



**BOARD OF SELECTMEN
Meeting Minutes
October 21, 2013**

Approved: November 4, 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 7:35 P.M. in the Grange Meeting Room of Town Hall.

ANNOUNCEMENTS

- Chair Amoroso read the announcements and thanked Rita Grossman & Judi Resnick for all of their hard work in putting together the Steele Farm celebration earlier in the evening.

APPOINTMENTS

- Steele Farm Advisory Committee (SFAC) Chair, Bruce Hager and members Ed Whitcomb & Judi Resnick were present to present Jeanne Kangas as a candidate for appointment to the SFAC. Kangas discussed her reasons joining and the time spent at Steele Farm with her aunt & uncle. Further to the recommendation of the Steele Farm Advisory Committee (SFAC), Member Stemple moved to appoint Jeanne Kangas to the SFAC for a term beginning immediately and ending on June 30, 2015. Seconded by Member Suleiman. **Approved 5-0.**

The Selectmen took Agenda Item # 7a and 3c, out of order.

NEW BUSINESS

- Council on Aging (CoA) members Liz West and Sonali Bhatia were present, along with Frank Powers. Member Fox moved to accept with regrets and place on file the resignation of Susan Fredrickson from the Council on Aging effective immediately. Seconded by Member Stemple. **Approved 5-0.**

APPOINTMENTS (Continued)

- Frank Powers was present as a candidate for appointment to the CoA, to fill the unexpired term of Susan Fredrickson. Powers spoke about Sue Fredrickson's contributions to the CoA and the reasons that brought about her resignation. Further to the recommendation of the Council on Aging (CoA), Member Fox moved to appoint Francis J. Powers to the CoA to fill the unexpired term of Susan Fredrickson, beginning immediately and ending on June 30, 2014. Seconded by Member Suleiman. **Approved 5-0.**
- Steele Farm Advisory Committee (SFAC) Chair, Bruce Hager and members Ed Whitcomb; Judi Resnick; & Jeanne Steele Kangas along with Trustees of Reservation (TToR) representative Sally Naser had remained to discuss the Management Plan for Steele Farm. A management plan would identify the Town's vision for the property. This plan would be controlled by the Town; however the SFAC does not have the expertise to develop one. They would like to ask the Selectmen to consider retaining the Conway School of Landscape Design to assist in developing the management plan. The Conway School is a select graduate program that does this type of planning. They work on both private and public projects. This is a timely matter as the Conway School does public projects as part of their winter/spring curriculum. Their base cost for these public projects is \$6,500.00. TToR Rep. Naser provided information on other vendors providing similar services. She herself is a graduate of the Conway School and provided an overview of the components of Conway School's studies. The Selectmen noted that they support SFAC's intention to open discussions with the Conway School. Hager will arrange for a daytime site visit with the Conway School representative. The Selectmen would like to participate in these discussions and will provide their available dates so Hager could facilitate this meeting. There was discussion as to how to fund this if they were retained.

- Acton-Boxborough Cultural Council members, Barbara Estabrook, Kristie Rampton and Sunanda Sahay were present to present Nancy Evans as a candidate for appointment to the Acton-Boxborough Cultural Council. Estabrook spoke to Evans' previous volunteer experience. Further to the recommendation of the Acton-Boxborough Cultural Council (ABCC), Member Suleiman moved to appoint Nancy Evans to the ABCC for a term beginning immediately and ending on June 30, 2016. Seconded by Member Stemple. **Approved 5-0.**
- Though not on the agenda, TA Shaw presented a Reserve Fund Transfer Request to pay for the consulting engineering services needed for the subdivision of the Blanchard School parcel as part of the new A-B School District's acquisition of the school facility. This "re-drawing" will establish new meets and bounds and will affect the proposed Intermunicipal Agreement. This was an unanticipated expense. Member Fox moved to authorize the request to transfer \$11,500 from the Reserve Fund to account #001-122-5200-5304, Board of Selectmen – Consulting. Seconded by Member Suleiman. **Approved 5-0.**
- Though there was an audience, no one asked to speak when Chair Amoroso opened the floor for Citizens' Concerns.

MINUTES

- Member Stemple moved to accept the minutes for the regular session, October 7, 2013, as revised. Seconded by Member Gorman. **Approved 5-0.**

SELECTMEN REPORTS

- Member Fox reported on the Stow Road Concept Development Comm. He thanked BHB Chair Murphy and Planner Hughes for their work to further define the conceptual plan. When complete they will be presenting a cost estimate to the Affordable Housing Trust, to prepare design guidelines form a development RFP.
- Member Suleiman reported that the Personnel Board has met several times since the last Selectmen's meeting to provide their input to the consultant on the personnel study. It was noted that the sampling of communities for this analysis has been expanded. The consultant will be providing a joint Selectmen and FinCom presentation in November. There was discussion as to possible implications to the FY 15 budget planning.
- Member Stemple reported that most of the items discussed at last week's Steele Farm Advisory Comm. meeting were covered in the earlier Steele Farm related discussions.
- Chair Amoroso reported that last Friday's IMA Team meeting generated a list of issues, which is now being circulated for input and the feedback will then be incorporated into the draft working document to be discussed with the AB District.
- Member Gorman reported that the Well Being Committee is seeking to be made into a formal town committee. They intend to have a proposed charter/charge ready for the Selectmen in November. Members could be appointed once the purpose was approved.
- TA Shaw reported on efforts to update the Town's website. She has received a proposal from Virtual Towns & Schools and had approached another vendor but they were unable provide the necessary services. She also consulted with her husband who has done professional web design and he has advised that "Virtual's" proposal is reasonable. Website elements were discussed. She is seeking feedback from Town departments as to what components, on other websites, they consider essential and attractive. Possibly using the feedback generated in 2011 on the "Beta" sample website was discussed. The intention is to provide the compiled feedback to the Selectmen in November. There was discussion about having Virtual come to an upcoming Selectman's meeting. They estimate that it should take 3-4 months to complete this work. Funding was also discussed.

She also reported on the generator project's 1st stakeholders' meeting.

OLD BUSINESS

- Minuteman School District Rep. Mahoney provided an update on Senate Bill 288 and DESE's Out-of-District Tuition. The Selectmen reviewed the draft joint letters to Senator Eldridge and Representative Benson regarding these issues. Member Fox moved to authorize the Board of Selectman Chair to execute the letters, as written to Senator Jamie Eldridge and Representative Jennifer Benson: 1) in support of Senate Bill 228, An Act Relative to Regional School District Capital Project Funding, as written, and 2) requesting the facilitation of a meeting with DESE Commissioner Mitchell Chester, as revised. Seconded by Member Stemple. **Approved 5-0.**

NEW BUSINESS (Continued)

- The Massachusetts Coalition of Police, MCOP Local 200 has asked that the ratification and signing of the collective bargaining agreement be pushed back so the Selectmen passed over this item.
- The Selectmen discussed recognizing United Nations Day and recent United Nations activities. Member Gorman moved to recognize October 24, 2013 as United Nations Day. Seconded by Member Stemple. **Approved 5-0.**

CORRESPONDENCE

- Chair Amoroso reviewed the list of materials received.

NEW BUSINESS (Continued)

- The Selectmen reviewed an Intermunicipal Agreement (IMA) for a regional affordable housing consultant. Smaller communities, like Boxborough, do not have the staff to monitor and comply with many 40B requirements. For the past year MAPC's MAGIC group has been working to see if there is a reasonable way to offer affordable housing monitoring services in member communities. This IMA is the result. The Housing Board feels this is a good plan. Hudson will be the lead community on this. The Housing Board intends to recommend that AHT funds be used to fund Boxborough's portion. There are also some items that are still under review by Town Counsel. Subject to final approval by Town Counsel and approval of funding by the Affordable Housing Trust, Member Fox moved to enter into an Intermunicipal Agreement with the towns of Hudson, Littleton, Stow and Bolton for the services of a regional housing consultant. Seconded by Member Stemple. **Approved 5-0.**

CONCERNS OF THE BOARD

- TA Shaw provided the Selectmen with updates on Town Accountant and IT Coordinator searches.

ADJOURN

- At 9:04 PM, the meeting was adjourned. **Approved 5-0.**

**SELECTMEN'S ANNOUNCEMENTS
OCTOBER 21, 2013**

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

- **There are several upcoming public workshops that will provide you with an opportunity to help shape the future of Boxborough.**

On October 23, 2013, please join us for a discussion on a new **Open Space & Recreation Plan** at 6:30 pm in the Grange Meeting Room of the Town Hall. The Town is in the process of preparing a new Open Space and Recreation Plan and we want to hear your views on open space points of interest such as:

- Connecting points of interest with trails and paths
- Private lands that we should look to conserve or left as open land
- The need for more parks, playing fields and playgrounds

For more information on this meeting contact Town Planner, Elizabeth Hughes (978) 264-1723 or elizabeth.hughes@town.boxborough.ma.us.

Please join us for **Interactive Planning Workshops** in the Grange Meeting Room of the Town Hall on:

- Tuesday, October 29th at 6:30 PM
- Saturday, November 2nd at 9:30 AM

These workshops are to investigate the town's current demographic and development trends, and to explore alternative land use and housing patterns that can help the town stay healthy, vibrant, and beautiful. Both workshops will cover the same material, and space is limited. Please RSVP to Mary Nadwairski at 978-264-1722 or mary.nadwairski@town.boxborough.ma.us

if you plan on attending.

- The Board of Selectmen will be holding a **public hearing**, at 7:35 PM in the Grange Meeting Room on November 4, 2013, to consider the **adoption of a Residential Factor** to determine the percentages of the tax burden borne by each class of real and personal property for FY2014.

➤ A **new phone system** has been implemented at many of Boxborough's town departments. The list of new numbers was included in your recent Real Estate Tax Bill and is published on the Town's website. Meanwhile, please make a note of the following new main numbers:

- Town Hall - 978-264-1700
- Police business line - 978-264-1750
- Fire business line - 978-264-1770
- DPW - 978-264-1790

In order to provide an uninterrupted transition to the new system, the old phone system numbers will remain in use until December 1st, allowing you to still call these facilities by dialing their old numbers, but then directing you to a new menu of prompts and you will need to listen carefully to the list of extensions, as these will have changed.

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**.

➤ The **2013 Deer Hunting Archery Season opens today** and runs through November 30th. Archery is followed by Shot Gun and concludes with Muzzle or Primitive Firearms season. For everyone's safety and enjoyment please remember to exercise some trail safety commonsense during Hunting Season. A listing of suggested Trail Safety Rules may be found on the Town's website.

➤ Friends of the Boxborough Library will hold their **Fall Book Sale** at the Sargent Memorial Library from 9:00 AM to 2:00 PM on **Saturday, November 2nd**. A preview sale for members will take place Friday, November 1st from 7:00 PM to 9:00 PM (Memberships are always available at the door). The Friends of the Library would also ask that you to save your gently used books to donate to this sale during the week of October 28th, during regular Library hours (No VCR "Video Tapes" or magazines, Please). The funds from this sale support many library programs that help to make the Library a special place.

➤ 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.

- 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.

- 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.
- For more information on the **Open Space & Recreation Plan** meeting or if you need any special accommodations such as language interpretation, assistive listening devices or meeting materials in alternate formats or other assistance during the meeting, please contact Joan Blaustein, MAPC, at (617) 933-0755 or jblaustein@mapc.org. We would appreciate notice at least one week in advance. You may also contact Elizabeth Hughes, Boxborough Town Planner at (978) 264-1723 or elizabeth.hughes@town.boxborough.ma.us.
- For more information on **Interactive Planning Workshops** Mary Nadwairski at 978-264-1722 or mary.nadwairski@town.boxborough.ma.us



BOARD OF SELECTMEN

Meeting Agenda

October 21, 2013

Boxborough Town Hall

Grange Meeting Room

1. CALL TO ORDER, 7:30 PM

2. ANNOUNCEMENTS

3. APPOINTMENTS

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

- a) Jeanne Kangas, candidate for appointment to the Steele Farm Advisory Committee (for term ending 6/30/15), 7:35 PM

Further to the recommendation of the Steele Farm Advisory Committee (SFAC), move to appoint Jeanne Kangas to the SFAC for a term beginning immediately and ending on June 30, 2015

VOTE:

- b) Bruce Hager re: "Management Plan for Steele Farm", 7:40 PM

- c) Frank Powers, candidate for appointment to the Council on Aging, to fill the unexpired term of Susan Fredrickson (ending 06/30/14), 8:00 PM

Further to the recommendation of the Council on Aging (CoA), move to appoint Francis J. Powers to the CoA to fill the unexpired term of Susan Fredrickson, beginning immediately and ending on June 30, 2014

VOTE:

- d) Nancy Evans, candidate for appointment to the Acton-Boxborough Cultural Council (for term ending 06/30/16), 8:05 PM

Further to the recommendation of the Acton-Boxborough Cultural Council (ABCC), move to appoint Nancy Evans to the ABCC for a term beginning immediately and ending on June 30, 2016

VOTE:

- e) Citizens' Concerns

4. MINUTES

- a) Regular session, October 7, 2013

ACCEPT & POF

5. SELECTMEN REPORTS

6. OLD BUSINESS

- a) Minuteman Regional School District – follow-up on outreach to legislators and DESE Commissioner Chester

Move to authorize the Board of Selectman Chair to execute the letters, as written (or as revised), to Senator Jamie Eldridge and Representative Jennifer Benson: 1) in support of Senate Bill 228, An Act Relative to Regional School District Capital Project Funding, and 2) requesting the facilitation of a meeting with DESE Commissioner Mitchell Chester

VOTE:

7. NEW BUSINESS

- a) Resignation from Council on Aging - Susan Fredrickson

[Please take out of order before 3c]

Move to accept with regrets and place on file the resignation of Susan Fredrickson from the Council on Aging effective immediately

ACCEPT & POF

- b) Ratification and execution of collective bargaining agreement between the Town and the Massachusetts Coalition of Police, MCOP Local 200 (July 1, 2013 – June 30, 2015)
Move to ratify and execute the collective bargaining agreement between the Town and the Massachusetts Coalition of Police, MCOP Local 200 for the period July 1, 2013 – June 30, 2015, subject to Town Meeting approval of cost items

VOTE:

- c) United Nations Day proclamation
Move to recognize October 24, 2013 as United Nations Day

VOTE:

- d) Intermunicipal Agreement for regional housing consultant
Subject to final approval by Town Counsel and approval of funding by the Affordable Housing Trust, move to enter into an Intermunicipal Agreement with the towns of Hudson, Littleton, Stow and Bolton for the services of a regional housing consultant

VOTE:

8. CORRESPONDENCE

ACCEPT & POF

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

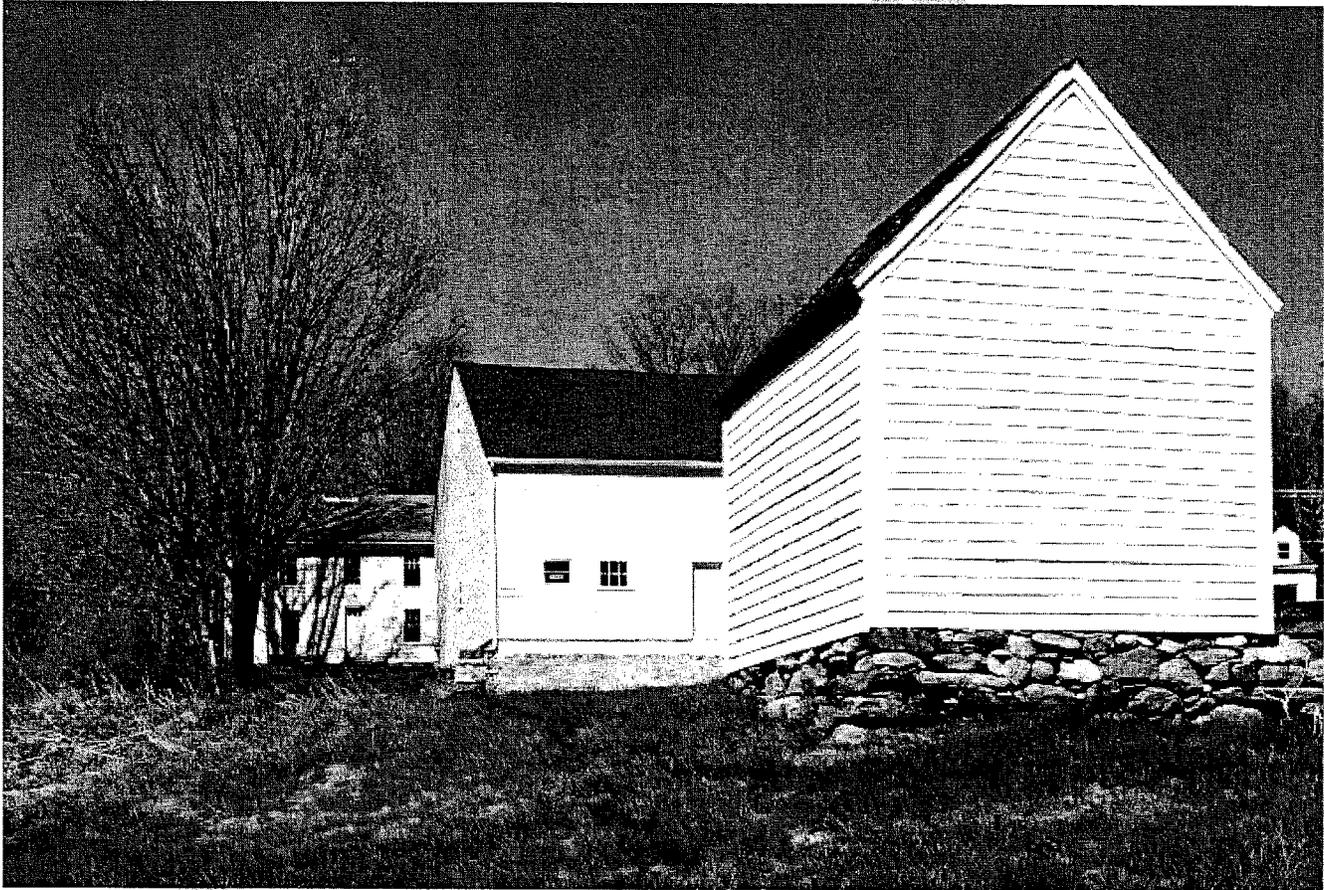
9. PRESS TIME

10. CONCERNS OF THE BOARD

11. ADJOURN

3b.

Steele Farm Municipal Land Preliminary Management Plan



STEELE FARM ADVISORY COMMITTEE
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 263-1116 • Fax: (978) 264-3127
www.town.boxborough.ma.us

Edward Whitcomb, Chair Bruce Hager Judith Resnick John P. Skinner

-
- I. Introduction**
 - II. Summary of Preliminary Management Goals**
 - III. Protection Status**
 - 1. CR/HPR**
 - IV. Preliminary Management Plan**
 - A. Historic and Cultural Resources**
 - 1. 18th Century Farm House on 18th Century Farmstead**
 - B. Natural Resources**
 - 1. Grassland Habitat**
 - 2. Wetlands/Farm Ponds**
 - 3. Successional Shrublands**
 - C. Scenic Resources**
 - 1. Vista**
 - D. Agricultural Resources**
 - E. Structural Resources**
 - 1. Levi Wetherbee House**
 - 2. Steele Barn**
 - 3. Richardson Icehouse**
 - F. Water Resources**
 - 1. Potential Municipal Well on adjacent Picnic Trust land.**
 - G. Public Access and Utilization**
 - H. Agricultural Management**
 - 1. Haying Operations**
 - 2. Tree Farm Operations**
 - I. Management Resources**

Selina S. Shaw

From: Bruce Hager [bruce4570@verizon.net]
Sent: Friday, September 13, 2013 2:53 PM
To: Selina S. Shaw; Rita Grossman; Bob Stemple; John Fallon; Alan Rohwer; Judi Resnick; John P. Skinner; Ed Whitcomb; Bruce Hager
Subject: Steele Farm Management Plan

Hello All,

The management plan has been a frequent topic of discussion for the Steele Farm Advisory Committee, as it has been a priority item for the BoS, and was included in the CR/HPR, at their behest. The SFAC has serious concern for our ability to produce a professional document which will adequately cover the many issues for the management plan, including resource management, public access, and future goals. During an August 5 meeting at TToR's Doyle Center in Leominster, which several of you attended, the subject of a management plan came up, and CR program director Sally Naser suggested that we investigate the Conway School, a small graduate program in sustainable landscape design, which has prepared numerous planning and use documents for municipal and non-profit entities in Massachusetts over the past 40 years or so. These projects are undertaken as multi-student projects, under faculty supervision and review. SFAC members viewed some of the project documents on the school's website, and were very impressed.

This morning I had a phone conversation with David Nordstrom, who is the director of community projects for Conway. He is very interested in the project, and would like to schedule a visit to Boxborough, to meet with stakeholders and explain what a project would entail. Perhaps we could use the Morse or Hilberg room for his presentation, then make a site visit to the farm. If we engage Conway to prepare a plan there will be a fee, as enumerated below in the forwarded message from Dave. For those of you who are new to this discussion, please visit the links at the end of Dave's message. These folks do some very impressive work, including a recent plan for Walden Pond reservation, prepared for the DCR.

Please advise if you would be interested in meeting with Dave (probably some time next month), and I will try to get multiple dates from Dave, to see if we can accommodate everyone who would like to attend. If Town Hall isn't convenient, we could probably meet at the Boxborough Museum. If we do settle on a date, I would expect to notify some other interested parties, such as ConsCom members, in case any would wish to attend.

I look forward to hearing from you.

Bruce Hager, chair
 Steele Farm Advisory Committee

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

From: David Nordstrom
To: Bruce Hager
Sent: Friday, September 13, 2013 1:33 PM
Subject: Conway School Student Project Info

Bruce,

I enjoyed speaking with you this morning about a possible student project at Steele Farm in Boxborough and look forward to continuing the conversation.

I've included some information below about the Conway School program that you can share with members of the committee and Town officials

The Conway School offers a 10-month full-time graduate program leading to the Master of Arts in Landscape Design degree. Conway is accredited by the New England Association of Schools and Colleges. The curriculum is based around doing real projects for real clients.

9/13/2013

We only accept up to 18-19 students per year. Our students range in age from mid-twenties through early sixties with a median age in the early thirties. They come with a variety of backgrounds many having prior experience in the natural sciences and the arts. The diversity of backgrounds helps create a rich learning environment.

The school year is split into three terms. During the fall term the students work on individual and primarily residential projects and during the winter and spring terms students work in small teams on community-scale projects.

Winter term community projects are typically larger-scale planning projects and the deliverable is a written report. The medium-scale spring term projects incorporate more design detail and are usually presented as a plan set. In addition to several printed copies of the report or plan set, electronic versions are also provided to clients.

Project teams of 2-3 students are assigned to our winter- and spring-term community projects. Each student team is required to have a kick-off meeting with their client to establish a detailed scope of services. In addition, two formal/public meetings are required to be held during the term - a stakeholder meeting early in the term and a preliminary presentation of the report several weeks before the end of the term.

The students act as project managers but all projects are overseen by our faculty who have many years of experience in landscape architecture, planning, architecture, ecology, graphics, desktop publishing, permaculture, etc. Grades are not assigned but students are required to resubmit work until it meets the standards as set forth by the faculty; professional or approaching professional quality.

We do ask for reimbursement of direct expenses and a portion of overhead currently \$6,500 and payable in two installments.

Our website, www.csld.edu, is a great place to find more information about our unique graduate program in sustainable landscape planning and design. A list of projects our students have worked on over the years can be found [here](#) and a number of report examples can be viewed [here](#). Additional sample reports are available upon request. Recent examples can be found [here](#).

Dave

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David Nordstrom
Associate Director
Finance, Operations & Community Projects

the Graduate Program in Sustainable
Landscape Planning • Design
Conway School

332 S. Deerfield Road | PO Box 179 | Conway, MA 01341
413-369-4044 x6

Project List

While a Conway project is underway **real education happens**—for students, teachers, and clients. The Conway School greatly values its client partners and the contributions they make to our mission. Each project is a significant milestone in the development of a budding professional and an useful application of Conway's mission. In addition, these projects are making a difference in the landscapes and perceptions of the communities in which they are located.

Listed here are many of the community project reports produced since the school's founding in 1972. (Fall projects are not listed because typically they are for private residences or small properties.)

2013

Winter

- Bates Lane/Crosbie Family Preserve Management Plan, Scituate, MA
- Cultural Assets Mapping Report, Brattleboro, VT
- Food Security Plan, Lowell, MA
- Open Space & Recreation Plan, Concord, MA
- Open Space & Recreation Plan, Lenox, MA
- Working Landscapes Report, Windham Regional Commission, Windham County, VT

Spring

- Condominium Master Plan, Hildreth Hills, Westford, MA
- Housing Community Suitability Study, The Farm School, Athol, MA
- Open View Farm Master Plan, Conway, MA
- Senior Housing Suitability Study, Chesterfield, MA
- Tribal Center Suitability Study, Nipmuc Tribe, West Brookfield, MA
- UMassFive College Credit Union Master Plan, Hadley, MA
- Village Center Master Plan, Wilmington, VT
- Woolman Hill Quaker Retreat Center Master Plan, Deerfield, MA

2012

Winter

- Campo San Francisco Ecological Management Strategies Manual, Cauquenes, Chile
- Community Food System Assessment, Concord, MA
- Farmland & Foodshed Study, Franklin County, MA
- Northeast Neighborhood Study, Community Solutions, Hartford, CT
- Kripalu Center for Yoga & Health Landscape Management Plan, Stockbridge, MA
- Village Center Feasibility Study (part one), Waterboro, ME

Spring

- National Graduate School of Quality Management Campus Plan, Falmouth, MA
- Route 132 Streetscape Plan, Hyannis, MA
- Springfield Museums, Campus Plan, Springfield, MA
- Tully Lake Campground Master Plan, Trustees of Reservations, Royalston, MA

2009

Winter

- Bob Marshall Great Wilderness Area Conceptual Plan, Adirondack Council, Elizabethtown, NY
- Centennial Business Park Conceptual Design Plan, Peabody, MA
- Food Security Plan, CCRVI & Apios Institute, Shelburne Falls, MA
- Pope Park design and Park River watershed study, Hartford, CT
- Van Vleck Master Plan, Flanders Nature Center & Land Trust, Woodbury, CT
- Walden Pond Draft Stewardship Plan – Massachusetts DCR, Concord, MA

Spring

- Bower Springs Conservation Area Management Plan, Bolton, MA
- Bullitt Reservation Master Plan, The Trustees of Reservations, Ashfield, MA
- Doverbrook Estates Condominiums Master Plan, Chicopee, MA
- Mount Auburn Cemetery Green Burial Study, Watertown, MA
- Nuestras Raices Farm Master Plan, Holyoke, MA
- Quinsigamond Community College Landscape Design Plan, Worcester, MA
- Stephen's Field Conceptual Design Plan, Plymouth, MA
- Walden Pond Draft Interpretive Facility Master Plan – Massachusetts DCR, Concord, MA
- Willie Ross School for the Deaf Landscape Master Plan, Longmeadow, MA

2008

Winter

- Adirondacks Smart Growth Manual, Adirondack Council, Elizabethtown, NY
- Campus Sustainability Plan, Conway School of Landscape Design, Conway, MA
- Open Space & Recreation Plan, Ashburnham, MA
- Open Space & Recreation Plan, Bernardston, MA
- Regional Sustainability Study, Cauquenes, Chile
- South Shore Greenway, Sustainable South Shore, Hull, MA

Spring

- Beaver Dam Sanctuary Master Plan, Katonah, NY
- Bloody Brook Farm Master Plan, South Deerfield, MA
- Landfill Reuse Feasibility Study for the Amherst DPW, Amherst, MA
- Linden Hill School Campus Plan, Northfield, MA
- Multi-family House Siting Plan, Habitat for Humanity, Easthampton, MA
- Riverfront Park Design for Lowell Planning Department, Lowell, MA

- Conceptual design for multigenerational neighborhood park: Women Together, Worcester, MA.

2005

Winter

- Affordable Housing Master Plan for Dickson Tabi, Spencer, MA
- Conway School of Landscape Design Master Plan, Conway, MA
- Environmental Index, Town of Marbletown, NY
- Menla Mountain Retreat Master Plan for Tibet House U.S., Phoenicia, NY
- Natural Resources Study, Town of Philipstown, NY
- Open Space and Recreation Plan Update, Great Barrington, MA

Spring

- Breakneck Hill Conservation Land Trust Master Plan, Town of Southborough, MA
- Ives Trail Greenway Environmental Assessment, Town of Danbury, CT
- Northfield Mountain Canoe Landing, Turners Falls, MA
- Rowe Elementary School Master Plan, Rowe, MA
- Shkreli Family Compound Master Plan, Patterson, NY
- St. Andrews Church Master Plan Design, Marblehead, MA
- Wolbach Farm Master Plan, Sudbury Valley Trustees, Sudbury, MA

2004

Winter

- Land Conservation Trust Master Plan, Chelmsford, MA
- Fournier Property Master Plan, Conway, MA
- Village Center Plan, Gardiner, NY
- Open Space and Recreation Plan update, New Marlborough, MA
- Open Space Inventory and Analysis, Shawangunk, NY
- Tymor Park Master Plan, Union Vale, NY

Spring

- Ashfield Department of Parks and Recreation Park Master Design, Ashfield, MA
- Courtyard Condominiums Master Plan, Amherst, MA
- Earth Sweet Home Conceptual Site Plan, East Dummerston, VT.
- Historic Deerfield Master Garden Plan, Old Deerfield, MA
- Leverett Elementary School Master Design Plan, Leverett, MA
- Massachusetts Audubon Society, Master Management Plan, Conway, MA
- New England Wildflower Society Master Design Plan, Whately, MA

2003

Winter

- Graves Farm Land Use Plan, Williamsburg, MA
- Valley Falls Environmental Center, Vernon, CT

Spring

- Back Forty, Girl Scouts, Leeds, MA
- Linden Hill School, Northfield, MA
- Millers River Environmental Center, Athol, MA
- Northborough Park Project, Northborough, MA
- Tannery Park, Tilton, NH
- Wilson Mill Historic Site, Bedford, MA

2000

Winter

- Open Space and Recreation Plan, Conway, MA
- Open Space and Recreation Plan, Cheshire, MA
- Downtown Study, Northborough, MA
- Downtown Streetscape, West Bridgewater, MA
- Industrial Park, Montague, MA
- Fairgrounds Master Plan, Cummington, MA

Spring

- Brownstone Gardens, East Longmeadow, MA
- Mill Village East, South Deerfield, MA
- Charlemont Academy, Charlemont, MA
- Hebert Arboretum, Pittsfield, MA
- Savoy Park, Savoy, MA
- Reservoir Management, Holland, MA

1999

Winter

- Town Center Study, Manchester, VT
- Hancock Shaker Village Master Plan, Pittsfield, MA
- Open Space & Recreation Plan, Hinsdale, MA
- Open Space & Recreation Plan, West Bridgewater, MA
- Londonderry Industrial Park, Londonderry, NH

Spring

- Morrison Farm Park, Acton, MA
- Bridgewater Recreation System, Bridgewater, MA
- Demonstration Streetscape, Conway, MA

- Amherst Recreation Fields: A Master Plan, Amherst, MA
- Belchertown Rail-Trail: Feasibility Study, Belchertown, MA
- Ecological Industrial Park: Site Analysis & Design Development, Londonderry, NH
- Open Space and Recreation Plan: Resource Analysis, Billerica, MA
- Open Space and Recreation Plan: Environmental Inventory & Analysis, Southbridge, MA
- St. Xenia Orthodox Church: Site Master Plan, Methuen, MA

Spring

- Connecticut College Arboretum: Entrance and Circulation Design, New London, CT
- Connecticut River Trail: Schematic Design & Details, South Hadley & Chicopee, MA
- D. Blakeley Hoar Sanctuary: Master Plan for Restoration, Brookline, MA
- Canalwalk: Feasibility Study and Preliminary Design, Holyoke, MA
- Highland Park Subdivision: Nature Trail, Hopkinton, MA
- Quabbin Reservoir Fishing Area: Site Design & Management Plan, Belchertown, MA
- South River Miso Company: Site Master Plan, Conway, MA

1995

Winter

- Open Space and Recreation Plan, Resource Analysis, Sherborn, MA
- Bennett Brook Watershed Resource Inventory: Planning for Growth While Preserving Character, West Northfield, MA
- Berkshire Snow Basin: Resource Inventory and Recommended Use Plan, West Cummington, MA
- Master Plan for Franklin County Fairgrounds, Greenfield, MA
- Master Plan for Green River Cemetery, Greenfield, MA

Spring

- Redesign and Site Management Plan for Institute of Ecosystem Studies, Millbrook, NY
- Open Space Subdivision Plan, Brunelle Farm, Rutland, MA
- Intersection Revitalization Plan, Salem Depot, Salem, NH
- Site Master Plan, Zoar Outdoor, Charlemont, MA
- Schoolyard Design for Conway Grammar School, Conway, MA
- Site Plan, Lawrence School Playground, Holyoke, MA

1994

Winter

- Taunton to Somerset Rail to Trail plan, MA
- Tuckahoe Recreation Area master plan, Agawam, MA
- Gould Farm Conservation and Master Plan, Monterey, MA
- Cranwell Resort Master Plan, Lenox, MA
- Marblehead Schools Open Lands (land use plan for four sites), Marblehead, MA
- Davis Property Development & Conservation Alternatives, Plainfield, MA

- Heath Community Park Design Plan: Heath, MA
- Town Park: Manchester Center, VT
- Farnumsville Mill Village and Rockdale Mill Village, Streetscape Designs: Grafton, MA
- The Commons of Deerfield: Condominium Planting & Management Plan, Deerfield, MA
- Moore Residence, Northfield, MA

1991

Winter

- Comparative Development Study: Grafton, MA
- Deer Island Management Plan: Amesbury, MA
- Eaglebrook School Central Campus Design: Deerfield, MA
- Blackstone River Park: Site Study, Schematic Park Design, Reclamation Guidelines: Grafton, MA
- Schematic Master Plan, YMCA Site and Design Guidelines, Chimney Corners Camp & Outdoor Center: Becket, MA
- Notchview Reservation Entry Redesign Study, TTOR property, Windsor, MA
- Town of Grafton Design Guidelines Manual
- Growth Management Strategies for Deerfield's Future (2 parts): Deerfield, MA

Spring

- Farren Care Center Therapeutic and Recreational Gardens
- Millbury Town Parking Lot: Millbury, MA
- Rooney Horse Farm: Mendon, MA
- Bear Garden Hill Study and Design Plan: Concord, MA
- Conway Resource Mapping: Conway, MA
- Mankin Residence: North Amherst, MA

1990

Winter

- Planning Dartmouth's Future: Analysis Studies, Maps, and a Strategy for Natural Resource Protection: Dartmouth, MA
- Northampton Area Community Land Trust Affordable Housing Project
- Stony Brook Wetlands: Site Design, Interpretive Program Strategy & Management Guidelines, Ludlow, MA
- South County Community Action Affordable Housing: Richmond, RI
- Historic Preservation: Preliminary Plan, Northampton, MA
- Proctor Academy Campus Study, Guidelines & Master Plan: Andover, NH

Spring

- Residential Master Plan: North Adams State College, North Adams, MA
- Ohio Avenue Playground Master Plan: West Springfield, MA
- North Adams State College Outdoor Athletic Facility Feasibility Study and Design Recommendations

- Miriam Hill Center, Coolidge House: Greenville, NH
- Log Pond Cove, Day Camp & Wildlife Habitat: Holyoke, MA
- Windsor Locks Canal Park Study: CT (oversize)
- The Learning Clinic, Brooklyn, CT

1986

- A Museum at Bridgewater, CT
- Judson Farm: Whately, MA
- Greenwood School: Integrating Campus & Woodland: Putney, VT
- Camp Becket & Chimney Corners YMCA/YWCA
- Brayton Hill Housing: North Adams
- Proctor Academy 1986: Andover, NH
- Mendon Town Garage
- Nettle Hill Farm (Community): North Oxford, MA
- P.J. Feeney Site (Development): Deerfield, MA
- On the Avenue: Franklin Avenue, Hartford, CT
- Courthouse Square: New London, CT
- Herzig Farm; Plan for Conservation, Development & Farming: Conway
- Museum at Bridgewater, CT (oversize)
- Green River Recreation Area Study, Greenfield

1985

- Concord Riverfront Walkway & Bikeway Project: Lowell, MA (oversize)
- Warwick Town Common
- Northfield Town Common Narrative
- New Life: Madison Center
- Orchard Equipment and Supply: Conway
- New Alchemy Institute
- Conway Town Garage & Fire Station
- Franklin County Bikeway
- Leyden Town Common

1984

- Conway Town Garage
- Walkup Preserve: Westborough, MA
- Bioshelter and Landscape: Hampshire College
- Acton Conservation Land
- Hartford College for Women: CT
- Parsons Farm Property: Conway
- Tufts Property Subdivision: Northfield
- North Shore Community Arts Foundation: Beverly, MA
- Doane's Falls, Site study, parking and circulation plan: Royalston, MA
- Valley Play School: Shelburne Falls, MA

- Green Corners, (Also Green Corners Park by Mason & Frey)
- Hockanum Hollow Urban Park: Northampton
- Richard Converse: Business Folder & Card

1978

- Caldwell Street Park Rehabilitation: Fitchburg
- Camp Keewanee: Greenfield
- Cooley Dickinson Hospital Planting Plan: Northampton, MA
- Dwight Mills Historic Housing District: Chicopee
- Geneva Avenue Cliffs: A Boston Urban Wilds Project
- Green Street Revitalization: Northampton
- Hampton Ponds Community: Westfield
- Northampton Industrial Park Landscape Guidelines
- Pelham Town Hall Complex

1977

- Amethyst Brook Conservation Area (Interpretation): Amherst
- 4-H Camp Howe: Goshen
- Greenfield Downtown Enhancement
- Historic Main Street: Northfield, MA
- Sidewalk, Inc.: Hartford, CT
- Worthington Park
- Easthampton Village Center Revitalization

1976

- Camp Keewanee Program Analysis
- Back-40 Nature Education Trail: Western Mass. Girl Scout Council
- Chicopee-West Springfield Bridge Bikeway
- Griswold Interpretive Conservation Area: Greenfield
- Jubilee Apartments Site Renovation
- A 19th Century Kitchen Garden: Old Deerfield
- Orange Bicentennial Park
- Scenic Roads: Conway
- Springside Children's Zoo Renovation: Pittsfield
- Central Square, A Future Development Study: West Springfield
- Camp Anderson Master Plan Study

1975

- Canal Street Renovation: Turner's Falls
- Green River Bicentennial Park Development
- The Home Landscape: Design Manual
- Information Center Proposal: Historic Deerfield



3c
Town of Boxborough
Council on Aging

October 11, 2013

Town of Boxborough Board of Selectmen
Town Hall
29 Middle Road
Boxborough MA 01719

To Board of Selectmen Members:

As a representative of the Boxborough Council on Aging I am enclosing a letter of resignation as a council member from Susan Fredrickson for your acceptance.

The Council is also recommending the appointment of Frank Powers to the Council on Aging Board to fill the remainder of Susan Fredrickson's term which ends June 30, 2014.

Sincerely,

Barbara A. Wheeler
Acting Chairman
Encl. 1

3d
Resident Interest Form

Name: Nancy C Evans Phone: [REDACTED]
Cell Phone: [REDACTED]

E-Mail Address: [REDACTED]

Address: [REDACTED] Swanson Rd [REDACTED]

Occupation: Realtor

Special Training/Education: BS in Ed.

Experience/General Interest: Altruistic Activities LWV IRON WORK FARM BOY SCOUTS

Amount of time available: 2 ~~full~~ hours week

Date submitted: 10/1/13

- Acton-Boxborough Cultural Council
- Agricultural Commission
- Airport Study Committee
- Board of Health*
- Board of Registrars
- Board of Selectmen*
- Boxborough Affordable Housing Trust
- Boxborough Housing Board
- Boxborough Information Technology Committee
- Cemetery Commission
- Conservation Commission
- Council on Aging
- Design Review Board
- Emergency Reserve Corps (ERC)
- Energy Committee
- Finance Committee
- Historical Commission
- Library Board of Trustees*
- Permanent Building Committee
- Personnel Board
- Planning Board*
- Public Celebrations and Ceremonies Committee
- Recreation Commission
- School Committee*
- Steele Farm Advisory Committee
- Water Resources Committee
- Zoning Board of Appeals

The filling out of this form in no way assures appointment. All committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. If you are interested in serving on an appointed town committee please fill out this form and mail to:
Town Administrator, Town Hall, 29 Middle Road, Boxborough, MA 01719

* Indicates an elected board



BOARD OF SELECTMEN
Meeting Minutes
October 7, 2013

Approved: _____

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

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

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

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

ANNOUNCEMENTS

Chair Amoroso read the announcements.

APPOINTMENTS

Fire Chief Randolph T. White was present to request that the Fire Department be allowed to use of 72 Stow Road for fire personnel training exercises. Police Ryder and DPW Director Garmon were also present. This property was acquired by the Town some time ago. The buildings are unoccupied and secured. The department does not usually have the opportunity to run drills in actual buildings and he would like to use this property. He has already approached the Stow Road Concept Development Comm. about this proposed usage. He described the various trainings he would like to conduct at the property; the department's training schedule and the measures taken to ensure that these drills are conducted safely & with little damage to the property. It was confirmed that there would be minimal impact on traffic during these exercises. This is good use for this property. Chief White will provide abutters with information on these exercises. Member Stemple moved to allow the Fire Department, under authority of Fire Chief, Randolph White, to use the property located at 72 Stow Road for training purposes. Seconded by Member Suleiman. **Approved 5-0.**

Police Chief Warren Ryder and DPW Director Tom Garmon were present to discuss traffic safety on Hill Road. Chief Ryder was asked to review traffic patterns along Hill Road to see if those travelling this roadway were driving at greater than prudent speeds. He reviewed the results of traffic assignments conducted over the last month and ½ and data compiled by his staff regarding safe driving speeds at specific locations. Based on this information he advised that data does not support the supposition that this area is begin travelled at greater than prudent speeds. He did recommend that additional signage be installed; current signage be moved closer to North Cemetery (Hill & Middle Roads); a yellow median be painted the length of Hill Road; and that the deteriorating sections of the roadway's shoulder need to be addressed. DPW Director Garmon noted that Chief Ryder's recommendation were sound. He discussed the contours of this roadway. Garmon advised that Hill Road's overall condition is poor and the entire length of needs to be repaved. He noted that Hill Road is approximately 2 miles in length so this project and the related cost could be significant.

Police Chief Warren Ryder remained to discuss policing powers in Massachusetts and to propose participation in the Massachusetts Interagency Mutual Aid Agreement (MIMAA). He related the details of a court case that illustrated the necessity for the type of mutual aid agreement being proposed. This agreement would be distinct from our other mutual aid agreements with neighboring community and the Central Mass extended agreement. The MIMA Agreement would encompass Middlesex County; it would allow an officer to engage in emergency enforcement actions within a participating jurisdiction when there is not time to commence formal mutual aid procedures. Fifty percent of communities in Middlesex County have already signed on board. The Selectmen reviewed the terms, jurisdiction and discussed the communities that would be deemed eligible to participate. Middlesex Chiefs of Police Association would, ultimately, like to see this implemented state-wide. The Secretary of the Middlesex Chiefs of Police Assoc. will administrate this program. Member Fox moved that the Board of Selectmen authorize Chair Vincent Amoroso to execute the "Massachusetts Interagency Mutual Aid Agreement" pursuant to chapter 40, section 8G of the general laws, for the furnishing of law enforcement mutual aid for the exercise of police authority. Seconded by Member Stemple. **Approved 4-0-1 (Member Suleiman abstained).**

Though not on the agenda, Selectmen asked Chief Ryder to provide his input the Town's IT service situation. He related several significant IT concerns that will need to be addressed in the immediate future. The issues encountered during the VoIP launch illustrate that many of these matters are beyond current personnel's technical skills. Chair Amoroso reviewed the recent efforts to identify the Town's needs and how to best address these needs. TA Shaw related her efforts to identify website designers and IT maintenance vendors. She also reviewed the tasks that were performed, time and expense related to the Town's utilization of an IT service vendor in recent months. Based on these factors it had been determined that there is no over-reaching benefit to contract for all of the Town's IT services with an outside vendor. The Town will be better served by having in-house personnel for day-to-day IT issues. TA Shaw reviewed her efforts to fill the IT Coordinator position. It was clarified that the outside IT vendor will still be retained as back up, on an as needed basis. TA Shaw and Chief Ryder were thanked for their hard work and support as the Town worked through this process.

Cheryl Mahoney, Minuteman Regional School District representative and Minuteman's Asst. Superintendent for Finance, Kevin Mahoney were present to provide information on proposed revisions to the Minuteman District's regional agreement and update the Selectmen on other matters concerning the Minuteman School District. Rep. Cheryl Mahoney provided information on Senate Bill No. 228 - "An Act relative to regional school district capital project funding." This legislation would provide an additional 10% reimbursement rate to the MSBA funding formula for academic regional school districts, and an additional 20 % reimbursement rate to the funding formula for a regional vocational technical school district, such as Minuteman. This will affect Minuteman's proposed MSBA building project. It would also benefit the newly formed K-12 Acton-Boxborough School District. Gorman moved to draft a letter to our legislators in support of Senate Bill No. 228. Seconded by Member Fox. **Approved 5-0.** Rep. Cheryl Mahoney also updated the Selectmen on Department of Elementary & Secondary Education (DESE)'s position regarding out-of-district tuition. DESE Commissioner Chester has reduced the maximum amount that a school district is allowed to charge for out-of-district tuition. She reviewed the Minuteman School Comm.'s draft of letter to Commissioner Chester urging him to re-evaluate his position. The out-of-district enrollment at Minuteman is a concern as it affects the District's operating costs and may be a factor in the proposed building project. Member Gorman moved to draft a letter to our legislators requesting that they facilitate a discussion between DESE Commissioner Chester and the Boxborough Selectmen. Seconded by Member Suleiman. **Approved 5-0.** Rep. Cheryl Mahoney provided a spreadsheet that broke down the proposed changes the Minuteman District Regional Agreement. There was discussion on how these changes would affect Boxborough. The Selectmen voiced concern on several of the proposed revisions. Of particular concern were the changes to the operating and capital assessment formulas and the incorporation of the "wealth factor" for capital. Asst. Supt. Kevin Mahoney will research how the "wealth factor" metric is determined. There was also concern regarding the proposed formula for determining weighted voting and how this determination seems to differ from what was opined by legal counsel during the A-B District discussions. Asst. Supt. Mahoney and Rep. Mahoney thanked the Selectmen for their input.

The Selectmen took Agenda Item # 7b, out of order.

NEW BUSINESS

The Selectmen opened discussion on Reduction or Waiver of Local Wetland Bylaw Fees. Bob Stanley and Owen Neville were present for this discussion. The Selectmen have received input that the ConsCom's fees for a project can sometimes exceed an applicant's rate of return. There was discussion as to the metrics used by ConsCom to determine these fees. It was noted that this fee schedule can be particularly burdensome on those using a property for agricultural purposes. The Selectmen noted there is a willingness to entertain a reduction in these fees when it is in the best interest of the town, such as supporting agricultural uses. Chair Amoroso discussed a recent site visit to a parcel off of Tamarack Lane that he and Member Gorman had attended. Bob Stanley had begun to plow the field with the intention of plant alfalfa to stabilize the soil. ConsCom asked that he stop this work pending this site visit. It was noted that this planting work was approved at a subsequent ConsCom meeting. Mr. Stanley is just awaiting ConsCom formal notice of approval. Mr. Stanley advised that he is contemplating filing a RERSE plan, but using ConsCom's current fee structure, his base cost for filing is \$1,500. Based on what was observed during this site visit it is in the best interest of the town to entertain a request to reduce these fees. It was suggested that Mr. Stanley prepare his filing and then come before the Selectmen to formally request a fee reduction. Member Gorman moved that it be the policy of the Board of Selectmen to entertain the reduction or waiver of a Conservation Commission Wetlands Application Fee for agricultural or other activities that the Board of Selectmen determines, in its sole discretion, would constitute a manifest benefit to the Town, in such instances where the normal calculation of the Fee would be so prohibitive as to deny the Town of the beneficial activity. In such instances the Applicant must demonstrate to the Board of Selectman that the proposed activity is beneficial to the Town and that the normal calculation of the Fee would preclude the activity. Seconded by Member Fox. **Approved 5-0.**

MINUTES

Member Fox moved to accept the minutes for the regular session, August 26, 2013, September 9, 2013, and September 16, 2013, as revised. Seconded by Member Stemple. **Approved 5-0.**

SELECTMEN REPORTS

Member Fox reported that occasional complaints were being received about noise coming from Kaiser Tuning on Mass. Ave. He met with BICAO Lindberg and discussed these concerns. The owner cooperated with BICAO Lindberg and even hired a consultant. Measures are now in place, and the hope is that they will prove effective. BICAO Lindberg's efforts indicate his willingness to work with business owners to resolve these matters.

He also reported that Stow Road Concept Development Comm has met several times with Ms. Connelly from Mass. Housing Partnership. There has been discussion as to the definition of affordability. Town Counsel is preparing a memorandum regarding this. This could be a "friendly 40B" – a mix of affordable housing and other usages.

Member Stemple reported that the Steele Farm Advisory Comm. will be meeting on Wednesday.

Chair Amoroso noted that he had already provided the information he wanted to report on during the Conservation Fee Waiver/Reduction discussion.

Member Gorman reported that the Well being Comm. will be discussing funding some hours for a Social service support and re-introducing funding of Elliot House, at their next meeting. Acton's Community Services Coord. has been assisting some Boxborough residents with obtaining services. Stow just contracted for part-time social service support. The 2010 US Census indicates 8-10% of Boxborough residents are below poverty line and 5% are unemployed.

TA Shaw reported that there has been some discussion about establishing this Ad hoc group as a formal Town committee. There was discussion as to why this group was initially formed.

She also reported that the painting of the older section of Town Hall should begin this week. BICAO Lindberg is working on a report regarding various capital projects.

TA Shaw reported that the Town-wide Compensation study is coming to a close. The intention is to present the findings at a meeting in November.

NEW BUSINESS (Continued)

Member Fox moved to accept with regrets and place on file the resignations of Susan Fredrickson and Heather Fleming from the Stow Road Concept Development Committee effective immediately. Seconded by Member Suleiman. **Approved 5-0.** Frederickson and Fleming were recognized for their contribution to the SRCDC and thanked for their service.

The Selectmen reviewed proposed FY 15 budget timeline and process. TA Shaw noted that the timeframe is similar to what has been used in prior years. The budget updating procedures implemented last year seem to have worked well; however, there were some issues with revision tracking/control. There was discussion as to how budget updates will be delivered – hardcopies vs. electronic updates only. TA Shaw discussed how budget preparation is being managed during this interim period. She also provided an update on her efforts to hire a new Town Accountant.

The Selectmen also reviewed their proposed meeting schedule going forward. No changes were needed.

ADJOURN

At 10:11 PM, the meeting was adjourned. **Approved 5-0**

6a

Date

Senator State Senator Jamie Eldridge
State House, Room 413-A
Boston, MA 02133

The Honorable Representative Jennifer E. Benson
State House, Room 236
Boston, MA 02133

Dear Representative / Senator _____

The Boxborough Board of Selectmen urges you to support Senate Bill 228, *An Act Relative to Regional School District Capital Project Funding*. Boxborough participates in two regional school districts, the Acton-Boxborough Regional School District and the Minuteman Vocational Regional School District. This Bill would increase the reimbursement from the Massachusetts School Building Authority (MSBA) for capital project by 10% for Acton-Boxborough Regional Schools and by 20% for the Minuteman Vocational facility, which would a significant benefit to our community. As you may be aware, Minuteman Vocational & Technical High School currently has a pending MSBA building project. This additional funding would enable Minuteman to construct a state-of-the-art facility that would enhance the high quality education programs that the Minuteman District already provides to our community.

The Boxborough Board of Selectmen supports Senate Bill 228 because it would increase funding for our two regional school districts allowing them to continue to provide quality educational opportunities that enhance our community.

Your support of Senate Bill 228 will be an investment in our community that would positively impact our Town's budget for years to come; however, time is of the essence. The Joint Committee on Education has scheduled a hearing on Bill 228 for Thursday, October 24th. We urge you to support this legislation. Thank you.

Sincerely,

Vincent M. Amoroso, Chair
Boxborough Board of Selectmen

Date

Senator State Senator Jamie Eldridge
State House, Room 413-A
Boston, MA 02133

The Honorable Representative Jennifer E. Benson
State House, Room 236
Boston, MA 02133

Dear Representative / Senator _____

The Boxborough Board of Selectmen would like your help in facilitating a discussion with Mitchell D. Chester, Commissioner of the Department of Elementary and Secondary Education (DESE). We are concerned about his April 9, 2013 determination to reduce Chapter 74 Vocational Technical Education Nonresident Tuition Rates for FY 14 from 150% of DESE foundation rates down to 145%. We further understand that Commissioner Chester intends to systematically reduce this rate over the next three years so that it would eventually be set at 125% of the foundation rate.

The Minuteman Regional School District, of which Boxborough is a member, currently has significant out-of-district enrollment (45%). Minuteman has a long tradition of providing quality educational opportunities to those seeking to improve themselves. The 150% factor was an economic incentive to Minuteman to continue support this practice. The current and proposed reductions, however, will result in an undue burden on member towns to subsidize the cost of out-of-district students resulting in an increase to Boxborough's assessments. Member towns absorb all of the District's capital expenses, as there is no mechanism in place that allows the Minuteman District to seek capital costs contribution for out-of-district attendees.

This reduction in out-of- district compensation would also have a significant impact on the MSBA building project currently under consideration affecting the Minuteman District's ability to continue to offer diverse and high quality educational opportunities.

Finally, the Minuteman District is currently in the process of updating the District Agreement. The DESE's out-of-district tuition reductions are a disincentive to those communities sending out-of-district students to join the District.

We value the contributions that Minuteman makes to our community and support its efforts to provide quality educational opportunities. We are seeking an equitable solution so that all of those who benefit from these opportunities pay their fair share.

Sincerely,

Vincent M. Amoroso, Chair
Boxborough Board of Selectmen

7a

September 25, 2013

Dear Boxborough Council on Aging Board of Directors Members,

It is with deep regret that I must resign my positions of president and member of the Board of Directors of Boxborough Council On Aging.

I have enjoyed working with this dedicated group of volunteers and the Coordinator, Laura Arseneault, and feel that we have made progress over the last few years.

I have appreciated the opportunity to work with you all but medical issues have made it impossible to continue being an active and contributing member of this board. Hopefully you shall find an individual with energy and enthusiasm to fill my place

Sincerely,

A handwritten signature in cursive script that reads "Susan L. Fredrickson". The signature is written in black ink and is positioned above the printed name.

Susan L. Fredrickson

76



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

JULY 1, ~~2009~~2012 through JUNE 30, ~~2012~~2015

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

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

ARTICLE 1 - DEFINITION OF BARGAINING UNIT

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

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

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - COMPLETE AGREEMENT

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 5 - PERFORMANCE EVALUATION

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

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

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

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

ARTICLE 6 - JUST CAUSE

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

ARTICLE 7 - DRUG FREE WORKPLACE

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

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

ARTICLE 8 - DUTIES

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

ARTICLE 9 - SENIORITY

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

ARTICLE 10 - LAY OFF

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

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

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

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

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

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

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

ARTICLE 11 - HOURS OF WORK

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

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

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

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

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

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

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

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

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

ARTICLE 12 - WAGES

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

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

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

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

Effective July 1, 2012 (FY 2013):

PATROL OFFICERS:

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

SERGEANTS:

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

Effective July 1, 2013 (FY 2014):

PATROL OFFICERS:

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

SERGEANTS:

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

Effective July 1, 2014 (FY 2015):

PATROL OFFICERS:

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

SERGEANTS:

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

Section 4. SHIFT DIFFERENTIAL

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

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

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

Section 5. CAREER INCENTIVE PAY

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

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

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

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

ARTICLE 13 - OVERTIME

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

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

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

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

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

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

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

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

ARTICLE 14 - PROMOTIONS

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

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

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

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

Section 2. TEMPORARY PROMOTION

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

ARTICLE 15 - DETAILS

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

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

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

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

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

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

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

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

ARTICLE 16 - HOLIDAYS

The following days shall be considered paid Holidays:

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

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

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

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

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

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

ARTICLE 17 - VACATION

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

ACCRUAL SCHEDULE

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

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

EMPLOYEES shall be allowed to use vacation in ~~half-day~~ four-hour increments only, subject to the approval of the Chief.

Section 1. For EMPLOYEES with hire date from January 1 through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the accrual schedule above. For EMPLOYEES with hire date from July 1 through December 31, vacation accrual

increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

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

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

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

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

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

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

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

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

ARTICLE 18 - SICK LEAVE

Section 1. Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each ~~five (5) calendar weeks~~ month of continuous service per year to be used for illnesses or injuries or conditions which are not otherwise compensable or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities. Sick leave may be used in four-hour increments only.

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

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

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

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

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

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

ARTICLE 19 - JURY DUTY

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

ARTICLE 20 - BEREAVEMENT LEAVE

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

Bereavement leave may be used in four-hour increments only.

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

ARTICLE 21 - MILITARY DUTY

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms and conditions set forth therein. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her M.G.L. Chapter 149 Section 52A leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

ARTICLE 22 - PERSONAL LEAVE

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

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

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

ARTICLE 23 - UNPAID LEAVE

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

ARTICLE 24 - BENEFITS

INSURANCE

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

Section 2. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent

(50%) of the premium for this insurance for the first ten thousand dollars (\$10,000.00) coverage. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

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

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

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

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

ARTICLE 25 - SPECIAL ALLOWANCES

Section 1. Stand by duty.

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

Section 2. Mileage Expense.

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

Section 3. Uniform Allowance.

The annual clothing allowance shall be \$950 for each EMPLOYEE. ~~Effective July 1, 2010, the~~The EMPLOYER shall also pay for the cleaning of uniforms for each EMPLOYEE in an amount not to exceed \$500 per officer. Use of cleaning allowance for purchase of clothing and equipment may be allowed at the discretion of the Police Chief. Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chief or his/her designee when the EMPLOYEE leaves the EMPLOYER'S employ.

ARTICLE 26 - FITNESS

Section 1. Each EMPLOYEE shall maintain his/her physical condition such that the EMPLOYEE can perform the duties required of a Boxborough EMPLOYEE. As such, each EMPLOYEE shall be examined annually by a physician selected and compensated by the EMPLOYER. The UNION will first utilize their respective health insurance policies to cover the costs of the physicals. The EMPLOYER will reimburse each EMPLOYEE for any "co-payments" required by the insurance company for the

physical. If such physical is not covered through the EMPLOYEE'S insurance policy, the EMPLOYER will pay the full cost. Such examination shall take place as nearly as is practicable to the anniversary date of each EMPLOYEE'S employment. The doctor shall be asked to make his/her written determination of the fitness of the examined EMPLOYEE to perform the duties required of AN EMPLOYEE. The doctor's report to the EMPLOYER shall indicate not the results but that blood pressure, body fat and both types of cholesterol tests were performed on the EMPLOYEE. This report will be utilized by the doctor for determining if the EMPLOYEE is fit to perform his/her duties. If an examination must be scheduled for a time when the EMPLOYEE is not on duty, the EMPLOYEE will be compensated at his/her overtime rate of time plus one half.

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

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

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

ARTICLE 27 - GRIEVANCE PROCEDURE

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

Section 2. The following is the grievance procedure:

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

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

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

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

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

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

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

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

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

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

ARTICLE 28 - UNION DUES AND AGENCY SERVICE FEE

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

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

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

ARTICLE 29 - DURATION OF AGREEMENT

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

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

SIGNATURES:

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

Signed, this 21st day of October, 2013:

For the EMPLOYER:

For the UNION:

Vincent M. Amoroso, Chairman

Benjamin Lavine, President

Robert T. Stemple, Clerk

Leslie R. Fox

, Secretary

James J. Gorman

ATTACHMENT A - COMPLAINT/GRIEVANCE FORM

**Town of Boxborough
Complaint/Grievance Form**

Statement of Grievance (including date of occurrence):

Article & Section reference from Contract:

Statement of Remedial Action Sought

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Signature of Union Representative

Date

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

AUTHORIZATION FOR PAYROLL DEDUCTION

BY

Last Name First Name Middle Name

TO

TOWN OF BOXBOROUGH
Employer

EFFECTIVE

Date

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

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



7c
**UNITED NATIONS ASSOCIATION
OF GREATER BOSTON**

Received
10-4-2013

10 Winter Place • Boston, MA 02108 • Tel: 617-482-4587 • Fax: 617-482-0937 • Email: info@unagb.org • www.unagb.org

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Arese Carrington, *Vice President*
Joseph A. Milano, *Vice President*
William J. Febbo, *Treasurer*
Alma G. Morrison, *Clerk*

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Nathaniel Tassinari
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David F. Squire
Amb. Charles R. Stith
Agnes Van Langenhove-Capiau
Cheryl L. Walsh
Hon. William F. Weld
James Woodard
Mary Yntema

Dear Selectman Vincent Amoroso,

Every day, the United Nations and its family of agencies work to improve people's lives throughout the world through peace-building, environmental sustainability, emergency relief, human rights, and global health work. We invite you to join us this year in recognizing the important work of the UN on October 24, 2013, the 68th anniversary of the United Nations. Since 1947, every US President beginning with Harry Truman has issued a proclamation asking citizens to observe this special occasion. This year's celebration focuses on the topic "The United Nations: Partnerships for Global Progress".

We hope you will recognize October 24, 2013 as United Nations Day and ask other interested individuals, groups or schools in your community to participate in UN Day activities.

To mark the day, we encourage you to:

- Issue a UN Day proclamation
 - Sample enclosed (for electronic version, email info@unagb.org)
 - Please mail the proclamation to UNA-GB
 - Notify local newspapers to publish the proclamation on UN Day
- Fly the United Nations Flag
- Encourage educators to conduct Model UN simulations
- Encourage libraries to show displays on the United Nations

We will feature all of the proclamations that we receive at Boston's City Hall and the Massachusetts State House during our UN Day public events. The proclamations will also be on display at our annual UN Day Luncheon in downtown Boston, where more than 250 business and community leaders will gather to recognize the importance of global engagement. Please let us know if you are interested in attending any of these events.

UNA-GB will be pleased to provide any additional assistance to you or other interested community leaders in planning a local UN Day celebration. For ideas about how your town can commemorate UN Day, or for further information, please contact UNA-GB's office at 617-482-4587.

We look forward to receiving your proclamation and wish you a most successful UN Day 2013!

Sincerely,

Allison Smith

Programs Manager

United Nations Association of Greater Boston

**UNITED NATIONS DAY PROCLAMATION 2013:
The United Nations: In Everyone's Interest**

Whereas, the United Nations was founded in 1945, and the anniversary of the day on which the UN Charter came into force is observed each year on October 24; and

Whereas, the United Nations promotes peace and security, development, democracy, economic prosperity, global health and human rights around the world, and is vital now more than ever; and

Whereas, the United Nations works to achieve the Millennium Development Goals, by providing a common development strategy for the international community, improving coordination, coherence, and effectiveness within the UN system, the donor community and developing countries; and

Whereas, the Goals address universal issues from poverty and access to education to improving healthcare and environmental sustainability and enjoy unprecedented political support because they are specific and measurable, with a deadline and indicators for monitoring progress attached to each goal; and

Whereas, the United States has a long tradition of leading international efforts to improve health, education and economic growth in developing countries; and has shown its commitment to the Millennium Development Goals through foreign assistance, progressive trade initiatives, and debt relief measures; and

Whereas, a bipartisan poll conducted in April revealed that more than eight out of ten voters say it is important that the United States maintain an active role within the UN; and

Whereas, the UNA-USA and United Nations Foundation have declared "The United Nations: Partnerships for Global Progress" as its theme for the 2013 United Nations Day commemoration

Whereas, the United Nations Association of Greater Boston is committed to educating and mobilizing our local communities to build a stronger network of global citizens and leaders to create a more prosperous, just and sustainable world;

Whereas, the citizens of _____ should participate in all activities related to UN Day;

NOW, THEREFORE, I _____ **officially proclaim** October 24, 2013 as

UNITED NATIONS DAY

In witness whereof, I have set my hand and caused the seal of _____ to be affixed on this _____ day of _____ in the year 2013.

Seal
Signature

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Hudson, Littleton, Boxborough, Stow, and Bolton, by and through the Town's duly authorized officials, with no personal liability, hereafter referred to collectively as the "Municipalities," this ___ day of _____ 2013, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Consultant (RHC); and

WHEREAS, the Town of Hudson, through its Hudson Municipal Affordably Housing Trust and the administrative support of the Hudson Community Development Department, is willing and capable of acting as the lead community in procuring, and overseeing such Consulting Services; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s 4A; and/or MGL Ch. 44, Section 55C as outlined below. Said authorizing vote of each municipal entity is also appended hereto as Exhibit C.

Town of Hudson, duly authorized by its Hudson Municipal Affordable Housing Trust
 Town of Littleton, duly authorized by its Board of Selectmen
 Town of Stow, duly authorized by its Board of Selectmen
 Town of Boxborough, duly authorized by its Board of Selectmen
 Town of Bolton, duly authorized by its Board of Selectmen

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on November 1, 2013 shall expire on October 31, 2014, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for two additional one-year terms as voted by each municipality through its duly authorized Board by June 30th of the year of the expiring term.

2. Lead Municipality. During the Term of this Agreement, the Town of Hudson, acting as the lead municipality, shall oversee the RHC. The Town of Hudson, through its standard procurement practices, shall contract with a suitable Consultant to provide the housing administrative services to all the participating Municipalities as described in the Request for Proposal (RFP) issued publicly on May 17th, 2013 and further shown herein as Exhibit A: RFP Section IV: "Project Overview, & Deliverables" (p.9-23), attached and incorporated herein.,

3. Duties. During the Term of this Agreement, the Regional Housing Consultant shall perform the housing administrative services described in the RFP, said Exhibit A.

4. Fee Structure. The municipalities have identified the need for services from the RHC in an approximate annual allocation of hours as indicated in Exhibit B: “Final Consultant Hours and Pricing Chart,” attached and incorporated herein, as derived from the RFP and the RHCs original fee proposal of \$55 per hour. Municipalities acknowledge that Monitoring and Regional Activities, (Final Consultant Hours and Pricing Chart, line 8a), are Base Contract services. As part of this Agreement and the RHC Contract, participating Municipalities may also avail themselves of additional Local Support in the amount of hours specified in Exhibit B, line 13a. The resulting executed RHC Contract shall have a fixed amount not to exceed the hours and fees so designated in Exhibit B, Line 14.

5. Municipal Appropriation. Upon signing of this IMA, each municipality shall appropriate a minimum amount equal to the Base Contract services for Monitoring and Regional Activities as expressed in Exhibit B, Line 8a plus the administrative fee for the Lead Community of \$350 per town and a maximum amount not to exceed the total price identified in Exhibit B expressed as “Total Contract Amount Not to Exceed” (Line 14, which includes optional Local Support) for the given municipality. Any Consultant hours, desired by individual municipalities in excess of the amount of hours and fees specified in Exhibit B, Line 14, shall first be pre-approved by the requesting Town, the Consultant, and the Town of Hudson and shall not exceed 25% of the allotted fee in Exhibit B, Line 14, pursuant to MGL 30B.

6. Payment. The Town of Hudson shall quarterly invoice the Municipalities for the preceding quarter with payment due within 30 days of the invoice date for work actually performed and billed by the Consultant; and the Municipalities shall make such payments to the Town of Hudson pursuant to the established Consultant Price Proposal, Exhibit B.

7. Second Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Hudson shall provide to all Municipalities a record of the actual hours of services provided to each municipality and make any adjustments necessary for the following year Term.

8. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, to the extent allowed by State statute, the Municipalities shall indemnify and hold harmless the Town of Hudson and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Regional Housing Consultant of their duties in or for the Municipalities including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Housing Consultant while in or performing services for the Municipalities.

9. Termination. (Subsection A) Any Municipality, by a vote of its respective authorizing Board, may withdraw from and terminate this Agreement at the end of any year with the provision of at least six months prior written notice to the Town of Hudson. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Town of Hudson shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the

terminating Municipality for payment within thirty (30) days thereafter. The Town of Hudson, by a vote of its respective Hudson Municipal Affordable Housing Trust, may terminate this Agreement upon the provision of at least two months prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Hudson shall remain liable to the participating Municipalities for any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year. In such an event, the municipality shall give as much notice to other subscribers to this Inter-Municipal Agreement as the circumstances allow.

10. Steering Committee. There shall exist an Inter-Municipal Steering Committee comprised of one (1) representative from each municipality, whom shall be appointed by the appointed by the appropriate municipal authority. The Committee shall meet as needed, generally on a quarterly basis. The RHC, with direction from the Town of Hudson shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

11. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Community Development Director overseeing the Regional Housing Consultant must be made by a majority vote. Any unresolved issues shall be decided by the Executive Assistant (Chief Administrative Officer) of the Town of Hudson.

12. Financial Safeguards. The Town of Hudson shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all contributions received from the Municipalities. The Town of Hudson shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year.

13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

14. Amendment. This Agreement may be amended only in writing pursuant to a vote by all Municipalities duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Hudson

Hudson Municipal Affordable Housing Trust
c/o Michelle Ciccolo, Community Development Director
78 Main Street
Hudson, MA 01749

Town of Littleton

Littleton Board of Selectmen
c/o Keith Bergman, Town Administrator
37 Shattuck Street
Littleton, MA 01460

Town of Stow

Stow Board of Selectmen
c/o Karen Kelleher, Stow Town Planner
380 Great Road
Stow, MA 01775

Town of Boxborough

Boxborough Board of Selectmen
c/o Elizabeth Hughes, Town Planner
29 Middle Road
Boxborough, MA 01719

Town of Bolton

Bolton Board of Selectmen
c/o Bolton Secretary
663 Main Street
Bolton, MA 01740

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on

any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions the any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF HUDSON
By its Hudson Municipal Affordable Housing Trust

Joseph D. Peznola, Chair

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF LITTLETON
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF STOW
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BOXBOROUGH
By its Board of Selectmen

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BOLTON
By its Board of Selectmen

	Base Contract (item 8a)	Admin (flat fee, per Town) (item 8b)	Hourly Contract (item 13a)	Minimum Contract Amount to be Appropriated (item 8c)	Maximum Contract Amount to be Appropriated (item 14 - amount not to exceed)
Bolton					
Year 1	\$ 8,525.00	\$350.00	\$ 4,180.00	\$ 8,875.00	\$ 13,055.00
Year 2 (if renewed)	\$ 3,740.00	\$350.00	\$ 2,640.00	\$ 4,090.00	\$ 6,730.00
Year 3 (if renewed)	\$ 3,740.00	\$350.00	\$ 2,640.00	\$ 4,090.00	\$ 6,730.00
Boxborough					
Year 1	\$ 5,445.00	\$350.00	\$ 4,180.00	\$ 5,795.00	\$ 9,975.00
Year 2 (if renewed)	\$ 2,475.00	\$350.00	\$ 2,640.00	\$ 2,825.00	\$ 5,465.00
Year 3 (if renewed)	\$ 2,475.00	\$350.00	\$ 2,640.00	\$ 2,825.00	\$ 5,465.00
Hudson					
Year 1	\$ 18,920.00	\$350.00	\$ 6,270.00	\$ 19,270.00	\$ 25,540.00
Year 2 (if renewed)	\$ 7,755.00	\$350.00	\$ 5,830.00	\$ 8,105.00	\$ 13,935.00
Year 3 (if renewed)	\$ 7,755.00	\$350.00	\$ 5,830.00	\$ 8,105.00	\$ 13,935.00
Littleton					
Year 1	\$ 4,730.00	\$350.00	\$ 1,980.00	\$ 5,080.00	\$ 7,060.00
Year 2 (if renewed)	\$ 2,365.00	\$350.00	\$ 1,980.00	\$ 2,715.00	\$ 4,695.00
Year 3 (if renewed)	\$ 2,365.00	\$350.00	\$ 1,980.00	\$ 2,715.00	\$ 4,695.00
Stow					
Year 1	\$ 7,645.00	\$350.00	\$ 1,980.00	\$ 7,995.00	\$ 9,975.00
Year 2 (if renewed)	\$ 3,410.00	\$350.00	\$ 1,980.00	\$ 3,760.00	\$ 5,740.00
Year 3 (if renewed)	\$ 3,410.00	\$350.00	\$ 1,980.00	\$ 3,760.00	\$ 5,740.00



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

September 15, 2013

Boxborough Affordable Housing Trust
 Town of Boxborough
 29 Middle Road
 Boxborough, MA 01719

Dear Trustees:

This letter requests funding for membership in the MAGIC Regional Housing Consultant Services. On June 20, 2013, the Boxborough Housing Board (BHB) made a similar request, and it was tabled. The BAHT was concerned that neither the cost nor the services were defined, because the provider of the regional services had yet to be selected. In addition, the use of BAHT funds for administrative services was questioned.

The BHB, in its meeting on September 11, 2013, revisited the matter and unanimously voted to ask again for these funds. The service provider has now been selected, so that the cost and the services can now be described more precisely. In addition, the BHB feels that it is appropriate to use BAHT funds for BHB administrative matters.

The Town of Hudson, serving as the lead organization, recently released an RFP to provide regional services for the Towns of Hudson, Bolton, Boxborough, Littleton, and Stow to jointly procure services related to the monitoring and maintenance of affordable housing in the five towns. It is hoped that this will accomplish the many tasks related to affordable housing in a more efficient and economical manner. The winning bid was from MetroWest Collaborative Development, Inc. of Watertown, MA. The proposed base-contract costs for the five communities are shown in Table I.

TABLE I
 BASE-CONTRACT REGIONAL SERVICES COSTS

	Activity	Bolton (\$)	Boxboro (\$)	Hudson (\$)	Littleton (\$)	Stow (\$)
Monitoring	Create Monitoring Database and Plan	4,400	2,640	10,120	2,200	3,850
	Ownership Units: Annual Monitoring	1,980	1,320	4,785	990	1,815
	Rental Units: Tenant Compliance	0	0	0	0	0
	Rental Units: Compliance Report	110	0	550	220	220
	Resolve Discrepancies	220	0	220	0	0
	Assessor Valuation	990	660	2,420	495	935
	TOTAL MONITORING	7,700	4,620	18,095	3,905	6,820
Region	Administration	660	660	660	660	660
	Resident Support	165	165	165	165	165
	TOTAL BASE CONTRACT	8,525	5,445	18,920	4,730	7,645

As shown in Table I, the Base Contract Cost (the minimum buy-in cost) for Boxborough is \$5,445. Table II describes the base-contract tasks involved.

TABLE II
BASE CONTRACT TASKS FOR BOXBOROUGH

Task	Cost	Description
Create Monitoring Database and Plan	\$2,640.00	Create a repository of project legal documents, including initial zoning decisions, Regulatory Agreements, individual unit deeds for ownership units, and mortgages or liens. Each project will be compared to the DHCD SHI listing, so that all eligible units are counted. The development of a central repository and an accurate listing on DHCD's SHI will result.
Ownership Units: Annual Monitoring	\$1,320.00	Confirm that the owner of record is compliant with the affordable housing restriction. Ensure that the owner obtains approval for refinancing, transfer, or resale. Field related calls and inquiries related to refinance or resale and assist the municipality in preparing and reviewing related documents, such as appraisals and refinancing approvals.
Assessor Valuation	\$660.00	Assist the Assessor's Office with annual valuations of affordable units taking into account deed restrictions.
TOTAL	\$4,620.00	

The proposed costs for additional optional local-support services are shown in Table III below.

TABLE III
ADDITIONAL LOCAL-SUPPORT SERVICES

	Activity	Bolton (\$)	Boxboro (\$)	Hudson (\$)	Littleton (\$)	Stow (\$)
Local Support	Project Consultation	1,100	1,100	1,100	0	0
	Program Development	0	0	1,100	0	0
	On-site support	1,980	1,980	2,970	1,980	1,980
	Community Outreach and Planning	1,100	1,100	0	0	0
	Locate Buyers/Renters	0	0	1,100	0	0
	TOTAL ADDITIONAL SERVICES	4,180	4,180	6,270	1,980	1,980

Our present Housing Production Plan has expired. The regional services arrangement offers an efficient means of updating this plan. The additional services that are described in Table III are those required for this task as well as additional consultant time to assist the Stow Road Concept Development Committee. No RFP's or RFQ's would be required to initiate work on our housing plan. Further, the cost, \$4,180, is very reasonable in our experience

The base contract and additional services are summarized in Table IV below.

TABLE IV
SUMMARY OF BASE-CONTRACT AND LOCAL-SUPPORT COSTS

Activity	Bolton (\$)	Boxboro (\$)	Hudson (\$)	Littleton (\$)	Stow (\$)
TOTAL BASE CONTRACT	8,525	5,445	18,920	4,730	7,645
TOTAL ADDITIONAL SERVICES	4,180	4,180	6,270	1,980	1,980
TOTAL	12,705	9,625	25,190	6,710	9,625

We request funds in the amount of \$9,625 to participate in the MAGIC Regional Housing Services for one year. As stated in the Trust's Bylaw, it is the purpose of the Trust to provide for the creation and preservation of affordable housing and to support the activities of the Boxborough Housing Board. While some members of the Trust believe the monitoring of our existing affordable units and assisting residents with affordable housing options might be classified as administrative, it does not change the fact that it is a function the BHB should be conducting and a service the BHB should be providing. Funds appropriated for regional housing services will only be used to augment affordable housing in Boxborough and will not be used for unrelated purposes, administrative or otherwise. We believe participation in the Regional Housing Services will allow us to achieve our goals in most cost efficient manner, including the preparation of an updated housing plan. Consequently, we believe that the use of the affordable housing trust funds to support the regional housing services is perfectly appropriate and hope the Trust will meet as soon as possible to authorize this funding.

Respectfully,

Al Murphy,
for the Boxborough Housing Board



Internal Communications and Outgoing Communications
October 21, 2013

1. Letter from Comcast[Xfinity]'s Senior Manager of Government & Community Relations, Timothy Kelly, dated September 26, 2013, to the Board of Selectmen updating the BoS regarding an increase in their Reactivation fees for services.
2. Letter from MassDOT, General Manager and Rail & Transit Administrator, Beverly Scott, dated October 1, 2013, to "Chair, Leslie Fox", regarding the [road] salting at Commuter Rail "Highway/Railway" Crossings [Depot & Sargent Roads]. *



Deval L. Patrick, Governor
 Richard A. Davey, MassDOT Secretary & CEO
 Beverly A. Scott, Ph.D., General Manager
 and Rail & Transit Administrator

8a(2)

BUS *
 Tom Gorman
 Chief Ryder



October 1, 2013

Ms. Leslie Fox
 Chair
 Town of Boxborough
 29 Middle Road
 Boxborough, MA 01719

received
 10-17-2013

RE: Salting at Commuter Rail "Highway/Railway" Crossings

Dear Chair Fox:

The application of road salt on highway / railway crossings can cause train approach warning systems to activate without the presence of a train in the area. The reason for this is that the combination of road salt and fresh or melting snow creates a conductive solution that causes a short circuit between the rails of the tracks. As a result, the gates lower, the lights flash, and the warning bells ring until the problem is corrected. The corrective action usually takes an hour or more and can cause the highway traffic to back-up.

The 2013 / 2014 winter season will soon be upon us. This is a reminder and request that you again instruct your crews and contractors to refrain from salting the area in the immediate vicinity of the tracks in order to minimize the instances of these unwanted activations. Your cooperation will help minimize both automotive and train delays this winter. The following is a list of highway/railway crossings in your town on the commuter rail system:

Sargent Road
 Depot Road

Please contact John Mitchell, MBCR's Deputy Chief of Engineering Operations, at 617-222-3613 to answer any questions regarding this request. Thank you again for your assistance with this issue.

Sincerely,

Beverly A. Scott

Beverly A. Scott, Ph.D.
 General Manager and
 Rail and Transit Administrator

8b



Minutes, Notices and Updates
October 21, 2013

Minutes

1. Minutes of the Personnel Board meeting of October 2, 2013.

Notices

1. Notice of a Steele Farm Advisory Committee meeting held October 9, 2013.
2. Notice of a Housing Board meeting held October 9, 2013.
3. Notice of Personnel Board meetings:
 - a. Held October 16, 2013
 - b. To be held October 30, 2013
 - c. To be held November 4, 2013 (BoS meeting)
4. Notice of a Public Celebrations & Ceremonies Committee meeting held October 17, 2013.
5. Notice of a Board of Selectmen – Regionalization IMA Team meeting October 18, 2013.
6. Notice of a Finance Committee meeting to be held October 21, 2013.
7. Notice of an Open Space & Recreation Plan Update Public Workshop to be held October 23, 2013.

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**General Correspondence
October 21, 2013**

1. Mass. Tree Wardens' and Foresters' Association's request for nomination for the 2014 MTWFA Tree Warden of the Year.

