadway build-out. This parcel is still undeveloped and the Town is receiving no tax revenues on it. Planning Board would be seeking Selectmen support for a request to have the State deem this excess property. Planner Hughes outlined the process that the State would go through to release this parcel. This memorandum was provided to provide the Selectmen with the basic information for future discussions.

- Doug Halley was present to discuss the regional transportation initiative *CrossTown Connect*. Planner Hughes remained for this discussion. The participating communities have been very cooperative in this effort. Halley thanked TA Shaw and Planner Hughes for their work on this. This work was possible due to several grants. Halley spoke to a Powerpoint presentation. This is the fourth presentation made to the participating communities; asking that these communities authorize the execution of an intermunicipal agreement (IMA) to establish a transportation management association (TMA). Previous study phases identified the needs and resources in these communities. Two specific concerns identified were point to point transportation and commuter shuttle services. Dispatch/scheduling services were identified as an important component in addressing these transportation needs. This working group's current task is to create a collaborative entity to manage transportation (dispatch) resources for these communities. Member communities will retain ownership of their vehicles and the technology to be provided allowing the TMA to track and manage services. Halley discussed branding the new service; explaining CrossTown Connect naming and the accompanying tag-line. The TMA will centralize dispatch/scheduling services – a cost saving for these communities; they will be able to provide 8 hours of scheduling services 5 days a week; and with multiple vehicles operating they will have the ability to increase ride availability. There was discussion on the start-up funding, the available revenues and the breakdown of Boxborough's funding obligations. The TMA still needs to identify additional public partners so the TMA remains viable. Other communities are now interested in participating and several businesses are also interested in becoming private partners. The working group has submitted its initial report to the state. The TMA shall enhance the public transportation services currently being provided (i.e. MBTA, MART, etc...) it does not replace them. A change in IMA legislation will also need to be pursued. Services were launched from ClockTower Place today. There was discussion on possible expanded service scenarios once this program is established. Pursuant to MGL C.40,§4A, Member Fox moved to authorize execution of an intermunicipal agreement (IMA) with the Towns of Acton, Littleton, Concord, Maynard, Stow, and Westford for the provision of transportation management services and establishment of a transportation management association (TMA), subject to approval as to form by Town Counsel. Seconded by Member Stemple. **Approved 5-0.**

MINUTES

- Member Fox moved to accept the minutes for the Executive sessions of August 23, 2013, [BoS Contract Negotiating Team re: Police]; August 26, 2013, and September 3, 2013, [BoS Contract Negotiating Team re: Police] as written. Seconded by Member Stemple. **Approved 5-0.**

SELECTMEN REPORTS

- Member Fox reported that two police vehicles will have been replaced this month – one totaled in an accident and other per the Dept.'s capital plan acquisition schedule. Chief Ryder will be providing a fleet status update.

He also reported that the new phone system is on line, and we are in the process of cleaning up loose ends. He outlined the services that the vendor will be providing over the coming year. Chief Ryder was commended for stepping in to take the lead on this project.

Member Fox also reported that the Stow Rd. Concept Development Comm. is in discussion with MassHousing Partnership (MHP) about the Stow Road project. MHP will be providing further information as to what they can provide.

- Member Suleiman reported that the Energy Committee has had discussions with AB District Energy Advisor, Kate Crosby on the efforts that resulted in Acton schools realizing an overall 20-30% reduction in energy costs. Blanchard's Bus. Mgr. Jeannotte and several teachers attended these discussions.
- Member Stemple reported that the Steele Farm Advisory Comm. will be meeting this week.
- Member Gorman advised that he had no meetings to report on, however, he has been contacted about traffic safety in the area of Hill Road – excessive speeds and failure to use care are of real concern. There was discussion about possible measures to increase safety. It was suggested that Member Gorman meet with Chief Ryder & DPW Dir. Garmon to discuss these concerns; and then advise the Board at an upcoming meeting.
- Chair Amoroso reported that over the summer he and Member Fox had worked to address maintenance concerns at the Library. Thanks to the efforts of DPW Dir. Garmon and maintenance worker, Juan Barrios, these issues seem to have been resolved.

He reported that the first meeting to discuss IMA related to the school is scheduled for September 27th at 6:30 AM.

He also reported on the data provided to him by the DPW, as to the issuing of second dump stickers to households. This will be helpful when the Board discusses setting the rates for FY 15.

- Chair Amoroso asked that TA Shaw to update the Board of various capital projects and other pending matters.
 - ◇ TA Shaw reported that new windows are scheduled to be installed in the older section of Town Hall by the end of this week. This will then be followed by the painting of exterior of the older section. The winning bid for the window project came in \$10,000 below the estimate, so the EnCom is working on obtaining a cost estimate for energy-efficient window shades for Grange Meeting Room.
 - ◇ Generators project went out to bid last week. This site visit is this week and bids are due next week. The completion date had to be pushed back to February 2014, because the generator location had to be changed.
 - ◇ She reported on her efforts to fill the Town Accountant position. The job has been posted and applications due by midnight tonight, however the interview schedule may be moved back. Outgoing Accountant, Mike Guzzo, has met with her and provided her with a status of fiscal matters and pending business. He has offered to come in to work on the budget as a stop gap. Measures have been put in place until a new Accountant is hired.
 - ◇ She reported that Accountant Guzzo and Treasurer Dennehy met with the A-B Region's Business Manager today and will be providing input to her.
 - ◇ She also reported on various IT matters. She has received a lot of feedback from listserv query regarding municipal websites and will be looking into "Virtual Town Hall." She has also received input on IT consultant services. Evan Fernandes will continue to cover "immediate" IT needs for the Town for the time being.
 - ◇ TA Shaw also reported work continues on drafting an IMA with Westford's Eco Development Committee.

OLD BUSINESS

- The Selectmen discussed needed provisions, projected costs, assigned tasks, and set-up for the Appreciation Event.

CORRESPONDENCE

- Chair Amoroso reviewed the list of materials received.

EXECUTIVE SESSION

- At 9:49 PM, Chair Amoroso moved Move to adjourn to executive session in the Town Administrator's office to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200) and to adjourn immediately thereafter, stating to conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board. Seconded by Member Fox. **Approved 4-0-1 by Roll Call Vote: Fox, aye; Suleiman abstained; Stemple, aye; Amoroso, aye; and Gorman, aye.**

SELECTMEN'S ANNOUNCEMENTS

SEPTEMBER 9, 2013

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

- **Town Hall** will be undergoing some much needed **improvements** in the coming weeks. New windows will be installed in the original section of town hall later this week. This will be followed by the painting of the original section of Town Hall.

- A **new phone system** that will allow Boxborough's town departments to better serve the public has gone live. You may now directly dial Town Hall personnel. The list of new numbers has been published on the Town's website. Meanwhile, please make a note of the following new main numbers, which you can start to use immediately:
 - Town Hall - 978-264-1700
 - Police business line - 978-264-1750
 - Fire business line - 978-264-1770
 - DPW - 978-264-1790

In order to allow an uninterrupted transition to the new system, the old phone system numbers will also continue to work as follows:

You will still be able to contact these facilities by dialing their old numbers, but you will then be directed to a new menu of prompts and you will need to listen carefully to the list of extensions, as these will have changed.

Later in September we will notify you of the date this fall when the old phone numbers will cease to operate.

Please note that phone numbers for the Blanchard School and the Sargent Memorial Library are unchanged. As always, in an emergency, please be sure to dial 911. **911.**

- Residents now need to obtain a voucher and pay additional fees for the **disposal of bulk items** at the Transfer Station. Vouchers can be purchased only at the Town Hall from the Tax Collector's office. Please refer to the Transfer Station webpage or call the DPW at 978-264-1790 for more information.
- **Save the Date and your used books....**the next Friends of the Boxborough Library Book Sale will be Saturday, November 2nd. As you begin your fall cleaning, the Friends of the Library would ask that you to save your unwanted used books to donate to this sale during the week of October 28th. The funds from this sale support many library programs that help to make the Library a special place.
- **The Acton-Boxborough Farmers' Market** runs through October. The market is located on Pearl Street just off of Mass Ave./Route 111 in West Acton Village and is open on Sundays from 10 a.m. to 1 p.m.
- 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".
- **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), Public Celebrations & Ceremonies Comm. (1) and the Steele Farm Advisory Committee (2). The Conservation Commission also now has a vacancy for an unexpired term which would run until June 30, 2015. 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.

- Les, Raid, Bob, Jim and I invite Boxborough's **Volunteers and Staff members** to join us for the Boxborough Board of Selectmen's Annual **Volunteer and Staff Appreciation BBQ** to be held at Boxborough Town Hall on Saturday, September 21st from 4 - 7 PM. We will once again be barbecuing a bevy of burgers, a heap of hot dogs, and a slew of sausages with all the fixin's. Please R.S.V.P. no later than September 13th to Cheryl Mahoney at: cheryl.mahoney@town.boxborough.ma.us or by phone at [978-264-1714](tel:978-264-1714).

We look forward to seeing you and your families on September 21st.

- 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.



BOARD OF SELECTMEN
Meeting Agenda
September 9, 2013
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER, 7:30 PM

2. ANNOUNCEMENTS

3. APPOINTMENTS

- a) Board of Health members Marie Cannon and Bryan Lynch, and Pamela Follett, candidate for Board of Health vacancy (Frank Roth's slot), 7:35 PM
Due to the vacancy created by Frank Roth's resignation, move to appoint Pamela Follett to the Board of Health until the next municipal election to be held on May 19, 2014
[NB: Both the BoS and BoH shall vote] **ROLL CALL VOTE:**
- b) Bill Caulder, Gutierrez Corp and Elizabeth Hughes, Town Planner re: MassWorks grant, 7:45 PM
Move to authorize Vincent M. Amoroso, Chair of the Boxborough Board of Selectmen to submit the MassWorks Infrastructure grant for "Residence at Beaver Brook Infrastructure Project" and to accept state funding for the project, should the application be approved; further to authorize Elizabeth Hughes, Town Planner to electronically submit the application **VOTE:**
- c) Doug Halley, Acton, to discuss CrossTown Connect, regional transportation initiative, 8:10 PM
Pursuant to MGL C.40, §4A, move to authorize execution of an intermunicipal agreement (IMA) with the Towns of Acton, Boxborough, Concord, Maynard, Stow, and Westford for the provision of transportation management services and establishment of a transportation management association (TMA), subject to approval as to form by Town Counsel **VOTE:**
- d) Citizens' Concerns

4. MINUTES

- a) Executive session [BoS Contract Negotiating Team re: Police], August 23, 2013 **ACCEPT & POF**
b) Executive session, August 26, 2013 **ACCEPT & POF**
c) Executive session [BoS Contract Negotiating Team re: Police], September 3, 2013 **ACCEPT & POF**

5. SELECTMEN REPORTS

6. OLD BUSINESS

- a) Appreciation Event

7. NEW BUSINESS

8. CORRESPONDENCE

ACCEPT & POF

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

9. PRESS TIME

10. CONCERNS OF THE BOARD

11. EXECUTIVE SESSION

Move to adjourn to executive session in the Town Administrator's office to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200) and to adjourn immediately thereafter

**ROLL CALL
VOTE:**

The 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

Pamela L Follett

[Redacted]

Boxborough, MA 01719

[Redacted]

Boxborough Board of Health
Boxborough Town Hall
29 Middle Road
Boxborough, MA 01719

July 17, 2013

Re: Board of Health Vacancy

I am interested in filling the vacancy on the Boxborough Board of Health. My family and I have lived in Boxborough for over 20 years. I am a licensed physician with both interest and experience in public health (MD, New Jersey Medical School, 1992; MPH, Harvard School of Public Health, 2006).

I would be happy to discuss this opening or provide any additional information. I am available next week but I will be out of town on Monday, July 29th when I understand the Board of Health and the Board of Selectmen will be interviewing candidates.

Thank you for your consideration.

Sincerely,

Pamela
Follett

Digitally signed by Pamela Follett
DN: cn=Pamela Follett, o=Lewis
Rhodes Labs, ou,
email=pfollett@earthlink.net, c=US
Date: 2013.07.17 20:24:34 -0400

Pamela L Follett, MD, MPH

MASSWORKS INFRASTRUCTURE PROGRAM
2013 APPLICATION

All MassWorks Applications must be filed electronically. Access to the online application system will be available on June 1, 2013 and applications may be submitted between Tuesday, September 3 and Friday, September 13, 2013. If your community submitted a MassWorks application in the 2012 application round, the information submitted has been saved and will be available for viewing and editing on June 1, 2013 when the online system is available.

Please refer to the 2013 MassWorks Infrastructure Program Application Guidance Document for assistance completing the application form.

SECTION I. APPLICANT INFORMATION

1.1: Name of Municipality or Public Entity: Town of Boxborough

1.2: Executive Officer or Designee for Project: Vincent Amoroso, Chairman of the Board of Selectmen

1.3: Application Contact (if different from above): Elizabeth Hughes

1.4: Title: Town Planner

1.5: Address: 29 Middle Road

1.6: City: Boxborough

1.7: State: MA

1.8: ZIP: 01719

1.9: Phone: 978-264-1723

1.10: Fax: 978-264-3127

1.11: E-mail Address: Elizabeth.hughes@town.boxborough.ma.us

SECTION II. PROJECT TYPE

2.1: Please select one of the following project types that best describe your project:

- Mixed-use development with housing density of at least 4 units to the acre
- Housing development at density of at least 4 units to the acre
- Economic Development and job creation and retention
- Transportation improvements to enhancing safety in small, rural communities

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2.2: Is the population of the host community 7,000 or below?

Yes No

2.2b: If yes, has the host community received a STRAP grant in the last 5 years?

Yes No

2.3: Project Description

Please provide a detailed description of the public infrastructure project for which you are requesting grant assistance that includes a full explanation of the uses for which this grant is being requested. Please provide a concise explanation of how the infrastructure project will advance the host community's housing, economic development and/or community revitalization objectives, or if your community has a population of 7,000 or less, how the project will enhance public safety and transportation.

In accordance with Patrick-Murray Administration's goal of creating 10,000 new multi-family housing units per year, if the public infrastructure project included in this application does not support the development of new housing in your community, please provide an explanation of why housing is not included as part of this request. If housing is not supported by this application request, the community should identify mixed-use or housing development efforts (such as overlay districts, new zoning bylaws) which support housing development of at least 4 acres per unit for single family development and 8 acres per acre for multifamily development that have been adopted in other locations (e.g. accepted at town meeting) by your community.

If the MassWorks Infrastructure Program funding is intended for a specific element of a larger public infrastructure project, please describe that element and its relationship to the overall project.

Please be advised that no more than 10% of the total grant request may be used for design/engineering, except in communities with a population of 7,000 or less, where the communities are eligible to apply for full design/engineering costs along with a construction grant.

PROJECT DESCRIPTION SUMMARY:

This grant request seeks funding of infrastructure for a community water supply and wastewater treatment plant necessary for the development of a multifamily housing project. The cost to develop the required infrastructure is cost-prohibitive; as a result the project has languished for five and a half years. Not only will this infrastructure project help advance the host community's housing objectives by enabling the development of the 244 unit multifamily project that the Town's Zoning Board of Appeals approved several years ago and for which it last year granted an extension to 2015, but the project will also go a long way toward helping the Patrick-Murray Administration reach its goal of creating 10,000 new multi-family housing units per year.

The water treatment plant will ensure that the well water meets Massachusetts Drinking Water Standards and provides a potable water supply for the residential development. The wastewater treatment plant will treat the project's effluent and recharge the treated wastewater back into the same watershed and aquifer.

Potable Water Supply

The main objectives to ensure the successful operation of a community water supply at the Residences at Beaver Brook are to:

- 1. Provide adequate supply capacity to meet water demands of the project*
- 2. Ensure reliability in the event of any unexpected shutdown of the supply*
- 3. Provide adequate hydraulic capacity and controls to meet peak water demands and system pressures*
- 4. Provide adequate storage for fire protection of the service area*
- 5. Provide treated potable water that meets state and federal drinking water standards*
- 6. Provide protection of the wellhead protection area.*

The site currently has a 395-foot deep bedrock well that was previously permitted in 2001 by Massachusetts DEP as a non-community public water supply well for a withdrawal rate of 47,000 gpd. At the time, the well had been intended to serve an office park, but was never put into service. This same existing bedrock well is proposed to serve as a community public water supply well for the proposed residential development.

During the 2001 permitting process, the existing bedrock well was pump tested for two days, demonstrating that it was capable of producing at least 47,000 gpd, which was the potable water demand for the former office park development that had been proposed for the site. As required by DEP due to the site's change in use, the proponent of the project is currently in the process of seeking approval for a community well (residential) instead of a non-community well (office use). The anticipated water demand for the residential development is approximately 42,000 gpd, which is well under the earlier tested capacity.

On-Site Wastewater Treatment and Disposal

The proposed residential development will include a privately-run sanitary wastewater treatment plant on the site, which will provide subsurface disposal of the treated wastewater to a leaching field. At this time, municipal sanitary sewer is not available in this area of Boxborough, which is typical of current development along the I-495 corridor.

The objectives of the on-site wastewater treatment and disposal system are to:

- 1. Treat and dispose of sanitary wastewater generated by the residential development in accordance with local, state and federal regulations*
- 2. Provide adequate treatment capacity and storage to meet the peak and long term average wastewater generation rate*
- 3. Provide a tangible measure of green, sustainable development by recharging the treated wastewater back to the ground to replenish the groundwater table.*

The site currently has an active Groundwater Discharge Permit in-place that allows subsurface discharge of up to 30,000 gpd of treated effluent. At this time, wastewater is not being discharged to the subsurface under this permit.

SECTION IV. PLANNING AHEAD FOR GROWTH

4.1: Does the project support transit-oriented development (that is, development located within one-half mile of a transit station; further, transit station is defined as a subway or rail station, or a bus stop serving as the convergence of two or more bus fixed routes that serve commuters)?

Yes No *The Littleton and S. Acton commuter rail stations are respectively approximately 4 and 5 miles away. However, there are plans for shared transportation resources in the region that could provide commuter transport to the stations as well as to businesses in the region. Along with the lead community of Acton, five other partnering communities and a business partner in the region, Boxborough has been an active participant in two successful rounds of the Community Innovative Challenge Grant Program for shared transportation services.*

4.1b: If yes, please identify the type of transit services and name of location/station:

4.2: Does the project support the redevelopment of a previously developed site?

Yes No

4.3: Does the project support a development containing a mix of residential and commercial uses, with a residential unit density of at least four units to the acre?

Yes No

4.4: Does the project support the development of new housing with a residential unit density of at least four units to the acre?

Yes No

4.5: Is the project supported by two or more communities?

Yes No

4.5b: If yes, please attach letters of support from each community. At least one letter, from a community other than yours, is required.

4.6: Is the project located in a Gateway City?

Yes No

4.7: Is the project consistent with MassDOT's Complete Streets design guidelines?

Yes No

4.7b: If no, please explain. _____

4.8: Is the project consistent with the City or Town's Master Plan?

Yes No

The Town's Master Plan was prepared more than 10 years old. When it was completed, the Town had not contemplated a residential project of this nature in this location. However, through the 495/MetroWest Development Compact initiative, the Town selected this site as a local priority

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development area to help promote the development of this project, which will provide much needed workforce housing for Boxborough and the region.

4.9: Is the project consistent with a Regional Planning Agency regional growth plan?
 Yes No

4.9b: If yes, please identify the plan. *The 495 MetroWest Development Compact Plan*

4.10: Is the proposed project expected to support future growth, within the next five years, in and around the project area?

Yes No

This site is directly across from another state priority development area #37-1 that has the potential for redevelopment or expanded development.

4.11: Does the municipal zoning allow, by-right, each of the housing or economic development project(s) identified in this application? If not, please describe the existing zoning and any steps that have been taken to amend the zoning to allow the project(s) to proceed by-right or by expedited permit process.

Yes No

4.11b: If no, please explain. *The project is a Ch. 40B housing project, which has been fully supported and approved by the Town of Boxborough.*

To answer the following questions, the Planning Ahead for Growth Online Mapping Tool can be utilized. The Planning Ahead for Growth Online Mapping Tool allows users to interactively display a number of geographic districts, as well as overlay multiple districts at one time. The Online Mapping Tool is available on the Massachusetts Permit Regulatory Office website under the MassWorks Infrastructure Program page:
http://maps.massgis.state.ma.us/map_ol/eohed_mapping.php

4.12: Does this project fall within an Expedited Local Permitting District/Chapter 43D District?

Yes No *Although the Town of Boxborough has not formally adopted "43D," it has pursued its own form of expedited permitting, holding joint hearings between the Zoning Board of Appeals and the Planning Board and shortening the average permitting process to three months.*

4.12b: If yes, what is the name of the Chapter 43D District? _____

4.13: Does this project fall within a Growth District?

Yes No

Possibly. In 2011, the towns of Boxborough, Littleton and Westford applied for designation as a Regional Growth District that includes this site, but to-date there has been no response from the state on the towns' combined application.

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4.14: Does your municipality have a Chapter 40R district or Compact Neighborhood Designation?

Yes No

4.15 Is the proposed project located within a Chapter 40R district or Compact Neighborhood?

Yes No

4.16: Is the project located within any of the regions that have undergone priority development and preservation planning in association with EOHED/EOEEA (e.g., South Coast Rail Corridor, 495/Metrowest Compact Region or the Merrimack Valley region).

Yes No

4.16b: If yes, does this project fall within a state identified Priority Development Area or a Priority Preservation Area?

Yes No

4.16c: If yes, what is the name of the Priority Area? PDA #37-4

4.17: Please explain how the proposed project is consistent with the South Coast Rail Corridor Plan, the 495/MetroWest Development Compact Plan or the Merrimack Valley Regional Plan. If not identified as a state or regional priority area, how is the location and/or development consistent with the plan?

The Project is consistent with the 495/MetroWest Development Compact Plan in that it will provide the needed infrastructure to advance Boxborough's community housing and economic development; furthermore the proposed project will advance the objectives of the Administration's goal of creating 10,000 new multi-family housing units per year.

4.18: Has your community received a Green Community Designation from the Executive Office of Energy and Environmental Affairs?

Yes No *The Town is served by a municipal electric and light plant and is not currently eligible for such designation.*

4.19: Will the proposed project impact or involve (directly or indirectly) a state owned highway or roadway?

Yes No

4.19b: If yes, what is the name of the state owned highway or roadway that will be impacted. If multiple highways or roadways will be impacted please list them. Route 111 (Mass Ave.)

4.19c: If yes, have you reviewed the project with your local MassDOT District Office?

Yes No

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SECTION V. PROJECT MAP

5.1: Please provide maps, photographs or any other graphics which delineate the project site and its context.

Applicants may use the Planning Ahead for Growth Online Mapping Tool, available in the tools section of the Massachusetts Permit Regulatory Office website under the MassWorks Infrastructure Program page: http://maps.massgis.state.ma.us/map_ol/eohed_mapping.php to create project maps that can be uploaded to this form.

SECTION VI. BUDGET AND SOURCES

6.1: Please provide a breakdown of the project budget. This should include the cost of each element of the project (survey, permitting, design, bid, construction oversight, construction, etc.) and should not be limited to the work which will be covered by the MassWorks Grant. The table should indicate if the cost listed is an estimate or if the work has been bid. The table should also indicate if MassWorks funds will be used for each element of work listed.

Please be advised that no more than 10% of the total grant request may be used for design/engineering, except in communities with a population of 7,000 or less, where the communities are eligible to apply for full design/engineering costs along with a construction grant.

Action	Total Cost	Funding Source	Status of Funding Source (secured or unsecured)
Survey	\$ 17,000	Massworks	Unsecured
Permitting	\$ 30,000	Massworks	Unsecured
Design/Engineering	\$ 153,000	Massworks	Unsecured
Construction	\$3,079,000	Massworks	Unsecured
Other			
TOTAL	\$3,279,000	Massworks	Unsecured

6.2: Please identify all sources of funding to support the proposed public infrastructure project, including the total requested MassWorks Infrastructure Program grant. Please specify whether each funding source is secured or currently pending approval.

Source	Total	Secured/Pending
MassWorks	\$3,279,000	Pending
Municipality		
Federal		
Other		
Total	\$3,279,000	

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SECTION VII. PROJECT SCHEDULE AND MILESTONES

7.1: Please provide a project schedule and anticipated project milestones for the public infrastructure project for which the community is seeking grant assistance.

Milestone	Start Date	End Date
Survey	9/15/13	10/15/13
Permitting	9/01/13	12/15/13
Design/Engineering	7/01/13	10/01/13
Bid/Contract	11/15/13	12/15/13
Start Construction	2/1/14	
25% Construction	6/15/14	
50% Construction	11/1/14	
75% Construction	2/15/15	
100% Construction	7/1/15	
Punch List	8/1/15	

SECTION VIII. READINESS CHECKLIST

8.1: Please provide a list of all permits and other actions required for this project, the current status of those permits, and the timeframe in which the permits will be obtained. Please specify all required local permits and the status of each.

Required Permit	Filing/Request Date	Anticipated Date of Issuance
<input type="checkbox"/> MEPA: ENF	10/1/13	12/1/13
<input type="checkbox"/> MEPA: EIR/FEIR		
<input type="checkbox"/> Order of Conditions	9/15/13	11/15/13
<input type="checkbox"/> Superseding Order of Conditions		
<input type="checkbox"/> #01 Water Quality Certification		
Water Management Act Permit		
MassDOT Indirect Access Permit	9/15/13	12/15/13
Sewer Extension Permit		
Mass Historic Commission Review		
Utility relocation		
Article 97 Land Disposition		
Local Permit:	Comprehensive Permit Done	
Local Permit:		
Local Permit:		

SECTION IX. DEVELOPMENT PROJECT

9.1: Is the applicant seeking grant funds to support a transportation project to enhance safety in a small, rural community with a population of 7,000 or less? If yes, the applicant is not required to complete the remaining questions in Section 9.

Yes No

9.2: Please select one of the following project types that best describe your project.

- Mixed-use development with housing density of at least 4 units to the acre
- Housing development at density of at least 4 units to the acre
- Economic development and job creation and retention

9.3: Does the project support immediate growth in and around the project area?

Yes No

9.4: Please provide a letter from the private entity confirming the intent to move forward with the proposed private development project and answering questions 9.5 through 9.11 below. The municipality should also reflect the information provided in the developer's letter or describe the broader development plans for this location in the answers to the questions below. Municipalities are encouraged not to leave questions 9.4 – 9.12 blank.

9.5 Is the private development project dependent on the public infrastructure project that is the subject of this application? If yes, please explain how the infrastructure investment is necessary for the development to proceed and include supporting evidence. If no, please explain the relationship between the public infrastructure and the private development identified in the application.

The 40B project was approved in 2008 and since the approval, the project has not been able to move forward for lack of equity interest; the returns are not sufficient because the project is too costly. The infrastructure is the most significant cost item. Both water supply and wastewater treatment make the project infeasible to construct. The project would be in a much more advantageous position to secure institutional equity with this funding in place.

9.6: Please provide the anticipated private development project start date. 2/1/14

9.7: Is the development project fully permitted? If the development is not fully permitted, please indicate what permits are outstanding and the expected timeframe within which the permit(s) will be secured.

Yes No

The outstanding permits are the Notice of Intent, the MassDOT Indirect Access Permit, the MEPA ENF Filing, the community water supply approval and wastewater amendment, both from MADEP.

9.8: Please provide the total anticipated private investment in the private development project.

\$15,727,000 in equity. Total Project Costs are estimated to be \$44,875,000.

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9.9: Please provide a detailed description of the private development project that includes the full scope of the project (including phasing details, if applicable).

The Residences at Beaver Brook is a 244-unit garden-style residential rental development. The development is situated on 70 acres at the crossroads of Routes 495 & 111 and future access to the property will be off of Route 111.

The property is ideally located off Interstate 495 and only a few miles from the Littleton and S. Acton train stations, which provide MBTA Commuter Rail Service to downtown Boston. Boxborough is currently considering entering into an Intermunicipal Agreement for the provision of transportation management services with the towns of Acton, Concord, Littleton, Maynard, Stow and Westford. The IMA will provide for sharing of area resources to enhance the area's economic vitality while mitigating traffic impacts and making efficient use of transportation resources and will benefit the residents of the proposed project as well as the businesses and residents in the community and region. Boxborough and some nearby neighbors include large employers such as IBM, Cisco Systems, Advanced Micro Devices, SynQor, Setra Systems, Juniper Networks, Netscout, and Red Hat.

The apartments will be located in 11 buildings and will be 3-story wood frame construction. The buildings range from 12 to 36 units and the complex includes a clubhouse with pool, two tennis courts and 48 garage bays and 426 surface parking spaces. The development will need to be serviced by an on-site well with a water treatment facility, and an on-site wastewater treatment plant. The site has been carefully planned and 28.1 acres have been set aside as permanently protected open space. Since the site is permitted under M.G.L. 40B, 25% or 62 of the units must be made available as affordable housing.

9.10: Please provide information regarding the private development scope:

Type of private development project:

Housing Commercial Mixed-use

Total new square footage of new office, retail or industrial space: 0

Total number of new rental housing units to be created: 244 units

Total number of new homeownership units to be created: 0

Total overall number of new units to be created: 244 units

Total number of affordable units to be created: 62 units

State level of affordability (30% of Area Median Income, 50%, 60%, 80%, etc.): 80%

Number of construction jobs to be created: 250

Number of part time jobs to be created: 20

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Number of full time jobs to be created: 230

Number of full time jobs to be retained: 6 (Leasing and property management of the project)

9.11: Please provide a project schedule for the private development project and anticipated project milestones.

Milestone	Start Date	End Date
Survey	9/15/13	10/15/13
Permitting	9/01/13	12/15/13
Design/Engineering	7/01/13	10/01/13
Bid/Contract	11/15/13	12/15/13
Start Construction	2/1/14	
25% Construction	6/15/14	
50% Construction	11/1/14	
75% Construction	2/15/15	
100% Construction	7/1/15	
Punch List	8/1/15	

9.12: If available, please provide the following information for the private entity for this project:

Company Name: New Blue Hills/Saugus Realty Trust
C/O The Gutierrez Company
 Contact Information: William Caulder, Managing Director
 Phone: 781-272-7000
 Email: bcaulder@gutierrezco.com

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X: CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION

Please include a certified copy of the vote taken by the executive body authorizing acceptance of state funding for this project. If such vote is needed but has not been taken, please explain the timeframe in which this will be complete. If a vote is not needed, please explain.

I, (print) Vincent M. Amoroso, hereby certify that I am duly authorized to submit this application on behalf of the Town of Boxborough and to agree to implement the MassWorks Infrastructure Program requirements on behalf of said municipality. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to make the MassWorks Infrastructure grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.

	Chair, Boxborough Board of Selectmen	
Name	Title	Date

Please return applications to:
MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108



ADMINISTRATION

Memo

To: Board of Selectmen
From: Selina Shaw, Town Administrator
Re: Intermunicipal Agreement – Transportation Management Services
Date: September 6, 2013

On Monday evening, Doug Halley, Acton's Health Director, who has served as Acton's project manager on the regional transportation initiative, will be present to discuss the proposed intermunicipal agreement (IMA) for the provision of transportation services by and between the towns of Acton, Boxborough, Concord, Littleton, Maynard, Stow and Westford.

In 2012, Clock Tower Place and these communities, with the exception of Westford and Concord, partnered together under Acton's lead, and were successful in their grant application under the first round of the Community Innovation Challenge (CIC) Grant Program. The goal was to study the benefits for sharing transportation services that were being offered individually by each of the partners. The study examined the routing of local van services in each of the towns using GIS/GPS technology and daily trip manifests in order to understand the primary origin and destination points of riders; examined route redundancies among the 13 operational vans; reviewed and analyzed the current utilization of the dispatch entities to identify the benefits of shared dispatching; researched dispatch technology that would allow real time routing of vans; and identified a formal structure that the partners could use to coordinate transportation services. The analysis revealed that there was a good deal of commonality in destinations and an opportunity to share rides. It was also noted that with a shared dispatch service, hours of operation for dispatching services could be increased, while costs would decrease. The final outcome was to recommend the establishment of a Transportation Management Association (TMA) that would provide a coordinated transportation system with centralized dispatch operations.

Last fall, the original partners were joined by Concord and Westford and were successful in their application for a second round of funding under the CIC program. This phase sought to expand the number of partners, enhance the public/private partnership, develop and promote a transportation system that meets the needs of para-transit riders, commuters, reverse commuters, the general public and area businesses and advance dispatching technology to provide for a more accessible and flexible transportation system.

In order to proceed, it will be necessary to formalize the relationship among the participating communities by executing an IMA. The IMA lays out the scope of services and defines the organizational framework that will provide for coordinated cross-town transportation management services, including the sharing and coordination of dispatch services, such as community ride and senior transportation programs; sharing and coordination of existing transportation services and route coordination for those existing services; marketing and outreach efforts and eventually shuttle services and vanpool programs.

The contribution required for each community is based upon the current hours of service per day plus the current monthly ridership. For Boxborough, which is providing less than ten hours of service per day and less than 250 rides per month, the cost would be \$2,750 per year. The town's MART assessment may be used to fund the town's share of the project.

The residents and businesses of Boxborough will benefit from a coordinated network of transportation resources that provides increased access to routes and services.

Thank you for your consideration of this matter.

INTERMUNICIPAL AGREEMENT

for the Provision of

Transportation Management Services

By and Between the:

TOWN OF ACTON,

TOWN OF BOXBOROUGH,

TOWN OF CONCORD,

TOWN OF LITTLETON,

TOWN OF MAYNARD

TOWN OF STOW,

TOWN OF WESTFORD

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (the “Agreement”) is entered into this ___ day of _____, 2013, by and among:

- The Town of Acton (hereinafter referred to as “Acton”), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 472 Main Street, Acton, MA 01720, acting by and through its Board of Selectman;
- The Town of Boxborough (hereinafter referred to as “Boxborough”), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 29 Middle Road, Boxborough MA 01719, acting by and through its Board of Selectman;
- The Town of Concord (hereinafter referred to as “Concord”), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 22 Monument Square, Concord, MA 01742, acting by and through its Board of Selectman;
- The Town of Littleton (hereinafter referred to as “Littleton”), a Massachusetts municipal corporation with a principal place of business at the Littleton Town Offices, 37 Shattuck Street, Littleton MA 01460, acting by and through its Board of Selectman;
- The Town of Maynard (hereinafter referred to as “Maynard”), a Massachusetts municipal corporation with a principal place of business at the Maynard Town Offices, 195 Main Street, Maynard MA 01754, acting by and through its Board of Selectman;
- The Town of Stow (hereinafter referred to as “Stow”), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 380 Great Road, Stow, MA 01775, acting by and through its Board of Selectman;
- The Town of Westford (hereinafter referred to as “Westford”), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 55 Main Street, Westford MA 01886, acting by and through its Board of Selectman;

(each town or governmental unit a “Party” and all collectively the “Parties”).

RECITALS

WHEREAS, G.L. c. 40, § 4A, as amended, allows the Chief Executive Officer of a city or town, or a board, committee, or officer authorized by law to execute a contract in the name of a governmental unit to enter into agreements with one or more other cities, towns or governmental units to perform jointly activities or undertakings which any one of them is authorized by law to perform.

WHEREAS, G.L. c. 40, § 4A, as amended, sets forth requirements for and parameters of such intermunicipal agreements.

WHEREAS, the Parties collectively seek to provide coordinated, cross-town transportation management services (“TMS”) to further the public health, safety and welfare in their respective communities by creating more efficient transportation management and related services among residents and businesses; providing leadership in combining area resources to maximize mobility within and access to the communities; coordinating a network of transportation resources; enhancing the area’s economic vitality while mitigating traffic impacts; and making efficient use of public transportation resources.

WHEREAS, the Parties believe it is in their best interests to provide TMS by, among other things, coordinating and sharing dispatch and other administrative capabilities in connection with their current provision of transportation services; coordinating existing TMS such as community ride and elderly transportation services; contracting collectively with private entities to provide additional TMS; providing TMS to private entities and institutions within their communities in exchange for service fees; and seeking legislative reform or authorization to permit formation of an entity consisting of governmental, private, and institutional entities to offer TMS.

WHEREAS, each Party has authorized participation in the Agreement.

WHEREAS, the Parties have applied or will apply collaboratively for Local, State or Federal funding to provide TMS.

WHEREAS, the Parties agree to designate a Lead Party to streamline the administration of services under this Agreement;

NOW, THEREFORE, for adequate consideration the receipt and sufficiency are hereby acknowledged, pursuant to the authority contained in G.L. 40, § 4A, the Parties mutually agree as follows:

SECTION 1 - SCOPE OF SERVICES UNDER AGREEMENT

1.1 The Parties agree to coordinate and improve cross-town TMS in three phases as follows:

(a) Phase I: Coordination of Existing TMS

- Sharing and coordination of dispatch services for existing TMS
- Sharing and coordination of existing TMS such as community ride and elderly transportation programs
- Route coordination for existing TMS

(b) Phase II: "Soft" TMS

- Informational kiosks and brochure racks regarding transportation resources
- Assistance and advocacy to improve transit scheduling, including coordination with state and local transportation and planning agencies
- Transportation awareness events
- Transit pass purchase and management programs.
- Transportation management training for Parties and private and institutional entities
- Guaranteed ride home services for Parties and private and institutional entities

(c) Phase III: "Hard" TMS

- Shuttle services
- Vanpool Programs

1.2 The Parties will prepare a separate, detailed Scope of Services and Budget for each phase. The Scope of Services and Budget for each phase must be approved by a majority of the Parties. A Party voting to approve the Scope of Services and Budget for a phase shall be entitled to participate in the TMS for that phase and must pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services for that phase. Any other Party shall not be entitled to participate in the TMS for that phase unless it expressly agrees in writing to pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services and Budget for that phase, updated by actual experience at the time the other Party seeks to participate in the TMS for that phase.

1.3 The Parties will determine when and if to provide any or all of the TMS described in Sections 1.1 and 1.2, or any additional TMS and whether to provide those TMS directly or by contracting with one or more outside entities in accordance with applicable public procurement laws. Nothing in this Agreement shall preclude the Parties from providing additional or different TMS in any phase as they deem appropriate in a Scope of Services and Budget approved for that phase.

1.4 The Parties may provide services to a private or institutional entity situated in whole or in part within the geographic limits of one or more of the Parties; provided, however, that the Parties will require a fee to cover the expense of providing those services. That fee shall be approved by a majority of the Parties and set forth in a Memorandum of Understanding to be executed by the Lead Party and the private or institutional entity. The Parties shall assess such fees in compliance with all applicable laws regarding the assessment of fees for services by governmental units.

1.5 To facilitate and enhance their ability to provide TMS, the Parties may seek legislative reform or legislative authorization to form a new entity consisting of governmental, private, and/or institutional entities, or to add private and/or institutional entities as additional parties to this Agreement.

SECTION 2 – ORGANIZATION AND CONTRACTING AUTHORITY

2.1 Each Party, through its Board of Selectmen, shall each designate a representative (the “Representative”) and an alternate representative (the “Alternate”) duly authorized to act for the Party in all matters pertaining to this Agreement. Any decision required by this Agreement to be made by a majority or two-thirds (2/3) vote of the Parties shall be made in an open meeting of the Party Representatives in compliance with the provisions of the Open Meeting Law, G.L. c. 30A, §§ 18-25. A Party’s Representative may delegate to the Party’s Alternate responsibility to act at a meeting with respect to any particular matter or matters under this Agreement; otherwise, the Party’s Alternate may act in place of the Party’s Representative in the case of an absence, inability to act, or conflict of interest on the part of the Party’s Representative.

2.2 Each Party’s Representative shall designate a Point of Contact for the Party who shall act as the Party’s staff and perform or manage day-to-day activities for the Party arising out of this Agreement.

2.3 Each Party’s initial Representative, Alternate and Point of Contact shall be as follows; and each Party shall notify the other Parties in writing of any change in its Representative, Alternate or Point of Contact under this Agreement:

PARTY	REPRESENTATIVE	ALTERNATE	POINT OF CONTACT
Acton	Steven Ledoux Town Manager Town Hall 472 Main Street Acton, MA 01720 T: (978) 929-6611 F: (978) 929-6350 sledoux@acton-ma.gov		Doug Halley Health Director Town Hall 472 Main Street Acton, MA 01720 T: (978) 929-6632 F: (978) 264-9630 dhalley@acton-ma.gov

2.4 Acton is designated the Lead Party under this Agreement. The Lead Party may be changed prospectively by vote of at least two-thirds (2/3) of the Parties.

2.5 The Lead Party shall act for the Parties with respect to all grant applications to be submitted and gifts and grants received collectively by the Parties pursuant to this Agreement.

2.6 The Lead Party shall act as the Parties’ purchasing agent pursuant to G.L. c. 7, § 22B, for all contracts to be entered into collectively by the Parties pursuant to this Agreement. For any such contract requiring an appropriation by the participating Parties, final approval of

the contract must be obtained from the Representative of each participating Party. Any such contract made collectively by the Parties shall designate each Party's allocated share of the cost of said purchase, and each Party shall have sole responsibility for payment due the vendor for the Party's allocated share of such purchase.

2.7 All day-to-day correspondence and documents concerning this Agreement shall be directed to the applicable Lead Party care of its current Point of Contact.

2.8 As of the effective date of this Agreement, the Parties have submitted grant applications, plans, and other collaborative proposals, and have individually entered into the contracts or agreements concerning TMS identified in **Exhibit A** to the Agreement.

2.9 CHANGE ORDERS: The Parties acknowledge that it is conceivable that work may be undertaken beyond an approved Scope of Services pursuant to Section 1 of this Agreement which would deviate from the established Budget in the applicable Scope of Services. Except in the case of an emergency, any such change requiring an alteration to a Party's financial contribution under this Agreement shall require prior written approval by the affected Party's or Parties' Representative(s). Change orders that will not affect financial obligations may be approved by the Lead Party in its discretion.

SECTION 3 - COSTS AND FINANCING

3.1 APPORTIONMENT OF COSTS AND GRANT FUNDING: As applicable, costs incurred and grant funding received for TMS under this Agreement shall be apportioned (a) among the participating Parties in accordance with the approved Scope of Services and Budget for each phase under Section 1.2, and (b) otherwise among all Parties in accordance with the allocation set forth in **Exhibit B** which may be amended pursuant to a vote of at least two-thirds (2/3) of the Parties. However, the maximum financial liability of each Party under this agreement is as specified in that Party's authorizing vote to enter into this agreement. A copy of each Party's authorizing vote is attached in **Exhibit C** to this Agreement.

3.2 ADMINISTRATIVE COSTS: The Parties agree to reimburse the Lead Party, according to their allocated share pursuant to Section 3.1, to cover the reasonable administrative costs incurred by the Lead Party to administer this Agreement on behalf of all Parties, including, without limitation, the cost to prepare annual reports under Section 4.2 and to conduct an audit pursuant to Section 4.3. Individual Party costs, such as administration and legal expenses, incurred outside of the scope of this Agreement and specific to the needs of any one particular Party, will be borne solely by that Party.

3.3 Pursuant to G.L. c. 40, § 4A, as amended, any Party when duly authorized to do so in accordance with the provisions of applicable law, may raise money by any lawful means including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under this Agreement.

3.4 Pursuant to G.L. c. 40, § 4A, any funds received under the provisions of G.L. c. 44, § 53A, as amended, for contribution towards the cost of TMS, including interest thereon, may be expended in accordance with the provisions of that statute and any other applicable law.

3.5 All contracted invoices under this Agreement will be submitted to the Lead Party with a copy to each participating Party. Each Party shall timely pay its allocated share of the undisputed amount of each invoice, and shall provide a copy of said payment to the Lead Party. If a Party disputes any such invoice or its allocated share thereof, the Party shall immediately notify the Lead Party and the other Parties so that the dispute can be promptly resolved among the Parties or with the vendor as applicable. All bills and payrolls submitted for work done under this Agreement shall be plainly marked: PROVIDED UNDER AUTHORITY OF THE INTERMUNICIPAL AGREEMENT DATED _____.

3.6 On a monthly basis in arrears, the Lead Party shall invoice each other Party for that Party's allocated share of the Lead Party's administrative costs incurred under Section 3.2 to administer this Agreement on behalf of all Parties. Within 30 days of its receipt of that invoice, the invoiced Party shall reimburse the Lead Party for that allocated share of administrative costs. Any reimbursement received by a Party under this Agreement shall be credited on that Party's books to the account of estimated receipts, except funds received under G.L. c. 44, § 53A as set forth in Section 3.4 of this Agreement.

SECTION 4 – FINANCIAL SAFEGUARDS AND RECORDKEEPING

4.1 ACCESS TO RECORDS: The Lead Party shall keep a written record of its official proceedings concerning this Agreement, and shall at all times keep full and accurate financial records which shall be open at appropriate times to inspection by the Parties and by auditors so designated and by the Commonwealth. Such records shall include accurate and comprehensive records of grant funds authorized, services performed, costs incurred, and reimbursements and contributions received.

4.2 ANNUAL REPORTS: Annually, during the first week of September, the Lead Party shall provide to the other Parties a written summary of its actions on behalf of the Parties, including, but not limited to, grant funds received and disbursed, services performed, costs incurred, and reimbursements and contributions received, for the previous fiscal year ending with the immediate past June 30th.

4.3 AUDITS: On the written request of a majority of the Parties, the Lead Party shall arrange for an audit of records concerning the Agreement by an auditing entity approved by a majority of the Parties. The Lead Party shall provide a copy of any such audit report to all Parties. The Parties shall work cooperatively to resolve any issues raised by any such audit.

SECTION 5 – PERSONNEL AND EQUIPMENT

5.1 Pursuant to G.L. c. 40, § 4A, employees, servants, or agents of a Party while engaged in performing any service, activity, or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that Party, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit or units.

5.2 Pursuant to G.L. c. 40, § 4A, the vehicles or equipment of a Party while engaged in performing any service, activity or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that Party, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

SECTION 6 – REMEDIES

6.1 If a Party fails to timely pay its allocated share of any undisputed invoice, then after five days advance notice, any other Party or Parties may pay that amount and thereupon shall be entitled to recover from the defaulting Party reasonable costs and attorneys' fees to collect that amount from the defaulting Party. If a Party fails to timely reimburse the Lead Party for the Party's allocated share of the Lead Party's administrative costs incurred under Section 3.2 to administer this Agreement on behalf of all Parties, the Lead Party shall be entitled to recover from the defaulting Party reasonable costs and attorneys' fees to collect that amount from the defaulting Party.

6.2 If any participating Party fails to fulfill any material obligation or condition of this Agreement, the other Parties shall have the right to suspend the participation of the offending

Party by a vote of two-thirds (2/3) of the other Parties and by giving sixty (60) days' notice, in writing, of their intent to do so. Upon receipt of such notice, the Party shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting Party.

6.3 If any administrative board, commission or division of the state or federal government or any court materially impairs, alters, restricts or limits, directly or indirectly any Party's rights, powers or authority to perform under this Agreement, and such governmental action was not the result of any omission or action by that Party, it may suspend its participation in this Agreement by giving sixty (60) days written notice to the other Parties. The notice of suspension shall be given within ten (10) business days after the Party receives written notice of the action of decision of such agency, board, commission, division or court. It is the intent of this notice provision to give the other Parties as much advance notice as possible.

6.4 All Parties reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein. Nothing in this Agreement shall deprive a Party of any remedy, power, or authority which it has at law or under its by-laws, except where expressly set forth in this Agreement or G.L. c. 40, § 4A.

6.5 Pursuant to G.L. c. 40, § 4A, notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempted from liability for its obligations under this Agreement.

6.6 The responsibilities undertaken by the Lead Party designated under this Agreement are for the common goals of this Agreement and in no way does this Agreement relieve other Parties from their individual or joint legal obligations under this Agreement or under any applicable law or regulation.

SECTION 7 – MISCELLANEOUS

7.1 NO THIRD PARTY BENEFICIARIES: The Parties are the sole and exclusive beneficiaries of the Agreement, subject to its terms and to all applicable law. This Agreement shall not take effect until it has been executed by duly authorized signatories of all of the Parties.

7.2 TERM: The term of this Agreement shall be for a period of three (3) years from the last signatory's date hereof, unless sooner amended or terminated as herein provided. The Agreement may be renewed in three year increments by an extension duly authorized by the Representatives of the Parties.

7.3 WITHDRAWAL: Any Party may withdraw from this Agreement upon sixty (60) days written notice to the remaining Parties pursuant to G.L. c. 40, § 4A, as amended. The withdrawing Party shall remain liable for all obligations undertaken by it or on its behalf pursuant to this Agreement prior to the effective date of its withdrawal, and the remaining Parties

shall be reimbursed for all services and expenses rendered to the withdrawing Party prior to the effective date of withdrawal.

7.4 AMENDMENT: No officer, official, agent, or employee of any of the participating Parties shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the participating Parties by making any promise or representation not contained herein, except by an authorized written amendment. Said amendment shall be executed in the same manner as this Agreement.

7.5 ADDITIONAL PARTIES: This Agreement may be amended by a vote of two-thirds (2/3) or more of the existing Parties to add any governmental unit within the meaning of G.L. c. 40, § 4A, including a city; town; regional school district; a district as defined in G.L. c. 40, § 1A; a regional planning commission, however constituted; a regional transit authority established pursuant to G.L. c. 161B; a water and sewer commission established pursuant to G.L. c. 40N or by special law; a county; or a state agency as defined in G.L. c. 6A, § 1, as an additional party.

7.6 ASSIGNMENT: This Agreement may not be assigned or transferred by any participating Party without the express written consent of at least two-thirds (2/3) of the other Parties with the same formalities as are required for the execution of this Agreement.

7.7 SEVERABILITY: If any provision, section, phrase or word contained in this Agreement is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of G.L. c. 40, § 4A, as amended, then it is the intention of the Parties that the remaining provisions hereof shall continue in full force and effect.

7.8 TERMINATION: This Agreement may be terminated by majority vote of the Parties effective sixty (60) days after said vote and upon written notice from the Lead Party to all other Parties. Each Party shall remain liable for all obligations undertaken by it or on its behalf pursuant to this Agreement prior to the effective date of termination. The Lead Party shall be reimbursed for all reasonable administrative costs incurred for the benefit of all Parties to wrap up the terminated Agreement.

7.9 NOTICE: Any written notice required by this Agreement shall become effective (i) upon personal delivery thereof, including without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email, upon receipt thereof. Any written notice shall either be mailed certified mail, postage prepaid, or sent by overnight delivery service, email or by hand. Any written notice shall be directed to each Party' Representative and Point of Contact at the most recent addresses listed in Section 2.3 or in a subsequent notice provided hereunder changing the Party' Representative and Point of Contact.

SIGNATORS

IN WITNESS WHEREOF, the Parties have caused their proper representative on the day and year first above written to execute this Agreement:

[SIGNATURE PAGES AND EXHIBITS ATTACHED]



Signature Page

TOWN OF ACTON

By its Board of Selectmen:

DATE:

WITNESS

Signature Page

TOWN OF _____

By its Board of Selectmen:

DATE:

WITNESS

EXHIBIT A

List of prior grant applications, plans, and collaborative proposals, and prior contracts or agreements concerning TMS



EXHIBIT B

Parties' Cost Allocation

Annual Dues Structure for Member Companies

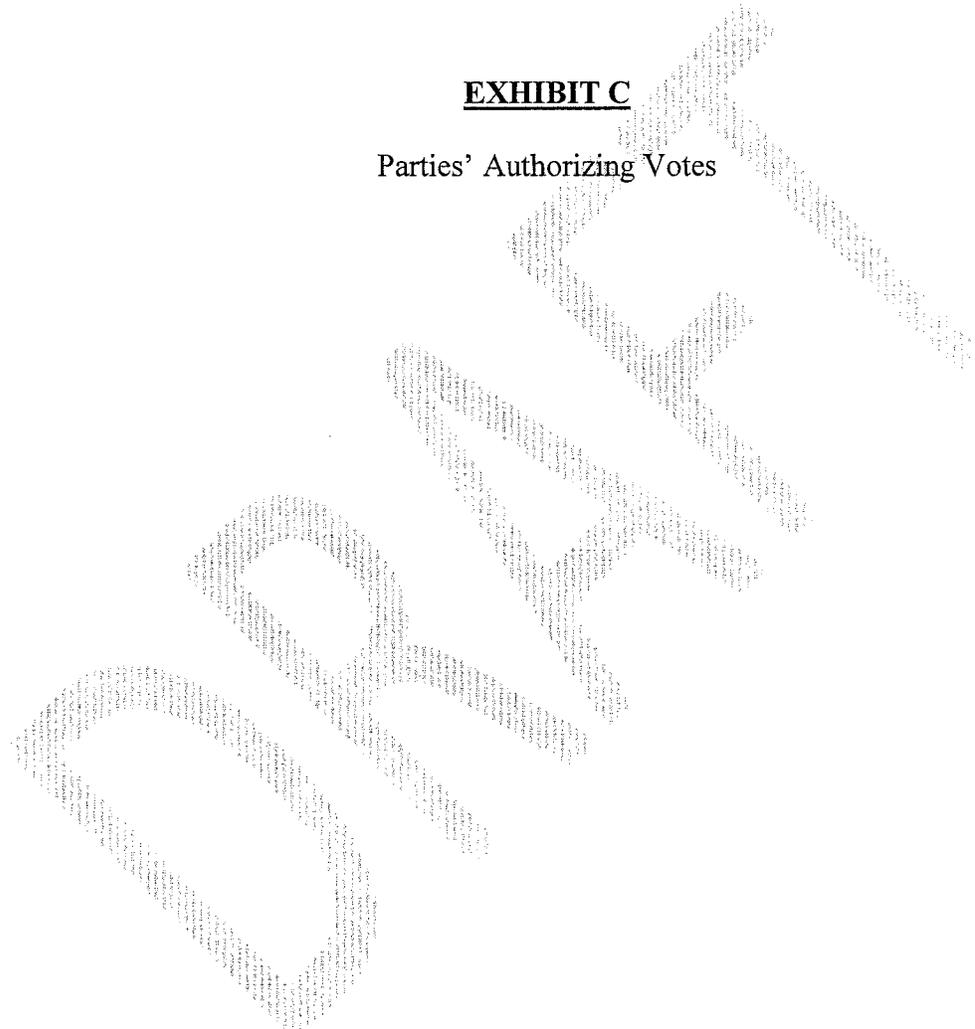
> 1000 Employees	\$7,500
500 - 999 Employees	\$5,000
250 - 499 Employees	\$2,500
<250 Employees	\$1,000
Developers w/>200,000 Sq Ft	\$5,000
Developers w/<200,000 Sq Ft	\$2,500

Initial Matching Funds for Member Communities

Hours of Service	
21+ hours of service/day	\$5,500
10 - 20 hours of service/day	\$4,000
<10 hours of service/day	\$2,500
TMA only	\$2,500
Monthly Ridership	
0 - 250	\$250
250 - 500	\$500
500 - 750	\$750
750 - 1000	\$1,000

EXHIBIT C

Parties' Authorizing Votes



Community Innovation Challenge Grant and CrossTown Connect

Project Update
& Next Steps

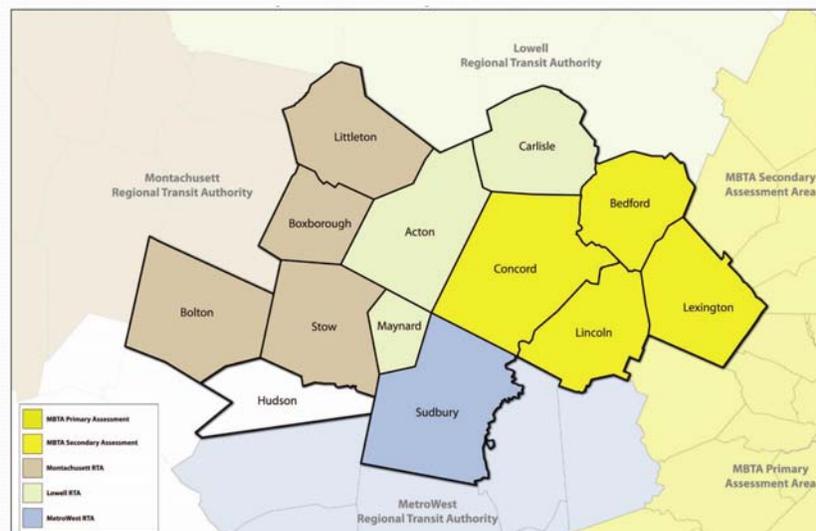
Regional Transportation Update

- Community Innovative Challenge Grant
 - Challenges
 - Final Report Submitted
 - Transition to Transportation Management Association (TMA)
 - Branding the TMA
 - Name, Tag line and logo
 - Implementation - Budget

CHALLENGES

- Expanding Interested Stakeholders
 - Concord and Westford
 - Cisco, Fiba, Gutierrez Company, IBM & Sam Park Co
- New Model Needs to Fit a Legal Standard
 - Public/Private Partnership
 - Inter-municipal Agreements
- Dispatch Technology
 - Independent Scheduling
 - Dispatcher/Driver Data sharing

Regional Transportation Alliances



Community Innovation Challenge Grant

- Final Report
 - The goals of the TMA will address:
 - “Daily needs” trips for area residents such as shopping or medical appointments
 - Traditional commuting from the service area into the immediate Boston area
 - Suburb to suburb commuting
 - Reverse commuting from the immediate Boston area to this service area

Transition to Transportation Management Association

- Inter-municipal Agreement on Steroids
 - Agreements would specify mechanisms for
 - Private support matched to public services
 - Selection of lead community
- Transition to TMA with targeted legislation changes
 - Amend existing IMA legislation
 - Allow formation of public/private TMA
 - Address liabilities/conflict of interest, etc.

How to Brand the TMA?

- Brand Name?
 - CrossTown Transit
 - CrossTown Transportation
 - CrossTown Connect
- CrossTown Connect Consensus Choice

● Consultant Recommended - Tag Lines

- A Collaborative Community Transportation Network
 - A Collaborative Community Transportation System
 - A Transportation Network Bringing Communities Together
- Tag Lines not warmly received
- Jessica Strunkin – 495 Partnership
 - Your Community, Your Transportation, Your Way
 - Consensus Agreement

• Consultant Recommended Logos?



CrossTownConnect



Your Community, Your Transportation, Your Way

What will be the next steps?

- Implement the Three Grant Awards
 - Community Innovation Challenge Grant
 - \$60,000
 - Mobility Manager Grant
 - \$16,000
 - Dispatch Services Grant
 - \$40,000

Community Innovative Challenge 2

- Grant has a four prong focus
 - Identify and seek additional public partners
Concord and Westford already committed
 - Identify and seek additional private partners
Cisco, FIBA, IBM, Guitterez Company
and Sam Park Co letters of support
 - Advance Dispatching Technology
 - Assist in Implementation of the TMA

• Community Innovation Challenge 2

- Contract with ANF signed
- RFP advertised and awarded to
TransAction Associates
 - Analyze new partners (Concord and Westford)
 - July through September
 - Advance Dispatch Technology
 - August 1st implementation date
 - Operate and Manage CrossTown Connect
 - 6 months at half budget

CrossTown Connect

- Mobility Manager
 - Public and Private Transportation Services
 - Inventory of services
 - Development of Data base
 - Outreach and Information
 - Local Businesses
 - Municipalities

CrossTown Connect

- Dispatch Services
 - Each Town will retain its services
 - Vans
 - Drivers
 - Dispatch hours will be increased
 - Same day scheduling
 - Increase efficiency and effectiveness

CrossTown Connect

- Annual Budget
 - Administrative Expenses = \$92,000
 - Director, support staff, office, programs
 - Marketing Expenses = \$8,000
 - Bike to Work, Promotions/Incentives, Materials
 - Dispatch Operations = \$66,000
 - Central dispatch, software, IT Maintenance
 - Total Budget = \$166,000

CrossTown Connect

- Sources of revenues
 - **Community Innovation Challenge** = \$27,000
 - **Mobility Manager** = \$16,000
 - **Dispatch Services** = \$44,000
 - **Total** = \$87,000
 - 6 Private Partners = \$27,000
 - MassRide Reimbursement = \$50,000
 - **7 Public Partners** = \$27,000
 - **Total** = \$104,000

CrossTown Connect

- Community Contribution?
 - Based on Level of Service
 - Hours of Service Categories
 - A - 21+ hours of service/day - \$5,500
 - B - 10-20 hours of service/day - \$4,000
 - C - <10 hours of service/day - \$2,500
 - D - TMA only - \$2,500
 - Monthly Ridership Categories
 - A - 0-250 - \$250
 - B - 250-500 - \$500
 - C - 500-750 - \$750
 - D - 750-1000 - \$1,000

CrossTown Connect

- Next Steps
 - Begin 2nd CIC Project
 - Finalize Inter-municipal Agreement
 - Reach consensus on financial commitment
 - Data analysis of Concord and Westford
 - CrossTown Connect TMA SERVICES
 - Have started!

CrossTown Connect

A History

In 2009 a group of committed local transportation advocates participated in the Massachusetts Institute for Transportation Coordination. This effort led to the creation of a collaborative group that continued to meet.

The group grew to include other interested stakeholders and with support from the Work Without Limits initiative continued to define its purpose and work on local transportation initiatives.

In 2012 the Governor's Office funded a collaboration of Acton, Boxborough, Littleton, Maynard, Stow, and Clock Tower Place through a Community Innovation Challenge Grant. The goal of the project was to work on the regionalization of transportation services and to put a formal structure in place for future collaboration. *CrossTown Connect* is the result of that effort.

CrossTown Connect

A unique public-private partnership.



CrossTown Connect
12 Clock Tower Place
Suite 260 G
Maynard, MA 01754

What is a TMA?

A Transportation Management Association (TMA) is a partnership between businesses and communities. Participants are joined together for the purpose of reducing traffic congestion and air pollution and improving transportation options in a defined region.

CrossTown Connect is a unique TMA in the communities of Acton, Boxborough, Concord, Littleton, Maynard, Stow and Westford. The TMA addresses:

- Traditional Commuting – from suburban locations into the City
- Suburb-to-Suburb Commuting – from one suburb to another across the region
- Reverse Commuting – from the City into the suburban area
- Daily Needs Trips – Non-commuting trips in the region that are made for a variety of reasons (shopping, medical appointments, etc.)

CrossTown Connect will be overseen by a Board of Directors where each member will vote on matters related to the operation of the organization. The TMA will focus on:

- working closely with public agencies and stakeholders,
- establishing employee transportation networks,
- advocating for resources and legislation,
- facilitating "last mile" connections,
- providing commuter services
- marketing programs

What does a TMA do?

CrossTown Connect will work to:

- Decrease traffic congestion and improve mobility across the region
- Facilitate local economic development
- Develop local transportation infrastructure, services and programs
- Reduce mobile source emissions to improve air quality and the environment
- Serve as a conduit between communities and businesses to facilitate compliance with zoning ordinances

CrossTown Connect programs:

- Ridematching to form carpools
- Emergency Ride Home Program (insurance policy if employees shared a ride and need to get home)
- Vanpool formation with larger groups interested in sharing the commute
- Promoting active commuting options like biking and walking
- Marketing programs to promote alternatives to driving alone
- Assisting employers in implementing pre-tax transit benefits
- Advocating for improved services in the region
- Information updates about construction projects
- Grant writing to secure funds
- Updates on regional transportation initiatives

Advantages to participating in a TMA

- Provides formal structure for collaboration between businesses, municipalities and stakeholders
- Encourages sustainable, cost-effective transportation options that reduce dependence on single-occupancy vehicles
- A green initiative that reduces traffic congestion and improves air quality
- TMA Programs assist employers with recruitment and retention efforts
- Businesses and municipalities share financial resources and open revenue streams to fund programs and services
- Employs staff that can implement a workplan established by the Board
- Private dollars are stretched further with public dollars when taking advantage of grant opportunities

For more information contact
CrossTown Connect.

Appreciation Day 2012 Notes

Crowd size: 100 (est)

Quantities used:

burgers - 120?

dogs - 130

sausages - 36 (Market Basket long sweet Italian)

buns to match (BJ'S: large sesame Wellesley Farms burger buns, New England style hot dog buns; Market Basket: Martin's hoagie rolls)

chips - 3 (22 oz) bags

green salad - 2 large bowls

pasta salad - 2 medium bowls (48 oz dry pasta and ingredients to match)

cake - 1 1/2 sheet cakes

water - 100 bottles

soda - 75 cans

mustard - 1 dijon, 2 guldens brown, 1 large yellow

ketchup - 2 large organic

Suggestions

Start setup by 2:45 and cooking by 3:45 so meats are ready to go at 4 PM.

Different setup outside: long table at each end, grilles in the middle. Coolers on the ground.

Regular tables might be better than picnic tables, which cut down on walk space and make guests reach across the benches. Coolers outside means guests don't have to go in then come back out. It saves us having to lug drinks and ice upstairs and a tub of melted ice water back down at cleanup.

Guests start at one end, get plates, napkins, cutlery, buns, then get the meats in the middle, then condiments, chips, and drinks. Salads, apples, cider and dessert inside.

Make 50% more peppers & onions: 12 large yellow onions, 12 large peppers, (6 green, 6 red).

Tray warmers (or just put trays with cooked meats on top of Weber grilles and move as needed).

Les' notes

Agree with cookies rather than cake – we can offer more varieties and people can take home.

Regular tables for food prep would provide more space. I don't recall such a problem last year, perhaps because we set up at the ends of the walk where there is more room. Using the regular tables would help. Drawbacks to regular tables are 1) would need to bring inside if it began raining hard – unless we have plastic sheets on hand to protect them; 2) we have fewer tables inside to sit but it might work out. Regardless some planning around traffic flow and logistics for next year is in order.

One surprise was the large number of people who choose to sit on the front steps. Didn't seem to create access problems but it could get out of hand if too crowded.

It was pointed out that we forgot to unlock the side door for ADA compliant access via elevator. It worked out, but next year we need to put that on the checklist.

When I cleaned up today, I noted quantities left in town hall, so we can cross-check our consumption estimates. It seems we had many more drinks – soda, water, cider than needed. Perhaps 2X? I did not make a tally of the stuff that was sent to the Fire Station immediately after the event, but I believe it included about 10-11 packages of hot dogs in one carton that was opened. At 8 dogs/package, this is about 80-88 dogs. Some number of frozen or nearly frozen burgers went; I think it was 15-20? We sent the left over green salad, and dressings, and hamburger, hotdog buns to match the above. I don't recall whether we also sent a bag of chips, but think we did.

On Sunday, I found a bag with 10 frozen hamburgers in the freezer and delivered those to the Fire Station along with about the same number of burger buns left in bags that had been opened.

There were two cans of regular Coke and two of Sprite that I left in refrigerator for town hall staff.

There were 3 gallons of cider left from the 6 I had provided. Frank took one, and I took the one I'd donated from Harvest Fair, and I left two gallons in the fridge for town hall folks. If this is not wanted by the town hall crew, suggest taking one to DPW, one to Fire.

Practically the complete box of drinking straws was left. A few were taken from one package, but that's it. Forget straws for next year.

Here's the tally of everything else left at town hall:

1. 2 full boxes of burgers @ 40 each = 80 burgers
2. 1 full box of franks @ 12x8 = 96 franks

3. 2 bags chips
4. 7 bags of 12 hamburger rolls each
5. 5 bags of 16 frank rolls each
6. 3 large ketchup (32 oz)
7. 2 Gulden's mustard (12 oz)
8. 60 cans diet Coke: two 30-can cases, one opened, and one not.
9. 115 bottles of water, including 64 in two unopened packs.

I suggest items 1-7 be donated to the food pantry.

For items 8, 9, I suggest:

- Offer the diet Coke to the food pantry and if they decline, split it up among town hall, PD, FD, DPW.
- Offer the two unopened bottled water packs to the food pantry and keep the remaining loose 51 (115-64) for town hall use, committee meetings, place some at the library, etc.

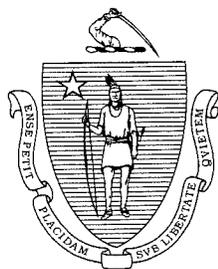


Internal Communications and Outgoing Communications
September 9, 2013

1. Letter from State Senator Jamie Eldridge, dated August 1, 2013, to TA Shaw, providing an update on recent legislative actions and the State's FY 2014 budget, along with FY 2014 Estimated Distribution & Reimbursements Reports. *
2. Memorandum and Recommendation for Revised FY 2014 A-B Regional School District Budget and Assessment for August 22, 2013 from A-B School District Director of Finance Sharon "Tess" Summers, dated August 26, 2013 to the Chairman, Board of Selectmen and others.*
3. August 2013 Monthly Construction Activity Report from the Building Department, dated September 5, 2013.*
4. The Boxborough Historical Society, Inc.'s newsletter, dated August 27, 2013.#

Indicates that the item had been previously distributed.

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



The Commonwealth of Massachusetts

MASSACHUSETTS SENATE

SENATOR JAMES B. ELDRIDGE

Middlesex and Worcester District

STATE HOUSE, ROOM 413A
BOSTON, MA 02133-1053
TEL. (617) 722-1120
FAX (617) 722-1089

JAMES.ELDRIDGE@MASENATE.GOV
WWW.MASENATE.GOV

Chairman
COMMITTEE ON HOUSING

Vice Chairman
SENATE COMMITTEE ON GLOBAL WARMING
AND CLIMATE CHANGE

DISTRICT OFFICE
225 MAIN STREET, ROOM 106
MARLBOROUGH, MA 01752
TEL. (508) 786-3040

August 1, 2013

Selina Shaw
29 Middle Road
Boxborough, MA 01719

Dear Selina,

I write to share with you a couple of recent pieces of legislative action that will be of interest to you and your community: the FY2014 budget and the transportation finance bill.

The Legislature has passed, and Governor Patrick has signed, the FY2014 budget with a total appropriation of around \$34 billion. Several veto overrides are still pending, but I wanted to share a few highlights with you. This budget represents the Legislature's continuing commitment to cities and towns, by making increases in Unrestricted General Government Aid, Chapter 70 education aid, and the Special Education Circuit Breaker – the three largest sources of direct state aid to municipalities and school districts.

Unrestricted General Government Aid (UGGA) received its first increase since FY10, at \$920.2 million, \$21.3 million above current FY2013 levels. Chapter 70 education aid increased 3 percent above current FY2013 levels to \$4.31 billion. The FY2014 budget also provides full funding as well as \$51.5 million for Regional School Transportation. Specific amounts for your municipality are attached. Because the budget was approved before the transportation finance bill was adopted, the Governor vetoed several items which would have left the budget unbalanced, including UGGA funds. However, I along with my colleagues voted to override these vetoes, approving these critical funds.

The Legislature also passed *An Act Relative to Transportation Finance*, which raises an average of \$500 million a year in new revenues and dedicates an average of \$600 million a year to transportation over five years for much needed improvements to our state's

transportation infrastructure. The funding is not only for road and bridge maintenance and expansion projects, but also for regional transit authorities, commuter rail service, and rail trails.

I also want to take this opportunity to thank you for all of your hard work on behalf of your constituents. As always if you have any questions, concerns or a matter that I can be of assistance with, please do not hesitate to contact my office at (617) 722-1120.

Sincerely,

go. 

Jamie Eldridge

State Senator

Middlesex and Worcester District

How are you?

I hope that you had a great summer!

BOXBOROUGH**A. EDUCATION:****Distributions and Reimbursements:**

1. Chapter 70	1,320,503
2. School Transportation <i>Chs. 71, 71A, 71B and 74</i>	<u>0</u>
3. Charter Tuition Reimbursements <i>Ch. 71, s. 89</i>	<u>0</u>
4. Smart Growth School Reimbursements <i>Ch. 40S</i>	<u>0</u>

Offset Items – Reserve for Direct Expenditure:

5. School Lunch <i>1970, Ch. 871</i>	<u>0</u>
6. School Choice Receiving Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	<u>179,595</u>

Sub-Total, All Education Items**1,500,098****B. GENERAL GOVERNMENT:****Distributions and Reimbursements:**

1. Unrestricted General Government Aid	218,400
2. Local Share of Racing Taxes <i>1981, Ch. 558</i>	<u>0</u>
3. Regional Public Libraries <i>Ch. 78, s. 19C</i>	<u>0</u>
4. Urban Renewal Projects <i>Ch. 121, ss. 53-57</i>	<u>0</u>
5. Veterans' Benefits <i>Ch. 115, s. 6</i>	<u>0</u>
6. Exemptions: Vets, Blind, Surviving Spouses & Elderly <i>Ch. 58, s. 8A; Ch. 59 s. 5</i>	<u>10,731</u>
7. State Owned Land <i>Ch. 58, ss. 13-17</i>	<u>3,003</u>

Offset Item - Reserve for Direct Expenditure:

8. Public Libraries <i>Ch. 78, s. 19A</i>	<u>9,547</u>
---	--------------

Sub-Total, All General Government**241,681****C. TOTAL ESTIMATED RECEIPTS, FISCAL 2014****1,741,779**

BOXBOROUGH**A. County Assessments:**

1. County Tax: <i>Ch. 35, ss. 30, 31</i>	0
2. Suffolk County Retirement <i>Ch. 61, Acts of 2009, s. 10</i>	0
Sub-Total, County Assessments	0

B. STATE ASSESSMENTS AND CHARGES:

1. Retired Employees Health Insurance <i>Ch. 32A, s. 10B</i>	0
2. Retired Teachers Health Insurance <i>Ch. 32A, s. 12</i>	0
3. Mosquito Control Projects <i>Ch. 252, s. 5A</i>	26,533
4. Air Pollution Districts <i>Ch. 111, ss. 142B, 142C</i>	1,876
5. Metropolitan Area Planning Council <i>Ch. 40B, ss. 26, 29</i>	1,613
6. Old Colony Planning Council <i>1967, Ch. 332</i>	0
7. RMV Non-Renewal Surcharge <i>Ch. 90; Ch. 60A</i>	2,640
Sub-Total, State Assessments	32,662

C. TRANSPORTATION AUTHORITIES:

1. MBTA <i>Ch. 161A, ss. 8-9; 1974, Ch. 825, ss. 6-7</i>	19,939
2. Boston Metro. Transit District <i>1929, Ch. 383; 1954, Ch. 535</i>	0
3. Regional Transit <i>Ch. 161B, ss. 9, 10, 23; 1973, Ch. 1141</i>	12,753
Sub-Total, Transportation Assessments	32,692

D. ANNUAL CHARGES AGAINST RECEIPTS:

1. Special Education <i>Ch. 71B, ss. 10, 12</i>	0
2. STRAP Repayments <i>1983, Ch. 637, s. 32</i>	0
Sub-Total, Annual Charges Against Receipts	0

E. TUITION ASSESSMENTS:

1. School Choice Sending Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	8,086
2. Charter School Sending Tuition <i>Ch. 71, s. 89</i>	0
3. Essex County Technical Institute Sending Tuition <i>1998, Ch. 300, s. 21</i>	0
Sub-Total, Tuition Assessments	8,086

F. TOTAL ESTIMATED CHARGES, FISCAL 2014**73,440**

For additional information about how the estimates were determined and what may cause them to change in the future, please click on the following link: [Local Aid Estimate Program Summary](#).

NOTICE TO REGIONAL SCHOOL DISTRICTS

OF ESTIMATED RECEIPTS

General Laws, Chapter 58, Section 25A

ACTON BOXBOROUGH**A. EDUCATION****Distributions and Reimbursements:**

1. Chapter 70	7,198,422
2. Regional School Transportation <i>Ch. 71, s. 16C</i>	<u>746,205</u>
3. Charter Tuition Reimbursements <i>Ch. 71, s. 89</i>	<u>85,208</u>

Offset Items - Reserve for Direct Expenditure:

4. School Lunch <i>1970, Ch. 871</i>	13,681
5. School Choice Receiving Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	<u>235,418</u>
6. Essex County Technical Institute Receiving Tuition <i>1998, Ch. 300, s. 21</i>	<u>0</u>

Total Estimated Receipts	<u>8,278,934</u>
---------------------------------	-------------------------

Estimated Charges:

7A. Special Education <i>Ch. 71B, ss. 10, 12</i>	27,165
8A. School Choice Sending Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	<u>66,665</u>
9A. Charter School Sending Tuition <i>Ch. 71, s. 89</i>	<u>466,411</u>

Total Estimated Charges	<u>560,241</u>
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B. TOTAL ESTIMATED RECEIPTS, NET OF ESTIMATED CHARGES, FY2014	<u>7,718,693</u>
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For additional information about how the estimates were determined and what may cause them to change, please click on the following link:
[Local Aid Estimate Program Summary](#).

Released July 25, 2013



Acton Public Schools # Acton-Boxborough Regional School District
16 Charter Road Acton, MA 01720 Phone: 978-264-4700 Fax: 978-264-3340 E-mail: tsummers@abschools.org

Sharon Summers
Treasurer

August 26, 2013

ACTON-BOXBOROUGH
REVISED ASSESSMENT FOR 2013-2014

TOWN OF BOXBOROUGH

To:

1. Chairman, Board of Selectmen c/o Executive Officer
2. Chairman, Finance Committee
3. Town Administrator
4. Town Treasurer
5. Town Accountant
6. Town Clerk

In accordance with Chapter 71, Section 16B and by vote of the Acton-Boxborough Regional School Committee on August 22, 2013, Boxborough's revised assessment for 2013-2014 has been set at \$5,822,527.

Enclosed are copies of the recommendation to the school committee and the analysis of assessment for FY'14.

Sincerely,

Sharon Summers
Treasurer

SLS/msa
Encl.

- c. Stephen Mills
- Marie Altieri
- Maria Neyland
- Kim McOsker
- Don Aicardi
- Denise Kelly

Office of the Superintendent
Acton Public Schools
Acton-Boxborough Regional School District
(978) 264-4700 x 3211
<http://ab.mec.edu>

TO: Acton-Boxborough Transitional Regional School Committee
FROM: Steve Mills, Superintendent
DATE: August 22, 2013
RE: **REVISED:** Recommendation for FY'14 Acton-Boxborough Regional
School District Budget and Assessments

**Recommendation for FY'14 Acton-Boxborough Regional School District Budget
and Assessments**

Attached is a copy of the Analysis of Assessments for FY'14. The Administration recommends that the total appropriation for the Acton-Boxborough Regional School District for the fiscal year of July 1, 2013 through June 30, 2014 be set at \$41,571,901 and that member towns be assessed in accordance with the Education Reform Law and the terms of the Agreement and amendments thereto as follows: Acton \$26,459,873; Boxborough \$5,822,527, remainder to be accounted for by the Anticipated Chapter 70 Aid in the amount of \$6,638,181, Anticipated Charter School Aid in the amount of \$85,208, Transportation Aid, Chapter 71, Section 16C in the amount of \$746,205, a transfer from E&D Reserves in the amount of \$729,678, regular transportation reimbursement from the Acton Public Schools and Boxborough Public Schools in the amount of \$1,089,571, and a transfer from the Junior High School Project Premium on Loan in the amount of \$658.

CC: Donald Aicardi, Director of Finance
Marie Altieri, Director of Personnel

Table 6
 ACTON-BOXBOROUGH RSD
 Analysis of Assessments
 Projected State Aid Numbers
 School Year 2013-2014

	GROSS BUDGET 2013-2014	ACTON 100%	BOXBOROUGH 100%
INSIDE DEBT LIMIT:			
OPERATING BUDGET	\$35,849,821	\$29,257,039	\$6,592,782
ACTON & BOXBOROUGH PUBLIC SCHOOLS REGULAR TRANSPORTATION COSTS	\$1,089,570	\$889,198	\$200,372
REGULAR TRANSPORTATION	\$1,383,486	\$1,152,191	\$231,264
OPFB TRUST FUND CONTRIBUTION	\$376,000	\$306,854	\$69,146
LOWER FIELDS CONSTRUCTION	\$123,518	\$106,979	\$16,539
SPEED TRANSPORTATION	\$852,789	\$695,937	\$156,822
TOTAL INSIDE DEBT LIMIT	\$39,675,123	\$32,408,197	\$7,266,926
OUTSIDE DEBT LIMIT:			
CONST DEBT SERVICE (JES & SHS/OUTSIDE 2 1/2)	\$462,934	\$400,947	\$61,987
SH CONSTRUCTION/RENOVATION	\$1,433,844	\$1,241,852	\$191,992
TOTAL OUTSIDE DEBT LIMIT	\$1,896,778	\$1,642,799	\$253,979
GROSS BUDGET	\$41,571,901	\$34,050,996	\$7,520,904
DEFERRAL OF TEACHER SALARIES	\$0	\$0	\$0
TOTAL BUDGET INCLUDING DEFERRAL	\$41,571,901	\$34,050,996	\$7,520,904
OTHER FINANCING SOURCES:			
CHAPTER 70 BASE AID	\$7,198,422	\$5,874,632	\$1,323,790
CHOICE/CHARTER SCHOOL ASSESSMENT	(\$560,241)	(\$457,213)	(\$103,028)
CHARTER SCHOOL AID	\$85,208	\$69,538	\$15,670
REGIONAL SCHOOL TRANSPORTATION (Cherry Sheet)	\$746,205	\$620,843	\$125,362
ACTON & BOXBOROUGH PUBLIC SCHOOLS REGULAR TRANSPORTATION REIMBURSEMENT	\$1,089,570	\$889,198	\$200,372
TRANSFER FROM PREMIUM ON LOAN-JES	\$658	\$570	\$88
TRANSFER FROM OPFB TRUST FUND	\$0	\$0	\$0
TRANSFER FROM RESERVES (Excess & Deficiency)	\$729,678	\$593,554	\$136,124
TOTAL OTHER FINANCING SOURCES	\$9,289,500.29	\$7,591,123	\$1,698,378
ASSESSMENTS	\$32,282,400	\$36,459,873	\$5,822,527
	(\$0)	(\$0)	\$0

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8-16-13



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BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 263-1116 · Fax: (978) 264-3127
www.town.boxborough.ma.us

To: Board of Selectmen ✓
Town Planner
Town Assessor
Finance Committee
School Committee

From: Building Department

Date: September 5, 2013

RE: Building Department Monthly Construction Activity Report

The Building Department has released the August 2013 Construction Activity Report. A copy is attached.

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Building Department Monthly Construction Activity CY 2013

	January	February	March	April	May	June	July	August	Sept.	October	November	December	Y-T-D Total
Residential:													
Single Family - new					1	2		1					4
Additions/Alterations	6	2	2	4		6	2	4					26
Repair		1		1	2								4
Foundation Only													0
Pools/Spa			2		1								3
Windows		1		4		2	1						8
Roof				3	2	2	4	1					12
Deck	1	1		2	2	4	1						11
Void													0
Accessory Apartment													0
Business:													0
New													0
Additions/Alterations			1	2	2		3						8
Other:													0
Construct. trailers													0
Tents					1	1							2
Cell Tower Antenna								1					1
Demolition					1								1
Woodstove	4						1						5
Signs					1								1
Shed/Barn				1	1	2	1						5
Mechanical													0
Change of Use													0
Totals:													0
Number of Permits	11	5	5	17	14	19	13	7					91
Construction Cost	228,200	31,150	356,791	230,370	548,354	638,572	368,680	386,700					2788817
Total Fees	1,437	219	3,980	3,738	5,794	6,679	3,772	3,937					29556

New House 55 Codman Hill Rd Unit 57 Codman Hill Development , LLC

Permit Listing Report

by District

Date Range: Issued between 08/01/2013 And 08/31/2013

Printed On: Thu Sep 05, 2013

SQL Statement: ([Type of Permit]="Building")

District	Address (Work Location)	District	Zoning	Owner	Work Category	Est. Cost	Proposed Use And Detail		
Permit Type	Permit No	Online Permit No	Permit Status	Date Issued	Contractor (Phone #)	Work Description	Fees Paid	Check #	
	64 CEDARWOOD RD			ANDERSEN, LANCE J & ANDERSEN, TONYA L	ADDITION/ALTERATIO N	\$20,000.00			
Building	BP-2014-0014		OPEN	Aug-05-2013	Mark Enneguess	General (978) 844-0202	Finish Master Bath and Main Bathroom	\$200.00	5808
	335 BURROUGHS RD			JOHNSON REALTY INC	telecommunications equipment	\$80,000.00			
Building	BP-2014-0015		OPEN	Aug-05-2013	Pinnacle Construction		cell tower equipment	\$800.00	2065
	963 LIBERTY SQ RD		A/R	Mitzie A. Allen	Finish Basement	\$12,500.00			
Building	BP-2014-0016		OPEN	Aug-07-2013	Mitzie A. Allen		Basement Remodel	\$125.00	1834
	55 CODMAN HILL RD (57 CODMAN HILL RD)			Craftsman Village Boxborough. LLC - Mark O'Hagan	NEW SINGLE FAMILY	\$214,200.00			
Building	BP-2014-0017		OPEN	Aug-12-2013	Craftsman Village Boxborough. LLC - Mark O'Hagan (508) 395-1211		Construction of New Home	\$2,142.00	1020
	71 BOXMILL RD			HANOVER, NORMAN A & FLORENCE L	Kitchen Remodel	\$20,000.00			
Building	BP-2014-0018		OPEN	Aug-20-2013	HANOVER, NORMAN A & FLORENCE L		Kitchen Remodel	\$200.00	495
	623 OLD HARVARD RD		A/R	RISTAINO, JEFFREY R	ADDITION/ALTERATIO N	\$40,000.00			
Building	BP-2014-0019		OPEN	Aug-20-2013	Jerry Mazzola LLC (978) 549-2504		Three Season Porch Not to be Heated	\$400.00	407

Permit Listing Report

by District

District	Address (Work Location)	District	Zoning	Owner	Work Category	Est. Cost	Proposed Use And Detail		
Permit Type	Permit No	Online Permit No	Permit Status	Date Issued	Contractor (Phone #)	Work Description	Fees Paid	Check #	
Building	185 MIDDLE RD BP-2014-0020		OPEN	O'LOUGHLIN, MARY M	ROOF Michael Starvaski	Strip and reroof	\$70.00	834	
District () TOTALS:						ESTIMATED COST:	\$386,700.00	NUMBER OF PERMITS:	7
						FEES INVOICED:	\$3,937.00	FEES PAID:	\$3,937.00
								BALANCE:	\$.00
GRAND TOTALS:						ESTIMATED COST:	\$386,700.00	NUMBER OF PERMITS:	7
						FEES INVOICED:	\$3,937.00	FEES PAID:	\$3,937.00
								BALANCE:	\$.00

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Minutes, Notices and Updates
September 9, 2013

Minutes

1. Minutes of the Conservation Commission meetings of July 2, 2013 and August 21, 2013.
2. Minutes of the Finance Committee meeting of August 13, 2013.

Notices

1. Notice of an Acton-Boxborough Cultural Council meeting held August 29, 2013. [Acton]
2. Notice of a Stow Road Concept Development Committee meeting held August 29, 2013.
3. Notice of an Energy Committee meeting held September 4, 2013.
4. Notice of a Finance Committee meeting to be held September 9, 2013.
5. Notice of a Steele Farm Advisory Committee meeting to be held September 12, 2013.
6. Legal Notice of an Invitation for Bids for Generator Project "Blanchard Memorial School – Hager Well Pump Station, and the Department of Public Works – Installation of New Generators Boxborough, MA"[Along with newspaper publication].
7. Notice from DHCD for a training "Chapter 40B: Re-emerging in a Recovering Market" – September 20, 2013.

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General Communications
September 9, 2013

1. Summer 2013 Baystate Roads Program's Newsletter, *Mass Interchange*.