



BOARD OF SELECTMEN
Meeting Minutes
February 24, 2014

Approved: March 17, 2014

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 7:04 P.M. in the Grange Meeting Room of Town Hall.

ANNOUNCEMENTS

Chair Amoroso read the written announcements and further announced that due to the length of tonight's agenda several items have been re-scheduled to a later date.

APPOINTMENTS

- Rita Grossman, Jeanne Kangas and other interested parties were present to further continue a discussion on the proposed adoption of the Community Preservation Act. Chair Amoroso provided background on previous discussions. Tonight's discussion is to allow the CPA group an opportunity to address the questions/concerns posed by the Selectmen on February 10th including those in Selectmen Gorman's related email. Grossman initiated discussion by addressing the recent amendment to the CPA which could allow other Town funds to be used to supplement and be blended into the CPA. As of today, the state has not determined the "what" or "how" of how this would be applied, nor has the DOR issued guidelines for this proposed blending. Another concern was building in a reconsideration process. She advised that based on her discussions with her state contact the state will not allow local CPA bylaw/charter to build in an automatic reconsideration process and pointed out there are multiple avenues for review already in place under the existing statute. So far no communities have rescinded CPA however; some have adjusted their surcharge percentages. Concern was voiced that the Town may not have enough significant projects to justify the CPA in the long term. It was suggested that a list of possible CPA eligible projects be compiled. This list should reflect a continuing stream of reasonably supportable projects at least 10 years out, to illustrate the sustainability and the benefit of a CPA. It was also suggested that the Town "user fees" that could be off-set by the CPA should be identified. It must be clear as to what are the benefits, off-sets and costs so that voters can make an informed decision. It was suggested that this could be formatted similar to a "cost/benefits analysis." Grossman provided background on the CPA's initial purpose and the addition of other purposes over time. She reviewed the mechanism as to the adoption of a Community Preservation Committee Bylaw & related surcharge, and the required allocations, the state's contribution & the management of these funds. The surcharge would be calculated on a home's real estate tax bill not on the property's assessed value. There was discussion as to whether or not the \$100,000 property value exemption option should be adopted. Jeanne Kangas noted that this is not an easy law to implement or to manage, but it does provide the Town with some local control. It would allow us to preserve favorable aspects of our community, especially open space. A lot will depend on the Community Preservation Committee's bylaw/mission statement and those entrusted to serve on the CPC. There was discussion as to the state's commitment to funding CPAs, the percentage trends, and CPA land acquisition requirements. It was confirmed that once acquired CPA funds can accumulate and can be held in trust until the Town expends them. It was also confirmed that there is a placeholder for this in the warrant. There was discussion as to the structuring of the article.

NEW BUSINESS

- Though not on the agenda, two Reserve Fund Transfer (RFT) Requests were presented to fund the acquisition of two vehicles seized in drug related cases. DPW Director Garmon, Fire Chief White and Police Chief Ryder were present for this discussion. Member Fox provided the background on this and referred to Chief Ryder's memo that accompanied these RFTs. Vehicles would become part of the DPW fleet but be available to Fire and Police on an "as needed" basis.
 - ◊ Member Fox moved to authorize the request to transfer \$3,131.94, from the Reserve Fund to account 001-422-5800-5864 – Public Works Vehicle Purchase for the acquisition of a 2002 Toyota Tacoma. Seconded by Member Suleiman. **Approved 5-0.**
 - ◊ Member Fox moved to authorize the request to transfer \$16,103.31, from the Reserve Fund to account 001-422-5800-5864 – Public Works Vehicle Purchase for the acquisition of a 2010 Nissan Titan. Seconded by Member Stemple. **Approved 5-0.**

APPOINTMENTS (Continued)

- Rick Dabol, Communications Consulting Services, Inc. (CCS); Fire Chief Randolph T. White, and Police Chief Warren Ryder were present to present CCS's public safety communications study findings. FinCom member Neal Hesler was also present for this discussion. A PowerPoint presentation was used. Chief Ryder opened this discussion. The current system is outdated (20+ years old), presenting significant reliability problems and is no longer supported by vendors. The scope of work was for CCS to conduct a needs assessment, inventory the equipment currently employed and provide recommendations. CCS's analysis is concluded and Mr. Dabol is here to present their findings and recommendations. Dabol noted that the existing system is analog "hard-wire" based. Modern systems are digitally based. Also the frequencies currently being used are problematic. There are several different frequency bands being used. Currently Fire has radio communication with DPW, but Police/Dispatch does not. Also some of these (DPW) bands are currently operating without a broadcast license. Dabol summarized how these frequencies function and discussed the management & maintenance of these licenses. Dabol referred to accessibility/coverage maps both as to the existing system and with the proposed upgrades. He outlined CCS's infrastructure upgrade recommendations. One in particular is that a third relay site be added at the Boxborough Museum (two existing sites are used - on the Hager property and on Swanson Rd). The Town Planner has been consulted about this proposed addition. Dabol related CCS's existing equipment assessment findings. Most of the Fire and Police mobiles and portable units are in good working order. Notable equipment upgrades and additional units were recommended for the DPW. Dabol presented several projected cost scenarios. He clarified that CCS was retained to provide this analysis and would not be involved in the purchase and installation of new equipment. Chief White confirmed that this project would go through the State Contract process. There was discussion as to funding; capital planning; the pros/cons of phasing this project and the equipments' life expectancy. Chief White summarized his multiple attempts to obtain grant funding and the small likelihood of obtaining future grand funding. Chief White and Chief Ryder provided further input. It was confirmed that this is currently a placeholder in the warrant.
- Kevin Mahoney, Assistant Superintendent of Finance, Minuteman Regional School District (MRS D) was present to discuss the proposed amendments to MRS D Agreement and to update the Selectmen on related activities. Cheryl Mahoney, also participated as Boxborough's representative to the Minuteman School Committee. Maria Neyland and FinCom member Neal Hesler were also present. Asst. Supt. Mahoney opened this discussion and referred to his Powerpoint presentation. The Minuteman School Committee has approved the proposed revisions and the revised agreement will be sent to member communities for Town Meeting approval. The revised agreement is presented as an improvement over the existing one. However, because of the diverse communities within the Minuteman District certain revisions are desirable to some while others are not. The Selectmen noted that several of the proposed revisions do not favor Boxborough – our voting power would be lessened due to weighted voting, and the state's "wealth factor" will be part of the capital assessment formula. Also discussed was the implementation of a four-year rolling average enrollment metric to determine assessments & weighted voting and revisions to debt authorization terms & how the M.G.L. Chapter 71 § 16, subsections d & n govern this process. The "Withdrawal" mechanism under the current agreement and with the proposed changes was reviewed. There was discussion on the inequity of member town assessments as opposed to DESE dictated out-of-district tuitions; DESE's recent reduction of these out-of-district tuitions and that current laws/regulations bar the district from charging capital costs to out-of-district communities. Asst. Supt. Mahoney was asked to prepare an analysis of the projected assessments if the District towns pass the revision to the agreement. There was discussion on the MSBA building project. Asst. Supt. Mahoney presented information on the Intermunicipal Agreement (IMA) efforts. It was confirmed that the IMA a separate matter; outside of the District Agreement. The current and proposed revised agreements have a five student minimum charge for all member towns. Four students from Boxborough are currently enrolled. All of the matters being discussed tonight are inter-related and the District is working on them in parallel. The Selectmen noted that though they appreciate the hardwork of the District to facilitate updates to its facilities and governance; they are frustrated with the position in which Boxborough has been placed moving forward; the inequities regarding out-of-district communities' contribution to the District and the perceived lack of cooperation from the DESE to remedy these inequities.

- No one asked to speak under Citizens' concerns.

MINUTES

- Chair Amoroso moved to accept the minutes for the regular session, February 10, 2014, as revised. Seconded by Member Stemple. **Approved 5-0.**
- The Board passed over review of the minutes for the Executive sessions of February 10, 2014 and the Contract Negotiating Team meeting of February 20, 2014.

SELECTMEN REPORTS

- Member Fox reported on the progress of the project to update the Town's servers and on the formation of an IT budget for FY 15.
- Member Suleiman reported that the Personnel Board will be meeting on Wednesday. They are cognizant of the three areas of the Compensation Study in which the Selectmen have raised concerns.
- Member Stemple reported on the last Steele Farm Advisory Comm. meeting. They discussed the proposed article for barn repairs. \$70,000 is the value placed on this article. It has also been confirmed that the Conway School will not be available to begin the management plan project until spring 2015.
- Member Stemple reported on the Town Treasurer Search Team's efforts. They have narrowed down it down to 3 candidates. Interviews begin Tuesday morning.
- Chair Amoroso reported that he and Member Fox have participated in two contract negotiation sessions with Chief Ryder. He and Member Gorman met with Chief White this morning on his contract. He will be providing more information during the Executive Session.
- Member Gorman reported on Well Being Comm. activities. They continue to work on crafting an article to fund social service services in FY 15. There was discussion of Stow's success with a similar position. They have targeted \$25,000 as the value for this article.

OLD BUSINESS

- The Board passed over discussion on War memorials.
- The Selectmen discussed this year's Special/Annual Town Meeting and closing the warrant. There was discussion about a placeholder article regarding funding for the maintenance of the septic system located at the School/Library site. Based on tonight's public safety communications presentation, the value of this article should be increased. A placeholder article for Regional Animal Control Services will be added. The other placeholder articles will remain for now and can always be removed later. Member Suleiman moved to close the warrant, as amended tonight, for the annual town meeting, which begins on May 12, 2014, as well as the special town meeting within the annual. Seconded by Member Stemple. **Approved 5-0.**
- The Board passed over discussion of the FY 2015 budget

NEW BUSINESS (Continued)

- The Board passed over discussion on Regional Animal Control Services.
- The Selectmen opened discussion on accepting a gift from Littleton Electric Light and Water Department given in support of the emergency generator project. The project is on track and the generators are being tested this week. Member Stemple moved to graciously accept the generous contribution from Littleton Electric Light and Water Department in the amount of \$100,000, to be used in support of the emergency generator acquisitions for the Hager well house and Blanchard School. Seconded by Member Fox. **Approved 5-0.**

- Though not on the agenda, TA Shaw presented a request from the Boxborough's Town Democratic Committee (TDC) to use the Town Hall Parking lot for a non-profit bike collection drive. Chair Amoroso read TDC's request. There was discussion as to why the TDC is making this request and not "Bikes not Bombs" organization and what measures, if any, may be used to manage traffic flow. Chair Amoroso moved to authorize the use of the Boxborough Town Hall parking lot by the Boxborough Town Democratic Committee to hold a Bikes not Bombs collection drive on Saturday, April 12, 2014 from 9:30 AM to 2:30 PM. Seconded by Member Stemple. **Approved 5-0.**

EXECUTIVE SESSION

- At 9:56 PM, Chair Amoroso moved to adjourn to executive session to conduct strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director) and to adjourn immediately thereafter. Seconded by Member Stemple. **Approved 5-0 by a roll call vote: Fox aye; Gorman, aye; Suleiman, aye; Stemple, aye; and Amoroso, aye.**

SELECTMEN'S ANNOUNCEMENTS

FEBRUARY 24, 2014

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

- Boxborough is fortunate to have wonderful **corporate partners** in the community. We would like to extend our gratitude to Rick Marshall of Astro Crane for providing the labor and rigging to place three emergency generators (DPW, Hager well and Blanchard Memorial School) on their platforms. This was a monumental effort and we are thankful for Astro Crane's generous support.

Later in the agenda, the Board will be accepting the generous donation of \$100,000 from Littleton Electric Light and Water Department, also in support of the generator project at the school and Hager well... Our corporate partners helped make this project possible. Their contributions towards the town's share were instrumental in our successful grant application to Feta's Hazard Mitigation Grant Program a couple of years ago. As this project draws to a close, with the final testing coming later this week, we want to once again extend a multitude of thanks to Mary Brolin, Town Planner Elizabeth Hughes and others who helped in this endeavor.

- A reminder to our viewing audience - **Selectmen Agenda packets are available** from a link on the Town's website on the meeting calendar.
- **Save the Date.....Boxborough's Annual Town Meeting** will be held on **Monday, May 12th**. More details will be provided in the coming months.
- **The FY 2015 budget process has begun. The current draft budget is available on the Town's website (Home page, under "NEWS")**. You are encouraged to attend Selectmen, Finance Committee, School Committee and Library Trustee meetings at all times, but especially during the budget season. Please check the web calendar for meeting dates. Your input is important.

- **Nomination papers are now available for elected town offices** at the Town Clerk's office, Boxborough Town Hall, 29 Middle Road. The annual Town Election will be held May 19th. Offices that will be on this year's ballot are:

Moderator

Two positions on the Board of Selectmen

Two positions on the Planning Board

Two positions on the Library Board of Trustees

Two positions on the School Committee - staggered terms

and

One position on the Board of Health.

The last day to file completed papers is Monday, March 31st. Please contact the Town Clerk, Liz Markiewicz if you have any questions.

- **The annual street listing/census forms were mailed to residents in January.** If you have yet done so, please review the information, make any corrections necessary, sign the form and promptly return it to the Town Clerk's office at Town Hall. Voters who do not complete their census form will be put on the inactive voter list.

- **The deadline for 2014 dog license is March 10th.** All dogs in Massachusetts are required to be licensed annually. Dog license applications were sent out with your street census forms. Applications can also be obtained at Town Hall or downloaded from the town website. The cost of a license is \$10 for a spayed or neutered dogs; \$15 otherwise and there is **no fee** for residents over seventy. Applications and proof of rabies vaccination can be mailed in or dropped off at the Town Clerk's office at Town Hall.

Please note, that applications received after March 10th will be assessed a \$50.00 fine.

- As part of an on-going effort to educate the general public about the potential for abuse of medications the **Boxborough Police Department has an anonymous 24/ 7 prescription drug drop off box** in the lobby of the Police Station. The aim is to provide the public with a safe, convenient, and responsible means of disposing of potentially dangerous, expired, unused, and unwanted prescription drugs and medications before they find their way into unauthorized hands or our local water supply. The Boxborough Police Station is located at 520 Mass. Ave.

- Now that winter is upon us, we have included links to some helpful resources under the “NEWS” section of the Town’s website - **DPW’s Resident’s Guide to Winter Snow Removal** and **MEMA’s Winter Storm Tips**. Please help us so that the town roads can be traveled safely and cleared as quickly as possible during winter storms. You can also contact the DPW with any questions.
- 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. Checks or exact amount in cash, please. Please refer to the Transfer Station webpage or call the DPW for more information.
- The **Boxborough Museum** at 575 Middle Road will be open from 2:00 pm to 4:00 pm on Sunday, March 9th. Admission is free and all are welcome. Members of the Boxborough Historical Society will be on hand to discuss this and the other exhibits. Contact John Fallon for more information or to arrange for a private tour.
- The **Friends of the Council on Aging will hold its next speaker’s luncheon** Wednesday, March 12th at 12:00 noon in the Boxborough Community Center, 30 Middle Road across from Town Hall. Increased regulation and sustained low rates have made today’s financial environment difficult, especially for seniors. Middlesex Savings Bank’s branch manager, Keith Karkane, and financial advisor, Bill Whelton, will discuss some of the challenges and potential solutions and answer questions. All seniors are welcome and admission is free, but please call the COA office to make a reservation.
- The **Boxborough Grange #131 will hold its 128th Anniversary Meeting on March 14th** at 7:30 pm. in the Grange Room of the Boxborough Town Hall. This meeting will feature various presentations including the annual Grange Community Service Award, which recognizes a deserving Boxborough citizen or group. The public is invited and admission is free but please RSVP to 978-263-2241 if you plan to attend.
- **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), the Steele Farm Advisory Committee (1), and the Conservation Commission has one vacancy for an unexpired term which runs until June 30, 2015. Also, the Town Moderator is seeking one volunteer to serve on the Finance Committee for an unexpired term which runs until June 30, 2014. 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 978-264-1700 if you have any questions.
- The Selectmen can be contacted directly at selectmen@town.boxborough.ma.us.
- If you wish to find out more about **volunteer opportunities** on Town boards or committees contact Town Administrator Selina Shaw Selina.shaw@town.boxborough.ma.us
- Board of Selectmen, Boxborough School Committee and Acton-Boxborough Regional School Committee **meetings are broadcast on both Comcast's Channel 9 and Verizon's Channel 39.** Residents can also tune-in and view the public meetings playback schedule, to find out when a particular meeting is scheduled for broadcast.
- Please contact the Town Clerk, Liz Markiewicz 978-264-1727 if you have any questions regarding **nomination papers, street census form or licensing your dog.**
- For more information on the **Resident's Guide to Winter Snow Removal or Winter Storm Tips** please go to the Town's website under NEWS or contact the DPW at 978-264-1790.
- For more information on **Bulk Item Disposal Vouchers** please go to the Town's website under NEWS, the Transfer Station's webpage or contact the DPW at 978-264-1790.
- Please contact John Fallon, of the Boxborough Historical Society, at 978-264-0069 if you wish to arrange a private tour of the **Boxborough's Historic Town Center.**
- Please call Laura Arsenault at the COA office 978-264-1717 to make a reservation for **FCoA Luncheon.**



BOARD OF SELECTMEN
Meeting Agenda
February 24, 2014
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER, 7:00 PM

2. ANNOUNCEMENTS

3. APPOINTMENTS

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

- a) Rita Grossman, Jeanne Kangas and other interested parties - further discussion re: proposed adoption of Community Preservation Act, 7:00 PM
- b) Rick Dabol, Communications Consulting Services, Inc.; Fire Chief Randolph T. White, and Police Chief Warren Ryder re: public safety communications study, 7:45 PM
- c) Kevin Mahoney, Assistant Superintendent of Finance, Minuteman Regional School District (MRSD), re: proposed amendments to MRSD Agreement, 8:30 PM
- d) Citizens concerns

4. MINUTES

- a) Regular session, February 10, 2014 **ACCEPT & POF**
- b) Executive session, February 10, 2014 **ACCEPT & POF**
- c) Executive session, Contract Negotiating Team (Police Chief), February 20, 2014 **ACCEPT & POF**

5. SELECTMEN REPORTS

6. OLD BUSINESS

- a) War memorials (Selectman Jim Gorman to lead discussion)
- b) Special/Annual Town Meeting
Move to close the warrant for the annual town meeting, which begins on May 12, 2014, as well as the special town meeting within the annual **VOTE:**
- c) FY 2015 budget – continued discussion
[May include review of general governmental budgets by Town Administrator]

7. NEW BUSINESS

- a) Regional Animal Control Services (Selectman Les Fox to lead discussion)
- b) Acceptance of gift – Littleton Electric Light and Water Department
Move to graciously accept the generous contribution from Littleton Electric Light and Water Department in the amount of \$100,000, to be used in support of the emergency generator acquisitions for the Hager well house and Blanchard School. **VOTE:**

8. CORRESPONDENCE

ACCEPT & POF

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

9. PRESS TIME

10. CONCERNS OF THE BOARD

11. EXECUTIVE SESSION, TOWN ADMINISTRATOR'S OFFICE

Move to adjourn to executive session to conduct strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director) and to adjourn immediately thereafter

**ROLL CALL
VOTE:**

12. ADJOURN

Boxborough Massachusetts

Public Safety Radio System

Introduction

- Richard Davol
- President
- Communication Consulting Service, Inc.
- Company Established in 2001.
- First Class FCC license since 1976.
- 42 years in Radio and Electronics.
- 35 of those years employed as a Communication Engineer.

Mission

- Evaluate the current Police, Fire and Public Works radio communications.
- Determine the current and future needs of the public safety communications.
- Strategic and specific recommendations to assure and improve the safety of the public.
- Provide those emergency services within an efficient and cost effective communications system.

Existing System Overview Radio Equipment

- Three separate radio systems.
- The Police Department utilizes VHF Repeaters with voting receivers.
- The Fire Department operates on a mixture of UHF and Low Band with a Cross Band Repeater and a remote Low Band Base Station.
- The DPW operates on Low Band using (Simplex) radio to radio communication.

Existing System Overview Dispatch Console

- Two different Motorola models.
- No communication between consoles.
- Both models discontinued.
- No technical or parts support.
- No interoperability through console.
- Parts have been purchased on EBay to repair the console voter.

Motorola Comtegra



Motorola Command Star Lite



Fire Department Infrastructure

- Single Base Station located at 85 Swanson Road.
- Mobile radio with external 100 watt amplifier.
- Base Operates on Low Band 46.50 MHz
- Connected by leased Analog Telephone Lines.
- Constant Telephone Line problems.
- Coverage issues to the East and in buildings.

- Cross Band UHF/Low Band repeater at Hager Cell Site.
- Operates on UHF/ Low Band 471.600Mhz/ 46.50Mhz.

Police Department Infrastructure

- Repeater located at 85 Swanson Road.
- Operates on VHF High Band 154.6475.
- Connected by leased Telephone Lines.
- Constant Telephone Line problems.
- Coverage issues to the east and in buildings.
- Second repeater for Hager Cell Site out of service for over 75 days.
- Officers must change channels. This is a safety issue.

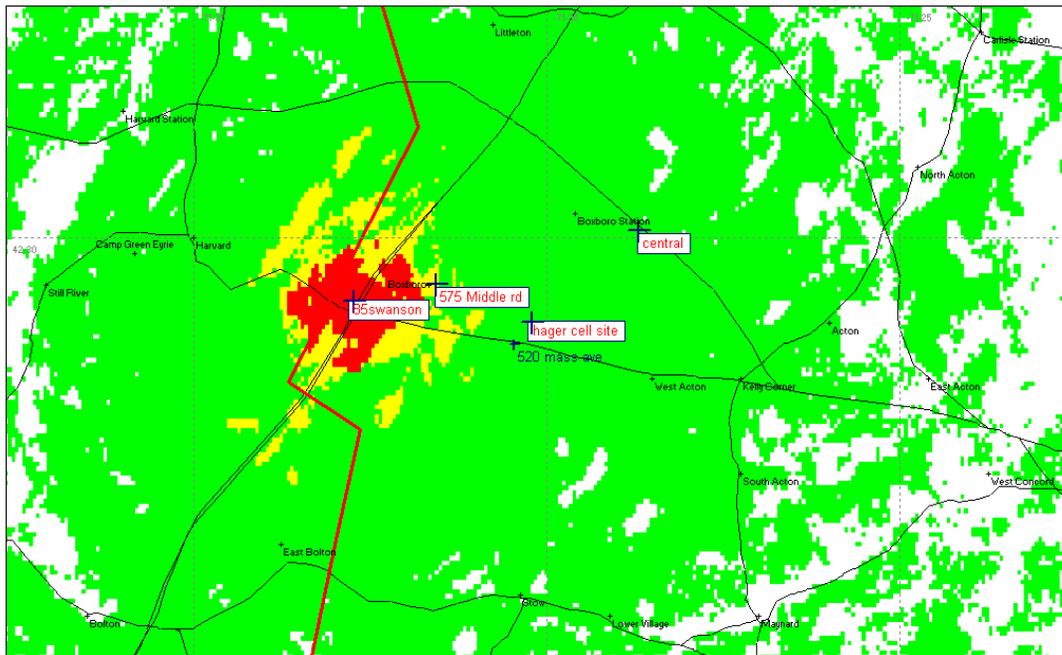
DPW Infrastructure

- Single Base Station located at DPW Garage.
- Mobile radio used as Base Station.
- Operates on Low Band 46.58 MHz
- Coverage issues in town.
- Simplex radio to radio communication.
- No FCC License.
- Base Station antenna and mounting needs upgrade.
- Interoperability with Fire Department only.

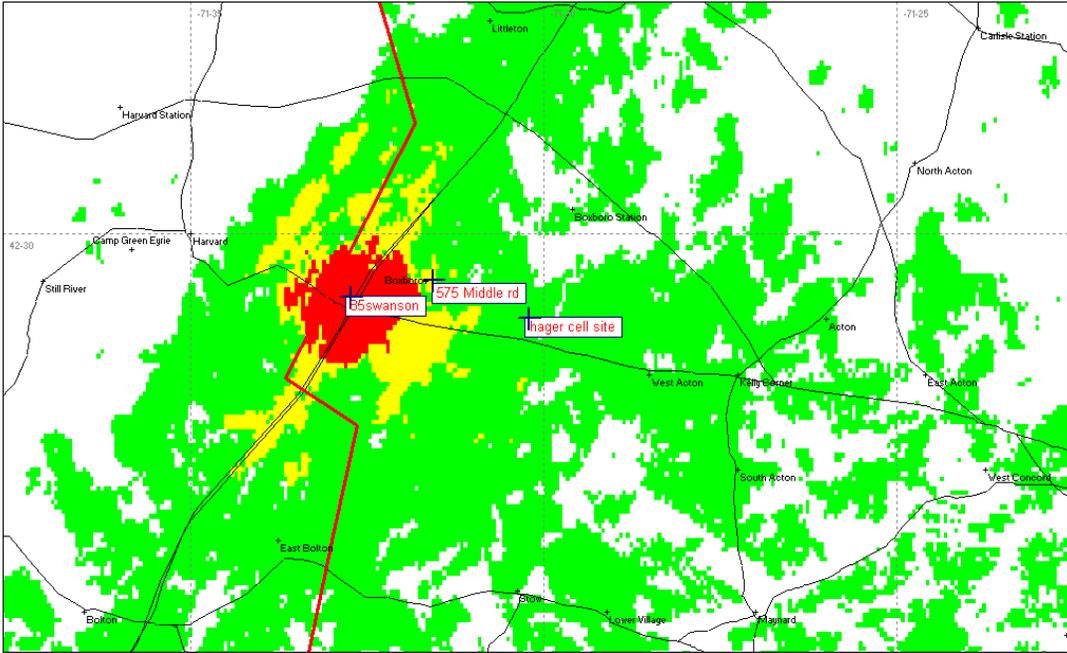
Mobile and Portable Radios

- Fire Department
 - Motorola CDM1250 Mobiles
 - Motorola HT1250 Portables
 - Pyramid SNR200 Vehicle Repeaters
- Police Department
 - Motorola MCS2000 Mobiles
 - Motorola XTL2500 Portables
- DPW
 - Mixture of Models
 - Motorola CDM1250 Mobile
 - Kenwood Mobiles
 - Vertex Mobiles
 - No Portables

Existing VHF Talk Out



Existing UHF Talk Out



Recommendations
New Infrastructure Police and Fire

- Dispatch Console with Cross Band Patch.
- Three site UHF Simulcast System.
- Three site VHF Simulcast System.
- Point to Point link to interconnect all sites.
- Locations:
 - Swanson Road
 - Middle Road
 - Hager Cell Site

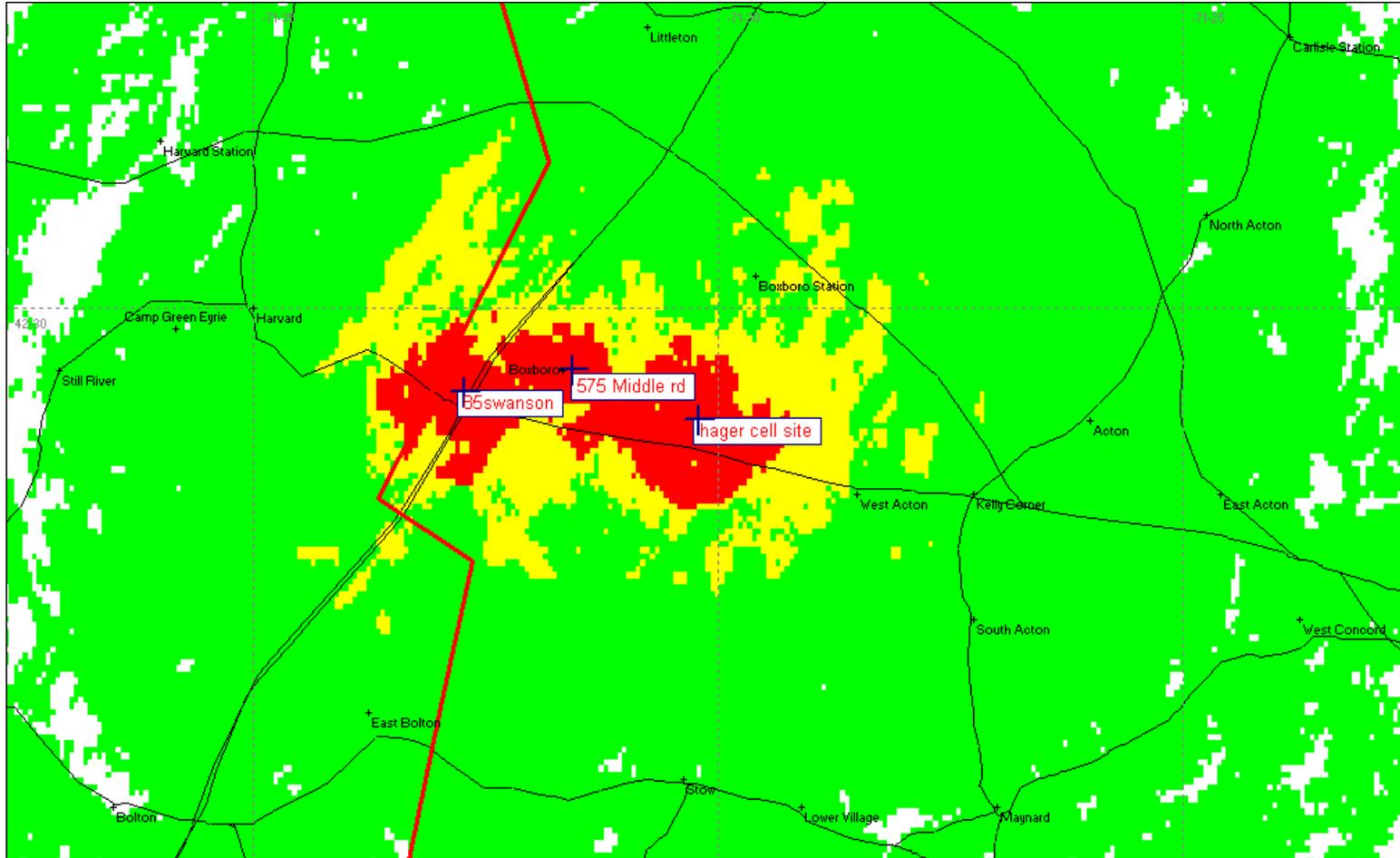
Recommendations
New Infrastructure DPW

- Stay on low band
- New Base Station antenna and mounting system.
- File for New FCC license (may require frequency change).
- 6 new Low Band mobile radios.
- 6 new Low Band portable radios.
- From an Engineering perspective, a UHF repeater system would be preferable.

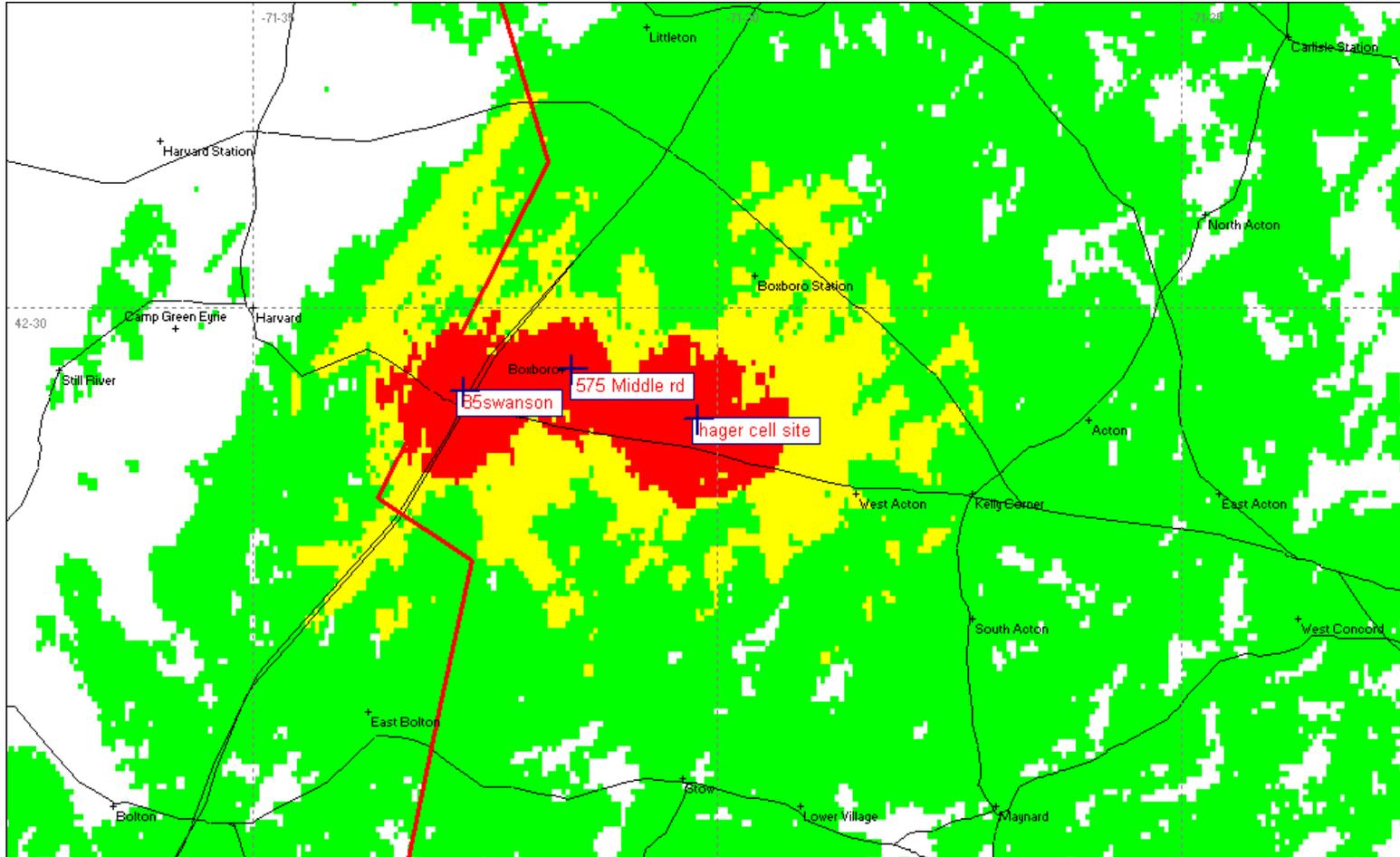
Recommendations
Mobiles and Portables

- Fire Department Mobiles and Portables.
 - Current models in good working order.
 - Need a couple of Vehicle Repeaters.
- Police Department Mobiles and Portables.
 - Current models in good working order.
- DPW Mobile and Portables.
 - All vehicle radios need Technical Service
 - Need additional mobiles.
 - Need to add new portables.

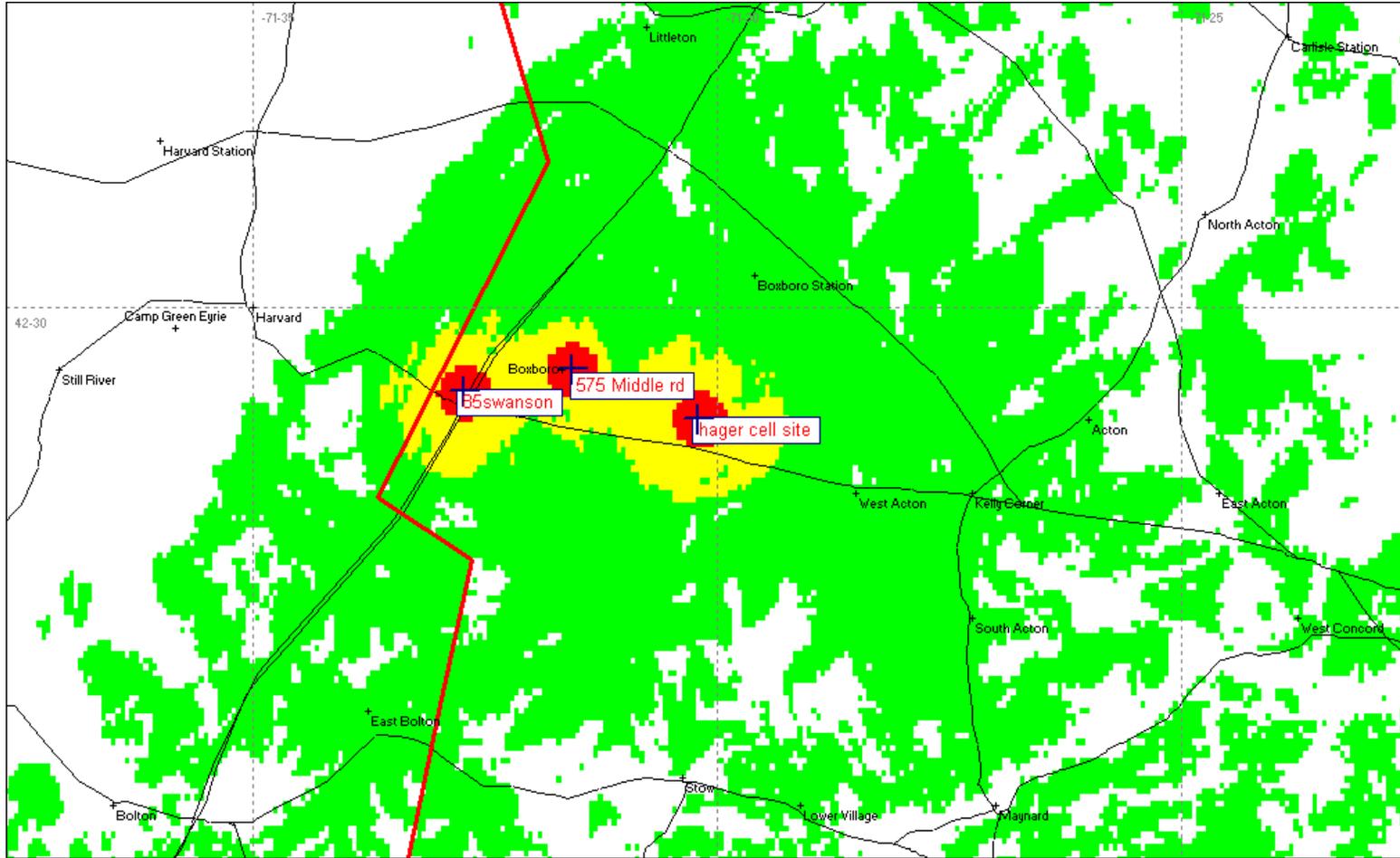
Proposed New Police Department VHF Talk Out



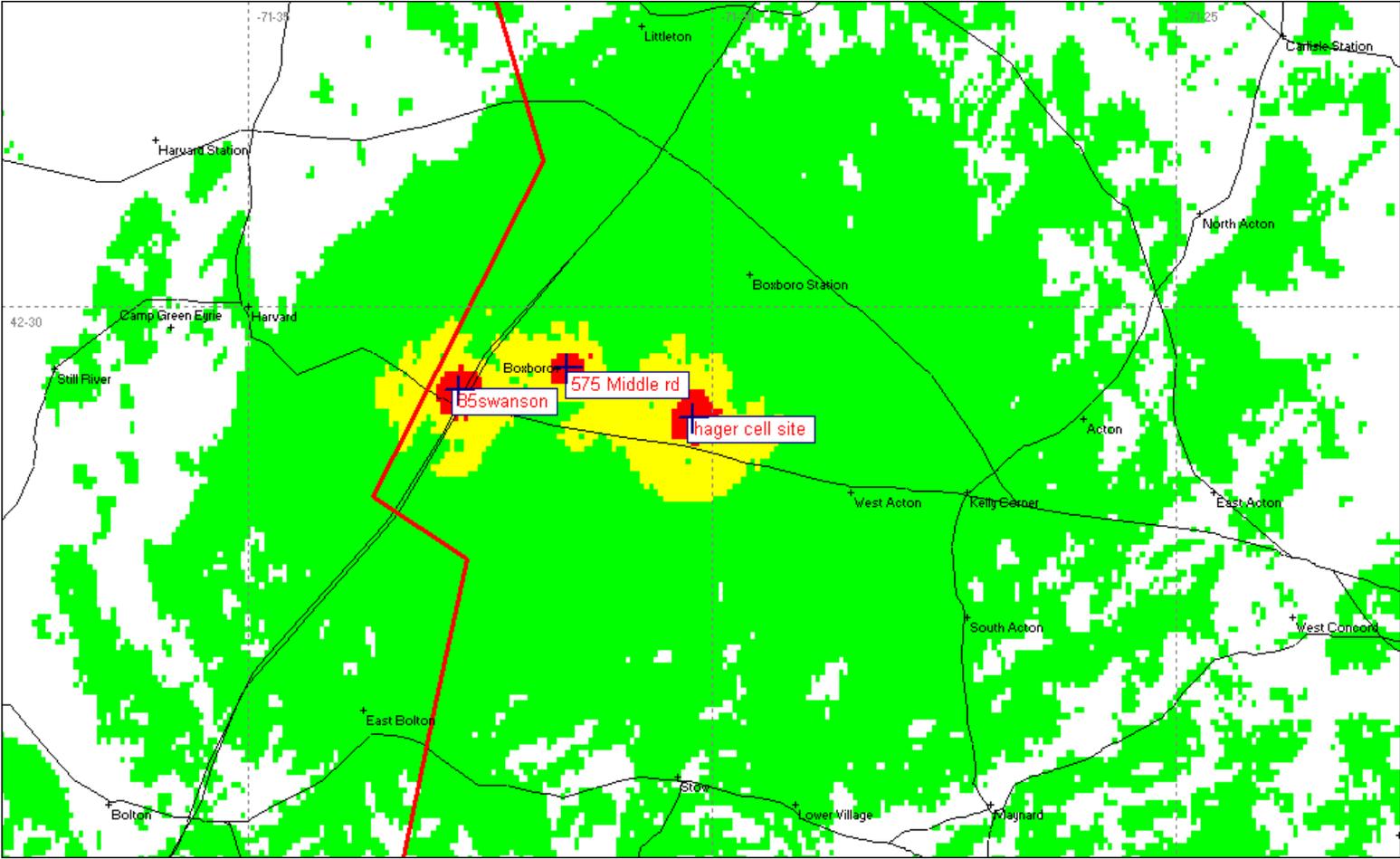
Proposed New Fire Department UHF Talk Out



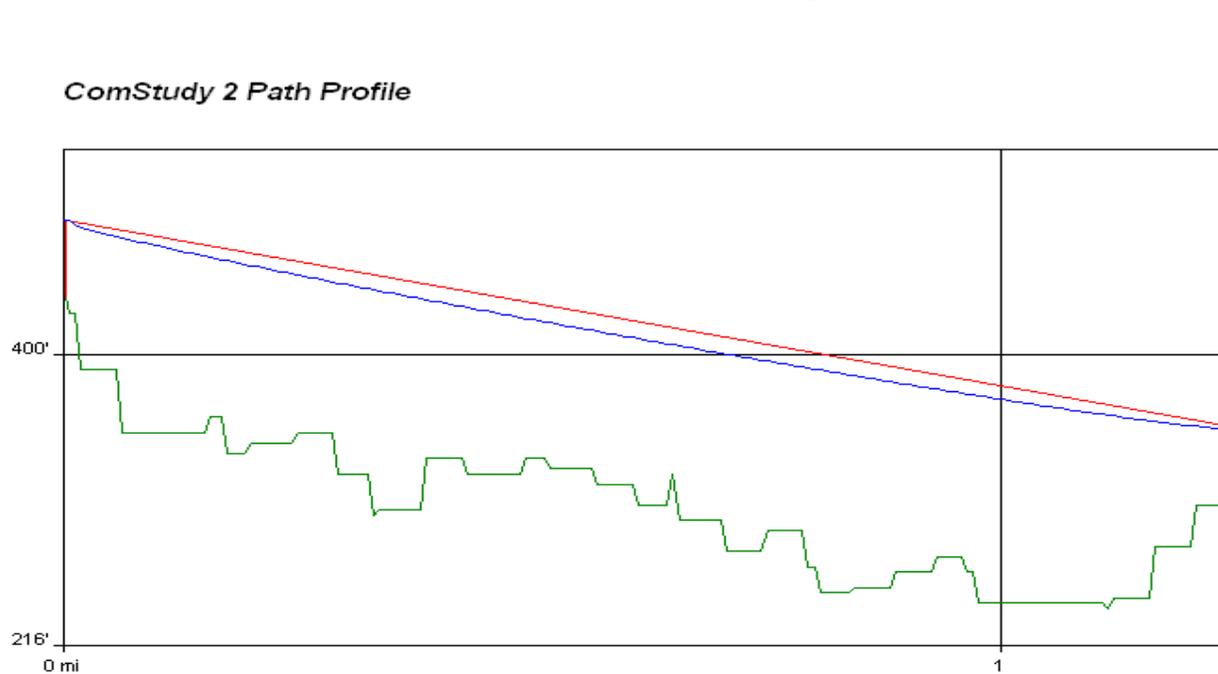
Proposed New Fire Department UHF Mobile Talk Back



Proposed New Police Department VHF Mobile Talk Back



Proposed New Point to Point Link Middle Road to Hager Cell Site



575 Middle rd

Lat: 42-29-30.3 N
Lon: 71-31-34.1 W
AMSL: 437 ft
Tower AGL: 50 ft

hager cell site

Lat: 42-29-06.4 N
Lon: 71-30-11.8 W
AMSL: 305 ft
Tower AGL: 49 ft

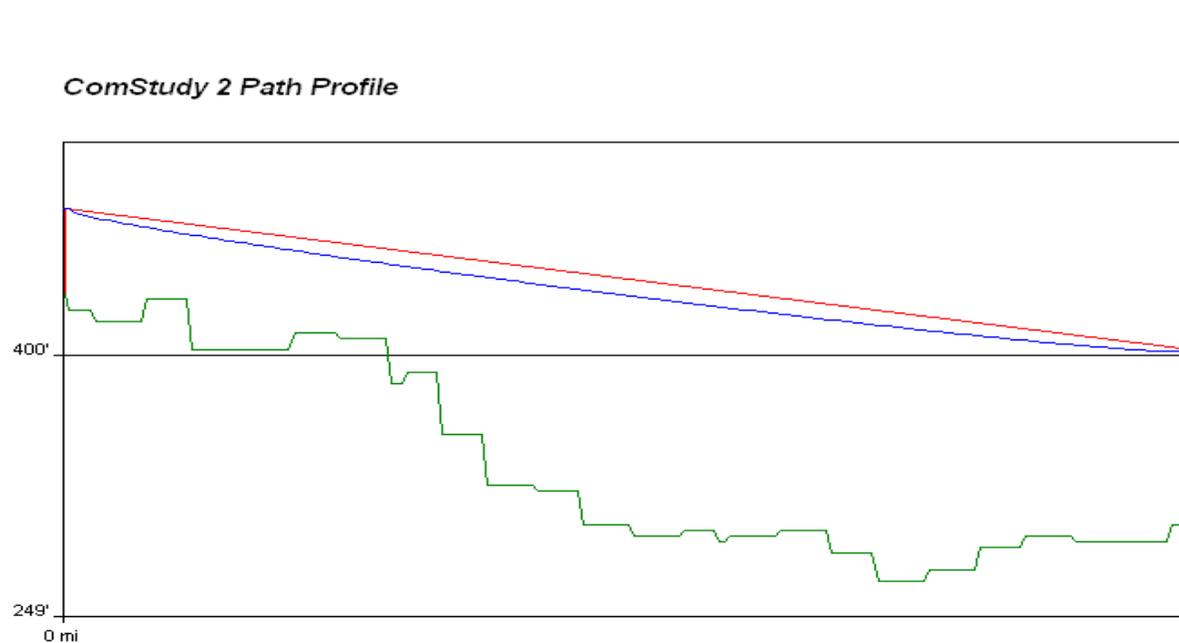
Profile Info

Distance: 1.25 mi
Bearing: 111.46 deg
of points: 200
K value: 1.333
Frequency: 4900
Clearance: 0.6

Losses

Base Loss: 112.3 dB
Fade Margin: 45.7 dB
Diffraction: 0.0 dB
Fresnel: 0.0 dB

Proposed New Point to Point Link Middle Road to Swanson Road



575 Middle rd

Lat: 42-29-30.3 N
Lon: 71-31-34.1 W
AMSL: 437 ft
Tower AGL: 49 ft

85swanson

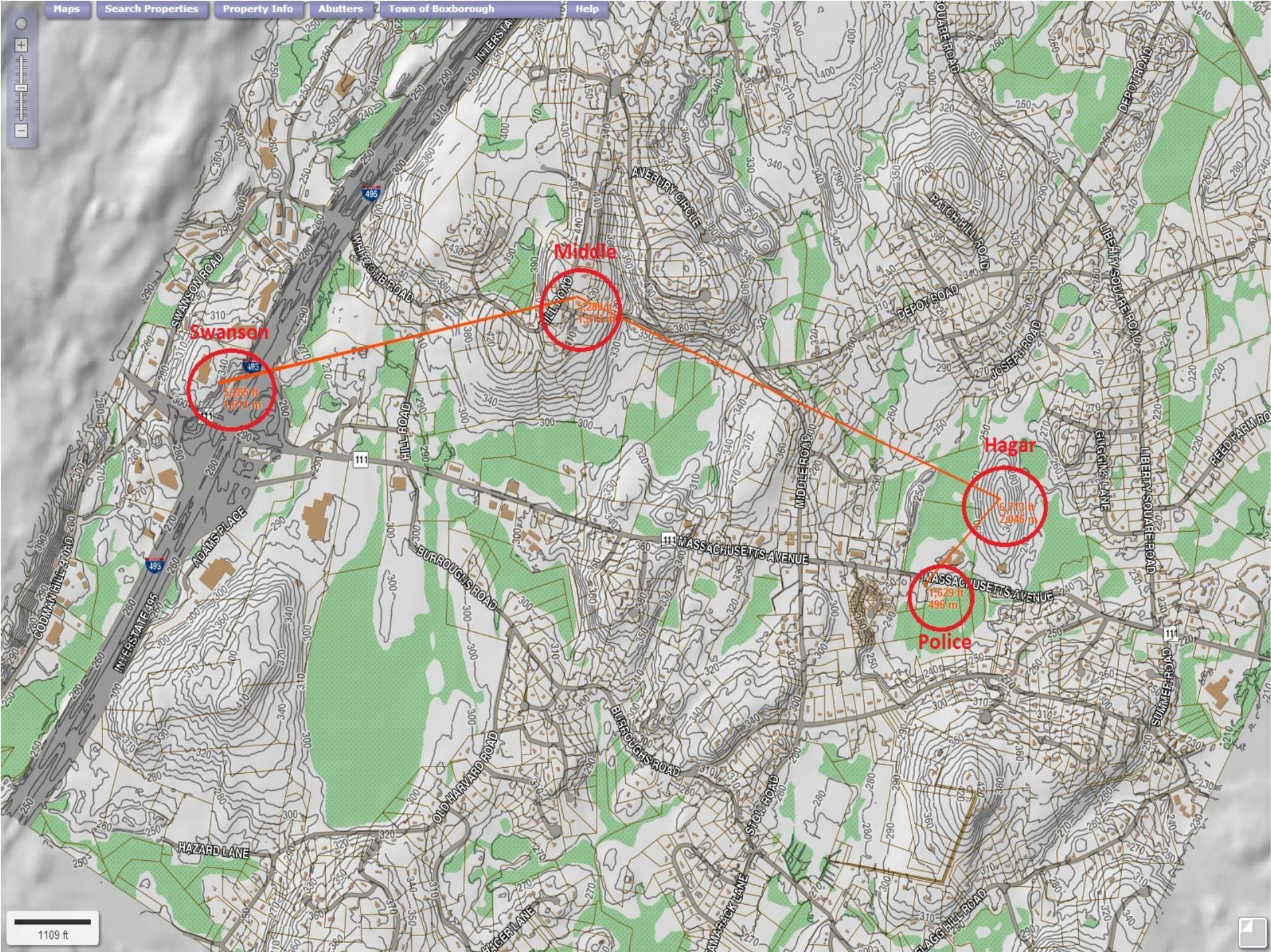
Lat: 42-29-19.4 N
Lon: 71-32-43.4 W
AMSL: 354 ft
Tower AGL: 49 ft

Profile Info

Distance: 1.00 mi
Bearing: 257.99 deg
of points: 200
K value: 1.333
Frequency: 4900
Clearance: 0.6

Losses

Base Loss: 110.4 dB
Fade Margin: 47.6 dB
Diffraction: 0.0 dB
Fresnel: 0.0 dB



Middle Road to Hager Cell Tower



Middle Road to 85 Swanson Road



Budgetary Costs

• 2 Position Dispatch Console	\$90,000.00
• 6 Simulcast Transmitters	\$110,000.00
• 4 Point to Point Radios w/ MUX	\$98,000.00
• 2 JPS Raytheon Voters	\$17,000.00
• Hardware, Cables, Antennas	\$25,000.00
• Installation	\$58,500.00
• DPW 12 Radios	\$13,500.00
Project Total	\$412,000.00

DPW Option

• Build new UHF Radio System	\$155,000.00
• 20 Mobiles w/ Antennas and install	\$28,080.00
• 6 Portables	\$3600.00
• Dispatch Control Station	\$3000.00
• Licensing	\$2000.00
• DPW Base Station	\$2500.00
• Sub Total	=\$194,180.00
• Less budgeted amount	-\$13,500.00
• Total additional cost	=\$180,680.00
• Project total	\$592,680.00

Middle Road

- Cost involved in developing Middle Road site is not included in the budgetary pricing.
- Acquisition of a pole and installation.
- Trenching under ground service to building.
- Remodel or electrical work needed in basement of building.

Equipment Life Expectancy

- Solid State Electronics
 - 15 to 20 years normal usage.
- Maintenance Items
 - Computer CRT, Keyboards, Antennas
- Warranty
 - All equipment covered by manufacturer for 1 or 2 years against manufacturing defects.
- Acts of God, Vandalism, Accidents
 - Equipment should be listed with towns insurance carrier.

Construction in Phases over 5 years

- **Pros**
- Capital investment over time.
- **Cons**
- Radio system will take 5 years years to complete.
- Cost increases.
- Potential safety issues for Police Officers, Fire Fighters and citizens of the town do to an incomplete radio system.

That Concludes the Presentation

Thank You

PROPOSED AMENDMENTS TO THE MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT AGREEMENT

Twelve member towns formed the Minuteman Technical and Vocational Regional School District by Agreement adopted in 1970. Four additional towns joined the District shortly thereafter and the Agreement was last amended in 1980. The revisions now proposed for adoption under this article would make the following changes:

1. Uses a 4-year rolling average where student enrollment is a factor in determining assessment of annual operating and capital costs to member communities in place of the current single-year figure.
2. Introduces weighted voting for most School Committee actions, also based on the 4-year rolling average enrollment. Incurring of new debt would require at least a two-thirds (2/3) majority vote of all of the members of the Regional School Committee and future amendments to the Agreement would require three-fourths (3/4) majority of all members of the Regional School Committee, each without regard for the weight of the votes, before the matter could be referred for consideration by the member communities.
3. Authorizes the School Committee to negotiate terms for capital assessments to a new member community such that the new member would pay its full share no later than year four. Admission would be subject to acceptance by ALL of the existing member communities and the Massachusetts Commissioner of Elementary and Secondary Education. Language in the amended agreement has also been revised to contemplate the potential admission of a city to the District.
4. Establishes a revised procedure and conditions for withdrawal by a member community from the District. Where withdrawal under the current Agreement requires affirmative town meeting action by all other member communities, withdrawal under the revised Agreement could take place *unless rejected* by a majority of member communities. In either case, the withdrawal and associated terms must be approved by the Commissioner before it may occur. (See also item 7, below)
5. Revises the formula by which annual capital costs are assessed such that each member community would pay a base contribution of 1% of the annual total. 50 % would be assessed based on the 4-year average enrollment share. The balance would be assessed by taking into account certain of the factors used by the Department of Elementary and Secondary Education in calculating State aid to education. The formula for assessment of any previously issued debt, which is calculated more strictly on single-year enrollment share, would be unaffected.
6. Provides that any income identified as a contribution to capital costs (ie such as charges to any new members or potential "facility fees" that might be paid on behalf of tuition students from non-member communities) would be applied to the capital budget and reduce assessments to member communities.
7. Requires the School Committee to first seek authorization for incurring debt following the current method that involves town meeting votes. In this case, a negative vote by any one member community results in disapproval for all. IF this happens, the amended Agreement would then permit (but would not require) the School Committee to initiate a second attempt via District-wide election, as allowed under MGL 71 section 16(n), in which results of the aggregate vote would determine the outcome. If a majority of voters in a particular member community voted to disapprove the issuance of debt in such an election, that community would have the option of moving for withdrawal from the District without obligation for a share of the new debt thus incurred. (See also item 4, above.)
8. Raises the threshold for initiating *future* amendments to the Agreement to require a vote of three-fourths (3/4) of all members of the Regional School Committee members, without regard for the weight of the vote. The current requirement for subsequent approval by the legislative body of every member community is unchanged.

Adoption of the amended Regional Agreement will proceed under the terms of the current Agreement and thus requires an affirmative town meeting vote in each of its 16 member communities, as well as final approval by the Commissioner.

Summary prepared by Carrie Flood, School Committee Secretary and Chair of the Regional Agreement Amendment Subcommittee and updated to reflect final votes taken by the School Committee on 2/11/14.

POINT-BY-POINT COMPARISON

CURRENT AGREEMENT

ASSESSMENT OF ANNUAL OPERATING COSTS

Based on most recent year's enrollment share.

ASSESSMENT OF CAPITAL COSTS

Based on most recent year's enrollment share.

SCHOOL COMMITTEE VOTES

Each member town has one vote for all questions.

ADMISSION OF NEW MEMBER COMMUNITIES

New member would carry full share of capital costs from day one. Current language does not account for admission of a city.

WITHDRAWAL OF MEMBER COMMUNITIES

Requires *approval* by all other member communities and the exiting member remains liable for a share of all debt approved while a member, even if its own residents voted against authorizing that debt.

APPLICATION OF DISTRICT INCOME IDENTIFIED AS CONTRIBUTION TO CAPITAL COSTS

Current agreement is silent on this point.

AUTHORIZATION BY MEMBER COMMUNITIES FOR NEW DEBT

As this is not specified in the current agreement, either of two routes may be followed at the School Committee's option under applicable state law. The method involving town meeting votes, whereby a single community has the power to block borrowing, has historically been used by the District.

AMENDMENTS TO REGIONAL AGREEMENT

May be initiated by majority vote of the School Committee (or by petition as allowed by law) and requires approval by all member communities.

PROPOSED AMENDMENT

ASSESSMENT OF ANNUAL OPERATING COSTS

Based on 4-year rolling average enrollment share.

ASSESSMENT OF CAPITAL COSTS

Each member community pays base 1% of yearly total. 50% is based on 4-year rolling average enrollment share and remainder considers certain factors used in calculating Chapter 70 state aid to education along with enrollment.

SCHOOL COMMITTEE VOTES

Weighted votes based on 4-year rolling average enrollment share. Incurring debt is specifically excepted and would require approval by 2/3 of all school committee members regardless of enrollment share or actual attendance at meeting.

ADMISSION OF NEW MEMBER COMMUNITIES

School Committee could negotiate gradual 4-year "buy-in", subject to approval by all of the existing member communities. Language contemplates membership by city.

WITHDRAWAL OF MEMBER COMMUNITIES

Could occur *unless disapproved* by a majority of other members. Qualified students could still be accepted on a space-available, tuition basis. IF withdrawal is properly pursued following a District-wide election that authorizes new debt, the subject community would not be liable for a share of the debt that its own voters disapproved in that election.

APPLICATION OF DISTRICT INCOME IDENTIFIED AS CONTRIBUTION TO CAPITAL COSTS

Must be applied to reduce capital assessments to members.

AUTHORIZATION BY MEMBER COMMUNITIES FOR NEW DEBT

Specifies that the current method must be pursued first, however, if rejected by one or more communities, the School Committee would then be permitted (but would not be required) to initiate a second attempt with a District-wide election. In this case, the aggregate vote would determine the outcome.

AMENDMENTS TO REGIONAL AGREEMENT

May be initiated by a 3/4 vote of the School Committee (or by petition as allowed by law). The current requirement for approval by all member communities is unchanged.

VOTING UNDER AMENDED MINUTEMAN REGIONAL AGREEMENT, if adopted

<u>SUBJECT</u>	<u>SCHOOL COMMITTEE VOTE</u>	<u>MEMBER TOWNS</u>
ROUTINE BUSINESS	More than 50% of weighted vote (present and voting)	None Required
ANNUAL BUDGET	66.67% of total weighted vote, not merely among those present and voting	Majority vote by the appropriating authority (town meeting or city council) of at least 2/3 (two thirds) of the member communities
INCUR DEBT	<p>2/3 (two thirds) of all School Committee members without regard for weighted vote or number of members present and voting</p> <p>If one or more member towns votes to reject debt authorization on first attempt, the School Committee <i>MAY</i> by more than 50% of the weighted vote (present and voting) decide to make a second attempt via district-wide election as permitted by state law.</p>	<p>First attempt by majority vote by the appropriating authority of ALL of member communities. A community that does not vote within 60 days is deemed to approve, but debt is blocked if one community votes "no".</p> <p>Second attempt by aggregate majority vote in District-wide election (Note that if authorization for debt is approved by this method, AND a majority of voters in a particular community voted "no" in such election, that community <i>MAY</i> seek to withdraw from the District without liability for the debt thus incurred. ** Refer to separate section for process.)</p>
FUTURE AMENDMENTS TO AGREEMENT*	3/4 (three fourths) of all School Committee members without regard for weighted vote or number of members present and voting	The current requirement for approval by the legislative body of each member community is unchanged, meaning that a majority vote is required in 100% of member communities.)

VOTING UNDER AMENDED AGREEMENT, continued

SUBJECT

SCHOOL COMMITTEE VOTE

MEMBER TOWNS

ADMISSION OF NEW COMMUNITY*

3/4 (three fourths) of all School Committee members without regard for weighted vote or number of members present and voting

Constitutes an amendment to the Regional Agreement and thus requires approval by all member communities

WITHDRAWAL OF A COMMUNITY*

N/A; must refer to member communities.

2/3 (two thirds) vote by the legislative body of the community seeking to withdraw from the District**

AND

Approval by a majority of other member communities. Note that in this case, failure of the legislative body of a member community to vote *disapproval* within 60 days of the notice of the requested withdrawal (eg a town does not bring the question to town meeting) will constitute approval by that community.

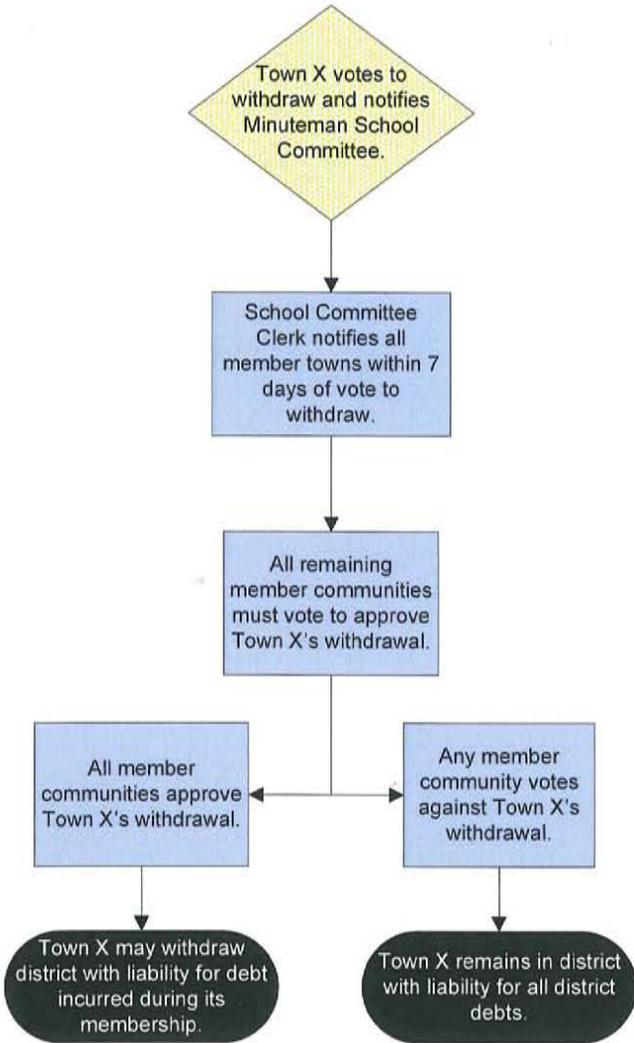
*THESE MATTERS ALSO REQUIRE APPROVAL BY THE COMMISSIONER OF ELEMENTARY AND SECONDARY EDUCATION.

**Strict time limits apply when such vote is taken with the intent of withdrawing without liability for debt authorized by District-wide election. Withdrawing community remains liable for share of any other debt authorized while they were a member.

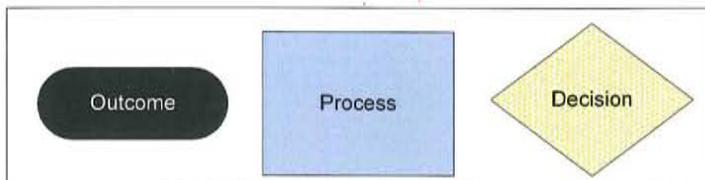
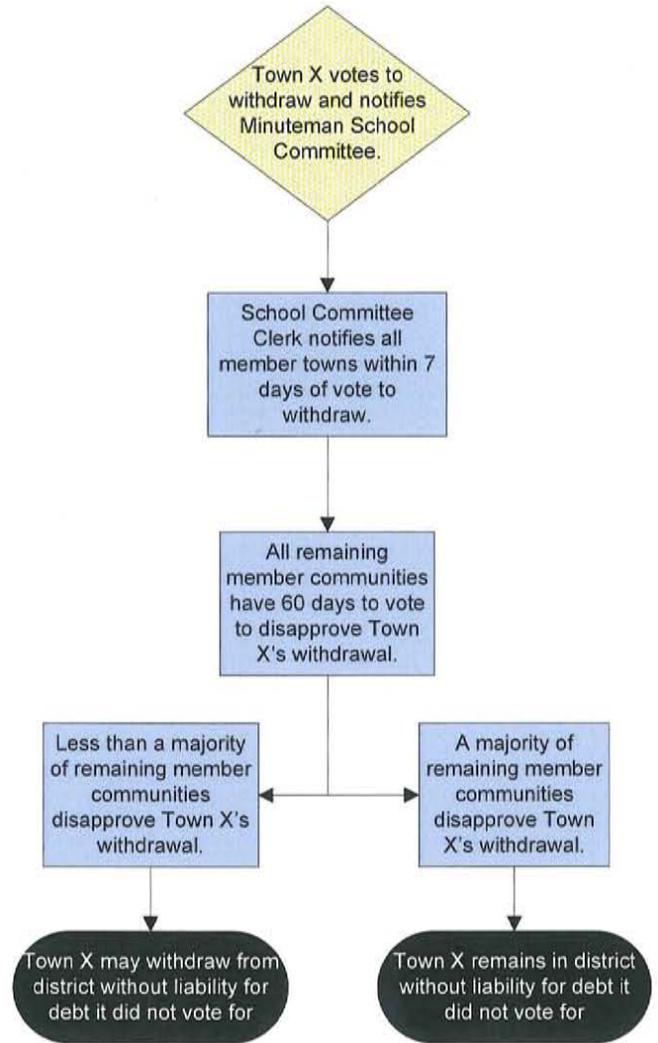


Withdrawal Under Current and New Regional Agreements

Under the Current Agreement



Under the New Agreement



February 24, 2014

presented by:
Kevin Mahoney
Assistant Superintendent



Boxborough Board of Selectmen

Proposed Amendments to the Minuteman
Regional Agreement

A REVOLUTION IN LEARNING

Changes to the Regional Agreement

- **Assessment of annual operating costs**
- **Assessment of capital costs**
- **School Committee votes**
- **Admission of new member communities**
- **Withdrawal of member communities**
- **Application of district income identified as contribution to capital costs**
- **Authorization by member communities for new debt**
- **Amendments to the Regional Agreement**



Assessment of Operating and Capital Costs

Current Agreement

Operating Costs:

- Based on most recent year's enrollment share

Capital Costs:

- Based on most recent year's enrollment share, with a minimum of 5 students per town

Proposed Agreement

Operating Costs:

- Based on 4-year rolling average enrollment share

Capital Costs:

- Each member community pays base 1% of yearly total
- 50% is based on 4-year rolling average enrollment share (min. of 5 students)
- The remaining balance is allocated using the Chapter 70 state aid formula of income and property values (known as *Combined Effort*), along with enrollment



[3]

School Committee Votes

Current Agreement

- Each member town has one vote for all questions

Proposed Agreement

- Weighted votes based on 4-year rolling average enrollment share
- Incurring debt is specifically excepted and would require approval by 2/3 of all school committee members regardless of enrollment share or actual attendance at meeting



[4]

Admission of New Member Communities

Current Agreement

- New member would carry full share of capital costs from day one

- Current language does not account for admission of a city

Proposed Agreement

- School Committee could negotiate gradual 4-year “buy-in”, subject to approval by all of the existing member communities

- Language contemplates membership by city



[5]

Withdrawal of Member Communities

Current Agreement

- Requires *approval* by all other member communities and the exiting member remains liable for a share of all debt approved while a member, even if its own residents voted against authorizing that debt

Proposed Agreement

- Could occur *unless disapproved* by a majority of other members. Qualified students could still be accepted on a space-available, tuition basis

- IF withdrawal is properly pursued following a District-wide election that authorizes new debt, the subject community would not be liable for a share of the debt that its own voters disapproved in that election



[6]

Application of District Income Identified as Contribution to Capital Costs

Current Agreement

- Current agreement is silent on this point

Proposed Agreement

- Must be applied to reduce capital assessments to members

Authorization By Member Communities For New Debt

Current Agreement

- As this is not specified in the current agreement, either of two routes may be followed at the School Committee's option under applicable state law. The method involving town meeting votes, whereby a single community has the power to block borrowing, has historically been used by the District.

Proposed Agreement

- Specifies that the current method must be pursued first, however, if rejected by one or more communities, the School Committee would then be permitted (but would not be required) to initiate a second attempt with a District-wide election. In this case, the aggregate vote would determine the outcome.

Amendments to Regional Agreement

Current Agreement

•May be initiated by majority vote of the School Committee (or by petition as allowed by law) and requires approval by all member communities.

Proposed Agreement

•May be initiated by a 3/4 vote of all members of the School Committee (or by petition as allowed by law). The current requirement for approval by all member communities is unchanged.

Capital Assessment Model - Appendix A

50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION										
Member Districts	Enrollment Basis				Chapter 70 - Combined Effort Basis			Capital Base Contribution Basis		TOTAL
	4 Yr. Rolling Ave. Enrollment Debt/Capital Assessment	FY15 Debt/Capital Assessment Share	**Enrollment - 4 year rolling Average	Per Pupil Cost	Combined Effort Capital Assessment Share	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost	Capital Assessment
Acton	23.25	6.00%	\$30,019	\$1,291	3.73%	\$12,689	\$546	\$10,000	\$430	\$52,708
Arlington	125.75	32.47%	\$162,363	\$1,291	31.82%	\$108,194	\$860	\$10,000	\$80	\$280,557
Belmont	33.75	8.72%	\$43,577	\$1,291	8.97%	\$30,503	\$904	\$10,000	\$296	\$84,079
Bolton	9.75	2.52%	\$12,589	\$1,291	1.93%	\$6,563	\$673	\$10,000	\$1,026	\$29,151
Boxborough	7	1.81%	\$9,038	\$1,291	1.54%	\$5,243	\$749	\$10,000	\$1,429	\$24,281
Carlisle	8.25	2.13%	\$10,652	\$1,291	2.44%	\$8,289	\$1,005	\$10,000	\$1,212	\$28,941
Concord	12.25	3.16%	\$15,817	\$1,291	4.53%	\$15,401	\$1,257	\$10,000	\$816	\$41,217
Dover	5	1.29%	\$6,456	\$1,291	2.48%	\$8,446	\$1,689	\$10,000	\$2,000	\$24,901
Lancaster	21.75	5.62%	\$28,083	\$1,291	3.33%	\$11,335	\$521	\$10,000	\$460	\$49,418
Lexington	54.125	13.98%	\$69,884	\$1,291	13.97%	\$47,482	\$677	\$10,000	\$185	\$127,366
Lincoln	5	1.29%	\$6,456	\$1,291	2.58%	\$8,770	\$1,754	\$10,000	\$2,000	\$25,226
Needham	29	7.49%	\$37,444	\$1,291	8.64%	\$29,361	\$1,012	\$10,000	\$345	\$76,805
Stow	24	6.20%	\$30,988	\$1,291	4.45%	\$15,116	\$630	\$10,000	\$417	\$56,103
Sudbury	14.5	3.74%	\$18,722	\$1,291	3.23%	\$10,974	\$757	\$10,000	\$690	\$39,696
Wayland	8.875	2.29%	\$11,459	\$1,291	2.97%	\$10,113	\$1,140	\$10,000	\$1,127	\$31,572
Weston	5	1.29%	\$6,456	\$1,291	3.39%	\$11,523	\$2,305	\$10,000	\$2,000	\$27,979
Total	387.3	100.00%	\$500,000	50%		\$340,000	34%	\$160,000	16%	\$1,000,000

Capital Allocation				
Debt Service	Enrollment	Combined Effort	Capital Base Con.	
	50.0%	34.0%	16.0%	100.0%
Principal & Interest	\$1,000,000			
Total Debt Service	\$1,000,000	\$500,000	\$340,000	\$160,000

Calculation Factor - Capital Base Contribution **1.00%**

	Enrollment- Based on 4 year Rolling Average				Min of 5		
	Enrollment Count as of October 2013	Enrollment Count as of October 2012	Enrollment Count as of October 2011	Enrollment Count as of October 2010	Enrollment Based on 4 Year Rolling Average	Enrollment Based on 4 Year Rolling Average	Percent of Enrollment
Acton	25	20	25	23	23.3	23.3	6.00%
Arlington	153	125	123	102	125.8	125.8	32.47%
Belmont	30	31	37	37	33.8	33.8	8.72%
Bolton	11	9	10	9	9.8	9.8	2.52%
Boxborough	4	5	7	12	7.0	7.0	1.81%
Carlisle	12	9	7	5	8.3	8.3	2.13%
Concord	7	7	15	20	12.3	12.3	3.16%
Dover	1	2	2	1	1.5	5.0	1.29%
Lancaster	26	22	18	21	21.8	21.8	5.62%
Lexington	47	53	54	62.5	54.1	54.1	13.98%
Lincoln	5	4	3	3	3.8	5.0	1.29%
Needham	34	27	31	24	29.0	29.0	7.49%
Stow	22	25	20	29	24.0	24.0	6.20%
Sudbury	19	15	11	13	14.5	14.5	3.74%
Wayland	7.5	8.5	8.5	11	8.9	8.9	2.29%
Weston	4	3	3	3	3.3	5.0	1.29%
Total	407.5	365.5	374.5	375.5	380.8	387.3	100.00%

Calculation Factor - Ch. 70 Combined Effort Capital Allocation						
	Enrollment 4 year Rolling Average	FY15 Total Foundation Enrollment	MM Enrollment + Community Foundation Enrollment	Total Combined Effort Yield	TOTAL - Combined Effort Yield @ Minuteman	Combined Effort Capital Assessment Share
Acton	23.3	4,801	0.48%	32,803,838	158,860	3.73%
Arlington	125.8	5,306	2.37%	57,155,630	1,354,565	31.82%
Belmont	33.8	4,099	0.82%	46,380,769	381,686	8.97%
Bolton	9.8	1,022	0.95%	8,612,277	82,162	1.93%
Boxborough	7.0	879	0.80%	8,242,134	65,637	1.54%
Carlisle	8.3	947	0.87%	11,911,991	103,774	2.44%
Concord	12.3	3,039	0.40%	47,833,917	192,815	4.53%
Dover	5.0	1,164	0.43%	24,615,673	105,737	2.48%
Lancaster	21.8	994	2.19%	6,485,683	141,915	3.33%
Lexington	54.1	6,744	0.80%	74,070,559	594,465	13.97%
Lincoln	5.0	876	0.57%	19,237,049	109,801	2.58%
Needham	29.0	5,364	0.54%	67,992,775	367,597	8.64%
Stow	24.0	1,270	1.89%	10,014,275	189,246	4.45%
Sudbury	14.5	4,242	0.34%	40,193,980	137,391	3.23%
Wayland	8.9	2,652	0.33%	37,834,611	126,615	2.97%
Weston	5.0	2,326	0.21%	67,113,795	144,269	3.39%
Total	387.3	45,725	14.02%	560,498,956	4,256,735	100.00%

FOOTNOTES:

Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.

Four Year Rolling Average is based on Minuteman School District - High School enrollment only as of October 1st. Minimum of 5 students per member district.

Ch. 70 Combined Effort data was based on the FY15 Preliminary Chapter 70 Aid and Net School Spending Requirements dated January 22, 2014.

Amended: 1973, 1979, 1980, 2013

DRAFT 2/12/141/15/14

~~1/27/1412/13/13~~

REGIONAL AGREEMENT

~~Voted on June 8, 1970~~ **Minuteman Tech**

Revised on 11/20/73	2/20/79	10/7/80
Amendment #1	Amendment #2	Amendment #3
Modifying Budget Year	Admission of New Towns	Term of Office of Committee Members

~~POLICY: CATEGORY: SCHOOL COMMITTEE FILE NUMBER: 2.10~~
~~TOPICS DISTRICT AGREEMENT~~

~~AGREEMENT WITH RESPECT TO THE ESTABLISHMENT OF A
TECHNICAL AND VOCATIONAL REGIONAL SCHOOL DISTRICT~~

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, and Weston, and, in accordance with the provisions of Section VIII, such of the Towns of Bolton, Dover, Lancaster, and Needham as shall accept its provisions, hereinafter sometimes referred to as member towns. (~~Amendment #2 2/20/79~~). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

(B) Staggering of Terms

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

(B) Initial Committee

~~The existing Committee will continue to function as such until July 1, _____. At any time following the approval of this Revised Agreement by the member communities and by the Commissioner of Education, the Moderator (or Mayor) of each member community shall appoint an individual to serve as a member of the Regional School Committee. These "Initial Committee" appointees will take office on July 1, _____, and the length of their initial terms shall be as follows:~~

- ~~1. Initial three year term: Arlington, Acton, Wayland, Bolton, and Stow.~~

2. ~~Initial two year term: Lexington, Weston, Dover, Carlisle, and Concord.~~
3. ~~Initial one year term: Needham, Belmont, Sudbury, Lancaster, Lincoln, and Boxborough.~~

(C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

(D) Subsequent Terms of Office

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

(E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

(F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

(G) Power and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) Weighted Voting

Each member of the Regional School Committee will exercise a weighted vote, which will be calculated and established as of July 1 of each year as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent that year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following

July 1 and extending for the next year, that community's member of the Regional School Committee would exercise a 8.67% vote.) Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required.

(I) Quorum

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

(A) Composition

~~The regional district school Committee, hereinafter sometimes referred to as the Committee, shall consist of one member from each member town. The members of the Committee shall be appointed as hereinafter provided. All members shall serve until their respective successors are appointed and qualified.~~

(B) Initial Committee

~~Within ten days after the establishment of the regional school district, the moderator of each member town shall appoint one member to serve on the Committee, each of whom shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. The twelve members so appointed shall serve on the Committee until their respective successors are appointed and qualified as provided in subsection 1 (C).~~

(C) Appointed Members

~~On or before April 1, 1972, the moderators of such of the towns of Acton, Arlington, Boxborough and Carlisle as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the committee for a term of one year; the moderators of such of the towns of Belmont, Concord, Lincoln, and Sudbury as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of two years; and the moderators of such of the towns of Lexington, Stow, Wayland, and Weston as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of three years.~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term, as may be necessary to retain symmetry of terms on the Committee as a whole. Prior to the date on which the admission of one or more new member towns is to become effective, the Committee shall determine (by lot, if there is more than one such town) the initial term of the member appointed by the moderator of each such town, unless such initial term is specified in this Agreement. In every year in which the term of office of a member expires, the~~

~~moderators of the respective member towns shall each appoint one member to serve for a term of three years. The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~Amendment #2 2/20/79 — Amendment #3 10/7/80~~

~~(D) Vacancies~~

~~If a vacancy occurs among the members appointed by the moderator under subsection 1(B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is appointed and qualified as provided in subsection 1(C). If a vacancy occurs among the members appointed under subsection 1(C), the moderator of the member town involved shall appoint a member to serve for the balance of the unexpired term, if any.~~

~~(E) Organization~~

~~Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice-chairman from among its own membership.~~

~~(F) Power and Duties~~

~~The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Section 16 to 16-1, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.~~

~~(G) Quorum~~

~~The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.~~

SECTION II TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities towns under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District, ~~and within a radius of 5 miles from the intersection of Route 2 and Bedford Road which intersection is in the town of Lincoln.~~

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member communities towns, costs shall be divided into two categories: capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation of the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

(C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

1. The following method will be used for apportioning capital costs incurred prior to July 1, 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the member towns which were members of the District as of June 30, 2014 annually for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer less than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs"persons" referred to in subsection IV (F) shall not be included. Notwithstanding the foregoing, in the event that there is no enrollment in the regional district school from all the member towns on October 1 of any such year, capital costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.

2. The following method will be used for apportioning capital costs incurred on or after July 1 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

- a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than five (5) pupils from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of five (5) pupils in the regional district school on said date.
- b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.
- c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:
- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the five (5) pupil minimum spoken of in 2,a above, will be identified.
 - This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
 - This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
 - The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
 - Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

(E) Apportionment of Operating Costs

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

~~All operating costs, except those described in subsection IV(F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of each town's respective pupil enrollment in the regional district school. Each member town's share for each fiscal year shall be determined by computing the ratio which that member town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment in the regional school from all the member towns on the same date. In computing this apportionment the pupil hours referred to in subsection IV(F) shall be excluded. In the event that enrollment of pupils in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year.~~

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member's community's share of such special operating costs shall be apportioned by identifying each member's community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

~~The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other types of courses which are offered by the District to persons other than the pupils attending the regular day regional vocational school. Each member town's~~

~~share of such operating costs shall be determined by computing the ratio which that town's enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses has not been accomplished by November 1 of any year, such operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such towns expense on October 1 of such year.~~

(G) Times of Payment of Apportioned Costs

~~Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B)V(C), of the capital and operating costs. Except as otherwise provided in subsection V(A) or in Section XI, ~~the~~ The annual share of each member town community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:~~

September 1	25%
December 1	60%
March 1	75%
May 1	100%

(H) Apportionment of Costs to New Members Towns

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.
2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

~~Except as otherwise provided in this subsection, capital costs and operating costs shall be apportioned in accordance with subsections IV(D), (E), and (F) to towns admitted to the District pursuant to the provisions of section VIII. In the first fiscal year in which the admission of a new member town is effective, the town shall pay as its share of the capital costs and operating costs for such fiscal year, an amount equal to what the town would pay if the pupils from the town enrolled in the regional district school were tuition~~

~~pupils. After the first fiscal year in which the admission of a new member town is effective, the town's share of capital costs and operating costs shall be determined in accordance with section IV of this Agreement except that such share shall not include any capital costs on account of the bonds issued by the district dated March 1, 1973 and March 1, 1974. However, commencing in the second fiscal year in which such town is a member and continuing through the eleventh such fiscal year, in lieu of such capital costs and as partial reimbursement to the other member towns for their payment of capital costs on account of the original regional district school building, such town shall pay as part of its share of capital costs an annual surcharge of \$400 per pupil enrolled from such town in the regional district school on October 1 of the next preceding fiscal year. If on such October 1, there is an enrollment of less than five pupils from such town in the regional district school, such member town shall be deemed to have an enrollment of five pupils in the regional district school. The Committee shall determine the amount necessary to meet the annual operating and maintenance budget and shall allocate such amount among the member towns without taking such surcharge into account. After making such allocation, the Committee shall apply the amount of such surcharge to reduce the shares of capital and operating costs of the member towns which are not then required to pay such surcharge, in the same proportion as capital costs are allocable among such towns pursuant to Section IV of this Agreement. For the purposes of Section IX of this Agreement, if a new member town shall withdraw from the District prior to the twelfth year of its membership, such surcharge shall be deemed to be part of the town's share of the indebtedness of the District outstanding at the time of its withdrawal. (Amendment #2 2/20/79)~~

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the residents registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

SECTION V BUDGET

(A) Initial Budget

~~Within sixty days after the initial regional district school Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the~~

~~balance of the then fiscal year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee in a member town, to the chairman of the board of selectmen, for its consideration. A budget shall be adopted not earlier than fourteen days but within twenty one days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member town its respective shares of said budget. The sums thus certified shall be payable by each member town to the regional district school committee but only from funds which may be or may have been appropriated by each member town for such purpose.~~

~~(B)(A) **Tentative Operating and Maintenance Budget**~~

~~Thereafter, ~~t~~The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts, as follows or in such further detail as the Committee may deem advisable:~~

- ~~1. Administration~~
 - ~~2. Instruction~~
 - ~~3. Other school services~~
 - ~~4. Operating and maintenance of plant~~
 - ~~5. Fixed charges~~
 - ~~6. Acquisition of fixed assets~~
 - ~~7. Community service~~
 - ~~8. Debt retirement and debt service~~
 - ~~9. Programs with other districts and private schools~~
- ~~(Amendment #1 11/20/73)~~

~~(C)(B) **Final Operating and Maintenance Budget**~~

~~After conducting a public hearing consistent with G.L. eChapter 71, section 38M, ~~F~~The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member communitytown shall be certified by the district treasurer to the treasurer of such member communitytown within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such communitytown shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the~~

local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B. (Amendment #1 — 11/20/73)

~~If the amount necessary to meet the annual operating and maintenance budget for a fiscal year in which the admission of one or more new member towns becomes or is to become effective, shall have been determined and apportioned without regard to the payments to be received from any such member town as its share of the capital and operating costs of the District, the Committee may reopen the budget, may re-determine the amounts necessary to meet the budget taking account of such payments, and may reapportion such amounts among the other member towns in accordance with the provisions of Section IV; provided, however, that the shares of such amounts reapportioned to the member towns (other than such new member towns) shall be less than the amounts previously apportioned to such towns. (Amendment #2 — 2/20/79)~~

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communitiestowns as an operating cost.

~~During the first fiscal year in which the admission pursuant to Section VIII of a new member town is effective, such town shall be responsible for providing school transportation for pupils from the town enrolled in the regional district school and for paying the costs of such transportation. (Amendment #2 — 2/20/79)~~

SECTION VII AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities ~~a new town or towns~~ to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member communitytown (which shall be acted upon as provided in Section ~~DEIX~~), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, majority of all members of the Committee ~~so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting.~~ Alternatively, a proposal for amendment may be initiated ~~or~~ by a petition signed by at least 10 per cent of the registered voters of any one of the member communitiestowns. In the latter case, said petition shall contain at the end thereof a certification by the MunicipalTown Clerk of such member communitytown as to the number of registered voters in said communitytown according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said communitytown and said petition shall be presented to the secretary of the Committee. In either case, the sSecretary of

the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all three-fourths (3/4) of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city as aforesaid, and after approval by the Commissioner.

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner of Elementary and Secondary Education (hereinafter, the "Commissioner").

SECTION VIII ADMISSION OF NEW COMMUNITIESTOWNS

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communitytown or towns may be admitted to the regional school district. The effective date for the admission of each such new member town shall be the July 1 following the adoption by the District of such an amendment, and the acceptance by all of the existing members, and the approval by the Commissioner of this Agreement as so amended. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
{Amendment #2-2/20/79}

SECTION IX WITHDRAWAL

(A) Procedure

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the 2/3 two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee will full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

(B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
 - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
 - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

(C) Commissioner's Approval

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

(D) Amendment to Agreement

The withdrawal of a member which occurs consistent with the above will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

(A) Limitations

~~The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall by vote at an annual or special town meeting, request the committee to draw up an amendment~~

to this agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.

~~(B) Procedure~~

~~The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns acceptance by each town to be by a majority vote at a town meeting as aforesaid.~~

~~(C) Cessation of Terms of Office of Withdrawing Town's Members~~

~~Upon the effective date of withdrawal the terms of office of the member serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.~~

~~(D) Apportionment of Capital Costs after Withdrawal~~

~~The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be not less than the average of such town's annual capital cost apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective, the withdrawing town's annual share of such future installments of principal and interest shall be not less than the average of such town's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in sub section IV(D) or as may be otherwise provided in the amendment providing for such withdrawal.~~

SECTION X TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from communitiestowns other than member communitiestowns on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV subsection FV(E) to the member communitiestowns, provided that income identified as a contribution to capital costs shall be applied to the capital budget..

SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30.

~~Except as may otherwise be provided by law, the fiscal year of the district shall be the same as the fiscal period of the member towns and the work year or fiscal year as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District.~~

~~If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in subsection IV (G) shall be adjusted so that not less than 25% thereof shall be paid not later than the first day of the third month of such fiscal year, 50% shall be paid not later than the first day of the sixth month of such fiscal year, 75% shall be paid not later than the first day of the ninth month of such fiscal year and 100% shall be paid not later than the first day of the eleventh month of such fiscal year.~~

SECTION XII SUBMISSION FOR APPROVAL

~~This Agreement shall be submitted for approval pursuant to the applicable provisions of Section 15 of Chapter 71 of the General Laws, to the towns of Acton, Arlington, Belmont, Buxborough, Carlisle, Concord, Lexington, Lincoln, Sudbury, Stow, Wayland and Weston. In the event that at least the towns of Arlington, Belmont, Concord and Lexington vote in the affirmative as provided in said Section 15 to establish a regional technical and vocational school district, composed of the towns of Arlington, Belmont, Concord, Lexington and such additional towns, if any, as so vote, shall be deemed to be established; otherwise this agreement shall be void and of no effect.~~

NOTE ON EFFECTIVE DATE OF AMENDMENT NO. 2

~~Amendment No. 2 to the Agreement, proposed by vote of the Committee adopted on February 20, 1979, shall take effect upon its acceptance by the member towns and upon the acceptance of the Agreement, as heretofore amended and as further amended by this Amendment No. 2, on or before June 30, 1981 by any one or more of the Towns of Bolton, Dover, Lancaster and Needham; provided, however, that the admission of any such town shall not be effective prior to July 1, 1980.~~

~~MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~Amendment No.1 to Minuteman Regional Vocational
Technical School District Agreement~~

~~Certificate of the Secretary~~

~~I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Minuteman Regional Vocational Technical School District, Massachusetts, and that, as such, I keep and have custody of the records of the meetings of the Minuteman Regional Vocational Technical School District Committee. I further certify that, at a regular meeting of the said Committee duly called and held on Tuesday, November 20, 1973, attended by 9 of the twelve (12) members of said Committee, constituting a quorum, the following vote was adopted pursuant to Chapter 1025 of the Acts of 1973 by the vote of 9 (nine) members voting in the affirmative and 0 (zero) members voting in the negative:~~

~~WHEREAS, the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland and Weston established a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Minuteman Regional Vocational Technical School District, and for that purpose entered into an agreement entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" (hereinafter called the "Agreement"); _____ and~~

~~WHEREAS, Chapter 1025 of the Acts of 1973 of The Commonwealth of Massachusetts authorizes any regional district school committee without regard to the amendment procedure in its regional school district agreement to amend such agreement for the purpose of changing the various dates set forth therein for the adoption of an annual budget, including a tentative annual budget, and for certification by the regional school district treasurer to the treasurer of each member town of the amounts of such budget apportioned to that town and making technical changes to carry out the provisions of clause (m) of section 16 and section 16B of Chapter 71 of the General Laws as amended by sections 1 and 2 of said Chapter 1025;~~

~~NOW THEREFORE, pursuant to said Chapter 1025, to amend the Agreement as follows, viz.:~~

~~Amend Section subsection (B) entitled Tentative Operating and Maintenance Budget and subsection (C) entitled Final Operating and Maintenance Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):~~

~~(B) Tentative Operating and Maintenance Budget~~

~~Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year-~~

~~on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy to the chairman of the board of selectmen and the finance or advisory committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted, itemized as follows or in such further detail as the Committee may deem advisable:~~

- ~~1. Administration~~
- ~~2. Instruction~~
- ~~3. Other school services~~
- ~~4. Operating and maintenance of plant~~
- ~~5. Fixed charges~~
- ~~6. Acquisition of fixed assets~~
- ~~7. Community services~~
- ~~8. Debt retirement and debt service~~
- ~~9. Programs with other districts and private schools~~

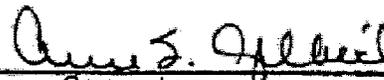
~~(C) — Final Operating and Maintenance Budget~~

~~The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member town shall be certified by the district treasurer to the treasurer of such member town within thirty days from the date on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.~~

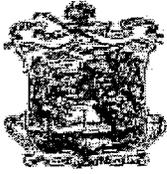
~~FURTHER VOTED: This amendment shall take effect immediately.~~

~~I further certify that the foregoing vote has not been amended or rescinded and remains in full force and effect.~~

~~WITNESS my hand and the seal of said district this 20th day of November, 1973.~~


Secretary

~~(DISTRICT SEAL)~~



OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
MASSACHUSETTS

TOWN HALL
OFFICE HOURS
9 AM TO 5 PM

TELEPHONE
781-643-6700

CHRISTINE M. CALLAHAN, CMC
TOWN CLERK

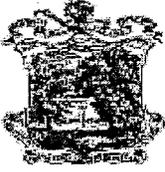
AMENDMENT #2

ARTICLE 70. ~~ADMISSION OF NEW MEMBERS TO THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~VOTED: (Unanimously) That the Town does hereby accept an amendment to the agreement establishing the Minuteman Regional Vocational Technical School District ("Minuteman") as proposed by vote of the Minuteman School Committee adopted on February 20, 1979; said amendment providing for the admission of new member towns generally, and the towns of Bolton, Dover, Lancaster, and Needham specifically; said amendment further specifying (a) that any new member town will have one member of the School Committee appointed by the Moderator of the town for a three year term, or for a shorter initial term in order to retain the symmetry of terms on the Minuteman School Committee as a whole; (b) that for the first year of its membership a new town will contribute as its entire share of the operating costs and capital costs of Minuteman for such year an amount equal to what it would pay if the students from the new town were tuition students, and the new member town will also be responsible for all the transportation costs of those students. After first year of membership a new town will pay its share of operating costs and capital costs apportioned in accordance with Section IV of the agreement, except that such new member town shall not pay any capital costs in accordance with Section IV on account of debt service on Minuteman's bonds dated March 1, 1973, and March 1, 1974, but in lieu thereof and as partial reimbursement to the members of Minuteman for their payments of capital costs on Minuteman's original school building, each new member town will pay to Minuteman for a period of ten years, commencing with the second year of the new town's membership and ending on the eleventh year of such membership, an annual surcharge of \$400 per pupil enrolled on October 1st of the prior year; and (c) that the effective date for the admission of a new member town will be July 1st following its acceptance of the amended Minuteman agreement and the acceptance by each of the existing member towns of the amendment admitting the new town; said amendment further providing for the admission of such of the Towns of Bolton, Dover, Lancaster, and Needham as accept and for their admission not earlier than July 1, 1980, in accordance with the Minuteman agreement amended as described above.~~

A true copy of the vote under Article 70 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held May 28, 1980.

ATTEST: *Christine M. Callahan*



CHRISTINE M. CALLAHAN, CMC

OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
MASSACHUSETTS

TOWN HALL
OFFICE HOURS
9 AM TO 5 PM
—
TELEPHONE
781-643-6700

TOWN CLERK

~~769533v1747745v1~~ARTICLE 72. — AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

VOTED: (Unanimously) ~~Amendment No. 3 to the agreement establishing the Minuteman Regional Vocational Technical School District~~

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District" as heretofore a ended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~E. Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No.3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all the member towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3,~~

A true copy of the vote under Article 72 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held March 21, 1981. ATTEST:

Christine M. Callahan

~~AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District", as heretofore amended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, measured from July 1 next preceding such date, or for such shorter term, measured from such July 1, as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~(E) Annually, on a date specified in the by laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No. 3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all members towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3.~~

REGIONAL AGREEMENT

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

(B) Staggering of Terms

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

(C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

(D) Subsequent Terms of Office

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

(E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

(F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will

choose a Secretary, who may or may not be from among its membership.

(G) Power and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) Weighted Voting

Each member of the Regional School Committee will exercise a weighted vote, which will be calculated and established as of July 1 of each year as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, that community's member of the Regional School Committee would exercise a 8.67% vote.) Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

(I) Quorum

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

SECTION II TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member communities, costs shall be divided into two categories: capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

(C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

1. The following method will be used for apportioning capital costs incurred prior to July 1, 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, 2014 for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs referred to in subsection IV (F) shall not be included.

2. The following method will be used for apportioning capital costs incurred on or after July 1 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than five (5) pupils from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of five (5) pupils in the regional district school on said date.

b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.

c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:

- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the five (5) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

(E) Apportionment of Operating Costs

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to

this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

(G) Times of Payment of Apportioned Costs

Each member shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B), of the capital and operating costs. The annual share of each member community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

September 1	25%
December 1	60%
March 1	75%
May 1	100%

(H) Apportionment of Costs to New Members

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs

which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

SECTION V BUDGET

(A) Tentative Operating and Maintenance Budget

The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

(B) Final Operating and Maintenance Budget

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member

community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities as an operating cost.

SECTION VII AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said community and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner.

SECTION VIII ADMISSION OF NEW COMMUNITIES

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July 1 following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION IX WITHDRAWAL

(A) Procedure

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

(B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:

a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,

b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

(C) Commissioner's Approval

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

(D) Amendment to Agreement

The withdrawal of a member which occurs consistent with the above will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

SECTION X TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30.

SECTION XII SUBMISSION FOR APPROVAL

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.



BOARD OF SELECTMEN
Meeting Minutes
February 10, 2014

Approved: _____

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

ABSENT: Raid Suleiman and Jim Gorman

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

Chair Amoroso called the meeting to order at 7:03 P.M. in the Grange Meeting Room of Town Hall.

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.

ANNOUNCEMENTS

Chair Amoroso read the announcements.

APPOINTMENTS

- David Lindberg, Inspector of Buildings was present to provide an update on proposed capital improvements at various Town properties and to receive input on their presentation as capital articles for Town Meeting. Lindberg referred to the summaries provided and opened with the re-paving of the three lots most in need of repair – the DPW facility, Town Hall and the Museum. The project is not just to re-grade and re-pave these lots but also to improve drainage and stormwater management. There was discussion regarding paving material options. Lindberg advised that given the usage of these sites, asphalt is the most practical and cost-effective option. There was also discussion on the suggestion in Selectmen Gorman's email to reduce the size of the parking lot at the Museum. Selectmen Gorman and Lindberg could work together to evaluate this alternative. Lindberg was asked to find out the pavement square footage for each of these lots. He believes that all of these lots are currently ADA compliant. Based on the estimates received his suggested budget for this project is \$275,000. Discussion moved to the restoration of the Museum's chimney. The chimney has deteriorated, developing gaps so that water is leaking down through to the building. A mason has evaluated the chimney and has recommended that in addition to watersealing, loose or deteriorated bricks and mortar be replaced, joints re-pointed and the chimney be recapped. The cost given for this work is \$6,000. Lindberg, next, addressed the condition of the carpets at Town Hall. These carpets are 24 years old. They are in very poor conditions, with ripples and split joints. Some employees have also attributed respiratory issues to the condition of the carpet. There was discussion as to other flooring materials. Lindberg advised that carpet is best and most cost effective option for these public spaces. It was noted that the Grange Room floor restoration is a separate project and has already been funded. Next project discussed was the repairs to the barn at Steele Farm. The Steele Farm Advisory Comm. has done its homework in putting together this proposal. It has been several years since significant repairs have been done. The barn is owned by the Town so the TTOR is not responsible for funding these repairs. The Selectmen were supportive of this project, as it will extend the usable life of the barn and could lead to increased usage. Lindberg then addressed the repurposing of the Grange stage area and further repairs/restoration to the Grange Room itself. The stage space is no longer publically accessible due to ADA compliance issues. The installation of an access lift would run \$5,000-\$10,000. This space has been used for storage for 20 years. The previous IT Coordinator had proposed that this space be converted into a data/communication room. Member Fox noted that since the initial discussions on this it has come to his attention that there may be significant unintended costs with moving the existing technology infrastructure. It was noted that the Town's cable providers should be approached about possible funding. There was discussion about also obtaining estimates to bring the stage area into ADA compliance so it can be used as performance space. Lindberg would like to work to restore the Grange Room itself to its original appearance – repainting, restoring the ceiling and installing period-appropriate, energy-efficient lighting. All of this work, except for painting would be contracted. Lindberg puts this restoration work at \$60,000, less the previously approved flooring article and the painting costs.

- Town Planner, Elizabeth Hughes, and members of the Planning Board were present to discuss proposed intersection improvements. Hughes referred to the presented material and provided an update on the completed intersection improvements at Burroughs/Stow Roads and Burroughs/Chester Roads. These changes have received mostly positive feedback. The Planning Board along with Chief Ryder are now looking to improve other troublesome intersections in Town - Pine Hill/Burroughs Roads and Davidson/Depot Roads. Hughes referred to the preliminary plans for these improvements. The next step in this process is to conduct site visits and trial runs of the proposed reconfigurations. Planner Hughes confirmed that funds are available for the engineering work and surveys. DPW Director Garmon feels that he can manage this road work within his budget. The Liberty Square/Depot Road is the next intersection that they will be looking at.
- Al Murphy, Stow Road Concept Development Committee member and Boxborough Housing Board Chair was present to discuss proposed Request for Proposals (RFP) for development of Stow Road property. Town Planner Hughes and the Planning Board remained for this discussion. The final draft is under review. The Housing Partnership representative is working with the Inspector General's office on some of the language. This working group is meeting on Thursday and should have the final form soon. Once finalized the RFP will be published to solicit proposals for development of the Stow Road property.
- Rita Grossman, Jeanne Kangas and other interested parties were present to discuss a proposal that the Town adopt the Community Preservation Act (CPA). Grossman spoke to the materials provided and a Powerpoint presentation. She opened by reviewing the history of the CPA in Boxborough. She provided background on the history of CPAs in Massachusetts; informed the Selectmen as to the status of the state's commitment to funding of CPAs; the trends as to the state's portion; how CPAs are being implemented in other communities; and the expanded uses that are now allowed, including recreational. CPA is a Capital Planning Project Program. She reviewed the adoption process; the establishment and make up of a CPA Committee; how this town would generate these funds through a surcharge; the percentages that could be implemented (1%-3%) and the process for the Town to approve funding for CPA projects. She provided data on the financial impact to households with the proposed surcharge levels (1%-3%) and the corresponding CPA funds that could be made available. Grossman believes that the state provides additional incentives for communities implementing the 3% maximum. There was also discussion on the "user fees" currently being charged, (i.e. Transfer Station fees) which could be offset by implementing CPA funding. She stated that adopting this would allow the Town to do more to improve our community and preserve open space. The CPA could have been used to fund the work to the Steele Farm barn discussed earlier. The Town has some discretion as to the management of a CPA program. Control is at the local level and the Town can spend these funds even if state does not contribute. Grossman & Kangas were asked several questions which they will be researching including what existing Town funds can be used to fund CPA. They have already presented this to several Town boards. BHB Chair Al Murphy advised that the BHB voted unanimously to support CPA and provided his input noting that he believes it could be used for housing related studies & analysis. Grossman provided information on other allowed uses related to housing. SFAC Chair, Bruce Hager, advised that in January the SFAC voted unanimously to support the CPA and the proposed 3% surcharge. Jeanne Kangas spoke to the concerns raised by Selectmen Gorman in his email. They are presenting this proposal in an effort to obtain the Selectmen's support of an article to adopt CPA and for the creation of a work group to research the proposal so that a comprehensive presentation can be made at Town Meeting. The Selectmen provided their input. We now have a capital spending plan, something we didn't have when CPA was first proposed several years ago. However, some residents can't afford an increase to their tax bill. What would be the net overall impact on taxpayers? They would need to see the actual numbers – cost/benefit analysis. It was suggested that the Town should move cautiously when implementing – initially go with 1% then once initiated a discussion can occur about increasing this percentage. The Selectmen that were present agreed that, as presented, this could be a prudent use of resources and they felt they could support the creation of a working group. However, the Selectmen deferred action on this until the full board can be present on February 24th. In the meantime the Selectmen suggested individuals be identified that could be considered for this working group. There was discussion on the warrant timeline. Resident, Maria Neyland, voiced her support of the CPA.

The Board took Agenda Item #7a, out of order.

NEW BUSINESS

- Discussion was opened on the Reserve Fund Transfer Request to the Accountant Consulting account. This is to cover the expense of retaining interim accounting services after Mike Guzzo left. Member Fox moved to forward to the Finance Committee for approval the request to transfer \$3,547.50 from the Reserve Fund to account #001-135-5200-5306, Accountant Consulting. Seconded by Member Stemple. **Approved 3-0.**
- **Citizens concerns** – Acton-Boxborough Transitional School Committee (ABTSC) Chair, Maria Neyland was present and was asked to provide an update on the FY 15 AB Regional Budget discussions. The preliminary budget has been voted. There were several items that are new for FY 15 and the District is working through these revised costs/assessments and reductions in some state aid. Concern was voiced as to Acton's assessment, which went up significantly; while Boxborough's went down. The ABTSC will be having additional discussions on this. The budget still projects \$1,000,000 coming back to the towns. Other efficiencies have been identified during the merger process; however these savings will be re-allotted within the District to

provide needed services. There have also been preliminary discussions about applying for, previously unsought, SPED Medicaid funding.

MINUTES

- Member Fox moved to accept the minutes for the Executive session, Contract Negotiating Team (Police Chief), January 16, 2014, as written. Seconded by Member Stemple. **Approved 3-0.**
- Member Stemple moved to accept the minutes for the regular session, January 27, 2014, as revised. Seconded by Member Fox **Approved 3-0.**
- Member Stemple moved to accept the minutes for the Executive session, January 27, 2014, as written. Seconded by Member Fox **Approved 3-0.**

SELECTMEN REPORTS

- Member Fox reported that he had attended last week's BLF but deferred to the Chair on reporting these discussions.

He reported that he met with Chief Ryder and two FinCom members to review the FY 15 Police & Dispatch budgets. There was a correction to the Dispatch budget as to calculating sick time, which lowers that budget overall. The update figures are reflected in current budget sheets "Rev.5".

Member Fox reported that he, TA Shaw, Chief Ryder and Chief White met with Guardian on the server upgrading project. An inventory is being compiled to identify what is equipment due for replacement so an acquisition schedule can be created and projected costs determined.

He attended a meeting of the Town's website working group. The consultant is meeting with department heads on Thursday to discuss their respective web pages. The "Go live" date has been pushed back from April 1st to Friday, April 4th.

- Chair Amoroso reported on discussions at BLF. The consensus was that the new budget formatting is a big improvement. There was discussion on the proposed revisions to the Minuteman School District Agreement. A representative from Minuteman will be at the February 24th Selectmen's meeting. Member Stemple added that the Town's submitted budget is down from last year. Even factoring the removal of the school from the Town's overall budget the decrease is notable.

Chair Amoroso reported that he, Member Fox and their Finance Committee counterparts had participated in discussions with Police Chief Ryder on his contract.

He also reported on the recent Beacon article which attributed comments to the Chair of the Acton Selectmen during Acton's FY 15 budget discussions. The comments were to the effect, that Boxborough has done nothing to address its OPEB "Other Post-Employee Benefits" liabilities and obligations. He took this opportunity to let resident know that this is not true. He explained that OPEB is the obligation to contribute to retired personnel's medical insurance. In 2011 both Acton and Boxborough recognized this issue and began working to address it. In 2012 both towns established OPEB trust funds. To date, Boxborough has contributed \$175,000 to our Trust Fund; 1.8% of our OPEB obligation. Acton has contributed 1.5% towards its obligations. He has met with his counterpart and discussed the comments attributed to her. She has advised that a correction needs to be made and she will be setting the records straight in her own way. He reiterated that Boxborough is actively addressing its OPEB obligations.

NEW BUSINESS (Continued)

- Discussion was opened on a potential gift of real estate from Robert and Beverly Ludovico. This is a landlocked parcel located on Codman Hill Road in the vicinity of I-495 and the Transfer Station. It was determined that this offer should be explored and the condition of the property investigated. There was discussion as to process and how the town can accept this type of gift.

EXECUTIVE SESSION

- At 9:30 PM, Member Amoroso moved to adjourn to executive session to conduct strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director) and to adjourn immediately thereafter. Seconded by Member Fox **Approved 3-0 by a roll call vote: Fox aye; Stemple, aye; and Amoroso, aye.**

**Town of Boxborough
Potential Warrant Articles
FY2015**

Art #	Dept	Amount	Description
Special Town Meeting			
1	541	\$ 11,400	New Lease Community Center
2		TBD	Police CBA - FY13 & 14 retro (estimated)
3		TBD	Personnel Plan - FY 14 retro
4		TBD	Transfer \$ from Insurance Proceeds (re: police vehicles) to general fund
5		TBD	Transfer \$ from Insurance Proceeds (re: police vehicles) to reserve fund
TOTAL		\$11,400 +	
Annual Town Meeting			
	100	\$100,000	Transfer to Stabilization Fund
	122	\$9,400	GASB45 Study - OPEB Re-valuation
	122	TBD	Potential land acquisition # 1
	122	TBD	Potential land acquisition # 2
	161	\$29,347	Town Clerk - Record Books Conservation (3 year project, average 11K per year)
	171	\$5,000	Conservation -Transfer to Conservation Trust for Future Purchase
	175	\$75,000	Update Master Plan (\$50 - 75k)
	192	\$12,500	Updated Energy Audit & Insulation (Town Hall)
	192	\$20,000	Town Hall - Carpeting
	192	\$60,000	Grange Meeting Room improvements(lighting, ceiling, walls)
	192/422/ 591	\$275,000	Paving [Town Hall (\$115k); DPW Yard (\$110k); Museum (\$50k)]
	192/210/ 220/422	\$26,000	Computers - Town-wide
	210/220	\$25,000	Feasibility Study - Public Safety Combined Facility
	210/220	\$400,000	Public Safety Radio System Upgrade
	220	\$232,000	Fire - Replace SCBA Units - Mandatory January 2015
	220	\$150,000	Fire - Brush Truck
	422	\$150,000	DPW - Replace 2001 Dump Truck
	525	\$25,000	Social Worker
	543	TBD	Expanded Veterans Services
	610	\$15,000	Library - HVAC System upgrade (end of life)
	630	\$5,000	Rec Comm - Survey and design of basketball and tennis courts at Liberty Fields
	691	\$6,000	Historical Museum Chimney Repair
	693	\$6,500	Management Plan - Steele Farm

**Town of Boxborough
Potential Warrant Articles
FY2015**

Art #	Dept	Amount	Description
	693	\$70,000	Steele Farm - Repairs to Barn
	942	\$100,000	Transfer to OPEB Trust Fund
			TBD Close-out Articles
	Sub-Total	\$ 1,796,747 +	
		\$ 100,000	"Reserve" Fund for Shared Septic (Board of Health request) - Checking with Town Counsel
		\$ 1,896,747 +	

Art #	Description
1	Choose Town Officers Moderator, one-year term Two Board of Selectmen members, three-year terms One Board of Health member, three year term Two Library Trustees, three-year terms Two Planning Board members, three-year terms Regional School Committee, one member for a three year term effective 5/19/14 Regional School Committee, one member for a three year term effective 7/1/14
2	Receive Reports
3	Set Salaries and Compensation of Elected Officials
4	Personnel Administration Plans Changes - Schedules A & B
5	Town Operating Budget
6	Community Preservation Act - adoption of Sections 3 to 7, inclusive, of Chapter 44B of the General Laws
7	Community Preservation Committee Bylaw - establishes the composition of a community's local Community Preservation Committee, as well as the method of appointment of members to the committee and the length of the members' terms.

**Town of Boxborough
Potential Warrant Articles
FY2015**

- 8 Amend Minuteman Regional Vocational School District Agreement
- 9 Disposition of 72 Stow Road Property
- 10-36 "Money" Articles (potentially 27)
- 37 Transfer of Blanchard Special revenue accounts to ABRSD
- 38 Zoning Bylaw Amendment - (Registered Marijuana Dispensary) Amend Section 2100 Definitions, section 4003(4) Table of Uses Business /Industrial Uses, and to Delete Section 7900 (Registered Marijuana Dispensary)
- 39 Zoning Bylaw Amendment - Amend Sections 6104 and 6105 Private/Common Driveways
- 40 Zoning Bylaw Amendment - Amend Section 7300 Flood Plain District
- 41 Submitted by petition - Tax relief for Boxboro seniors Age 65 or older
- 42 Submitted by petition - Town residents voting for tax collector vs selectmen appointing someone of their choice
- 43 Acceptance of Liberty Square Road Fire Cistern Easment
- 44 Acceptance of easement on Gutierrez land for potable water and wastewater
- 45 Rescind unused borrowing authorization approved at May 2013 TM Article 17 (Police Station HVAC systems) \$179.89
- 46 Personal real estate exemptions – increase in exemptions (purely housekeeping... each year need to accept Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988)
- 47 Chapter 90 Highway reimbursement program
- 48 Departmental Revolving Funds Re-Authorization
 - Electrical Inspection (\$50K)
 - Plumbing and Gas Inspection (\$15K)
 - Firearms Permits (\$2,000)
 - GIS Assessor Map (\$5,000)

**Town of Boxborough
Potential Warrant Articles
FY2015**

Library Fines (\$7,500)

Dog License Fees (\$4,000)

Steele Farm (\$10,000)

ConsComm Wetland Bylaw (\$20,000)

Senior Van (for expenses and revenues associated with operation of the van) (\$4,000)

Fire Alarm System Maintenance (\$4,100)

Community Gardens (\$2,000)

Recreation Field permit fees (\$20,000) [may suggest decreased amount]

Community Preservation Act – Adoption

Sample Language

Town Meeting Warrant Article

To see if the Town will accept Sections 3 to 7, inclusive, of Chapter 44B of the General Laws, otherwise known as the Massachusetts Community Preservation Act, by approving a surcharge on real property for the purposes permitted by said Act, including the acquisition, creation and preservation of open space, the acquisition, preservation, rehabilitation and restoration of historic resources, the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, the acquisition, creation, preservation and support of community housing, and the rehabilitation and restoration of such open space and community housing that is acquired or created as provided under said Act; to determine the amount of such surcharge on real property as a percentage of the annual real estate tax levy against real property and the fiscal year in which such surcharge shall commence; to determine whether the Town will accept any of the exemptions from such surcharge permitted under Section 3(e) of said Act; or to take any other action relative thereto.

Town Meeting Motion

I move that the Town hereby accepts Sections 3 to 7, inclusive, of Chapter 44B of the General Laws, otherwise known as the Massachusetts Community Preservation Act, by approving a surcharge on real property for the purposes permitted by said Act, including the acquisition, creation and preservation of open space, the acquisition, preservation, rehabilitation and restoration of historic resources, the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, the acquisition, creation, preservation and support of community housing, and the rehabilitation and restoration of such open space and community housing that is acquired or created as provided under said Act; that the amount of such surcharge on real property shall be [x%] of the annual real estate tax levy against real property commencing in fiscal year [20__]; and that the Town [does not accept any of] [hereby accepts] the [following] exemption[s] from such surcharge permitted under Section 3(e) of said Act: [property owned and occupied as a domicile by any person who qualifies for low income housing or low or moderate income senior housing in the Town, as defined in Section 2 of said Act] [class three, commercial, and class four, industrial, properties as defined in G.L. c.59, §2A] [\$100,000 of the value of each taxable parcel of residential real property] [\$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of said Chapter 59].

Ballot Measure

Shall (MUNICIPALITY) accept sections 3 to 7 inclusive, of Chapter 44B of the General Laws, as approved by its legislative body, a summary of which appears below?

Sections 3 to 7 of Chapter 44B of the General Laws of Massachusetts, also known as the Community Preservation Act, establish a dedicated funding source to acquire and preserve open space, parks and conservation land, protect public drinking water supplies and scenic areas,

protect farmland and forests from future development, restore and preserve historic properties, and help meet local families' housing needs. In (MUNICIPALITY), the Community Preservation Act will be funded by an additional excise of [x%] on the annual tax levy on real property to be assessed beginning in fiscal year [20__], and by annual distributions provided by the state. [OPTIONAL EXCLUSIONS: [property owned and occupied as a domicile by any person who qualifies for low income housing or low or moderate income senior housing in the Town, as defined in Section 2 of said Act] [class three, commercial, and class four, industrial, properties as defined in G.L. c.59, §2A] [\$100,000 of the value of each taxable parcel of residential real property] [\$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of said Chapter 59]]. A taxpayer receiving a regular property tax abatement or exemption will also receive a pro rata reduction in surcharge. A Community Preservation Committee composed of local citizens will make recommendations on the use of the funds and all expenditures will be subject to an annual audit.

Community Preservation Committee Bylaw

The bylaw or ordinance establishes the composition of a community's local Community Preservation Committee, as well as the method of appointment of members to the committee and the length of the members' terms. The bylaw or ordinance should spell out the following information:

- The number of members on the committee (between 5 and 9 members)
- The length of the members' terms
- The method for selecting committee members, whether by designation, election, or appointment or both

The Community Preservation Committee must include one member each from the local conservation commission, board of park commissioners, historical commission, planning board, and housing authority. If a municipality has not established one or more of these boards or commissions, a representative serving in a similar capacity can be appointed to the committee.

**ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 2100
DEFINITIONS, SECTION 4003(4) TABLE OF USES
BUSINESS/INDUSTRIAL USES, AND TO DELETE SECTION 7900**

(Two-thirds vote required)

To see if the Town will vote to amend the Boxborough Zoning Bylaw Section 2100 Definitions, by adding ~~the a~~ definition of “Registered Marijuana Dispensary” and to renumber the remaining definitions accordingly throughout the Zoning Bylaw, to amend Section 4003(4) Table of Uses Business/Industrial Uses ~~at to~~ add Registered Marijuana Dispensary as a special permit use in the IC District, and to delete Section 7900 in its entirety, as follows:

Section 2100 Definition

“Registered Marijuana Dispensary” shall mean a not-for-profit facility or location registered by the Department of Public Health where medical marijuana is grown, processed and/or made available to a qualifying patient or a personal caregiver.

**4003(4) BUSINESS/INDUSTRIAL
USES (Continued)**

DISTRICTS

	AR	R1	B	B1	OP	TC	IC
Registered Marijuana Dispensary	N	N	N	N	N	N	SP

Section 7900 Temporary Moratorium On Medical Marijuana Treatment Centers

Section 7901—Purpose

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

Section 7902—Definition

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

~~*Section 7903—Temporary Moratorium*~~

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

Or take any other action relative thereto.

Explanation: Currently under the Town of Boxborough’s Zoning Bylaw, a registered marijuana dispensary (RMD) is not a permitted use in the Town. The Town cannot ban RMDs entirely because as stated by the Attorney General “Such a complete ban would frustrate the purpose of Chapter 369 of the Acts of 2012, “An Act for the Humanitarian Medical Use of Marijuana” (enacted as Question 3 on the November 2012 state ballot), to allow qualifying patients, who have been diagnosed with a debilitating medical condition, reasonable access to such dispensaries.”

The Department of Public Health Regulations has developed extensive regulations that govern things such as the operations, handling, dispensing, marketing and security requirements for RMDs. The Planning Board is proposing that RMDs be permitted in the Industrial-Commercial Zone District, but only by Special Permit. In conjunction with Department of Public Health Regulations, the Special Permit process would require notification to abutters, a public hearing and the ability to place reasonable conditions on the use, such as hours of operation, requirement that contact information for all management staff and keyholders be provided to the Town in case of problems, and copies of all licensing and reporting documents as may be required as part of the Department of Public Health Regulations.

Planning Board Recommendation: The Planning Board recommends.

ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTIONS 6104 AND 6105 PRIVATE/COMMON DRIVEWAYS

(Two-thirds vote required)

To see if the Town will vote to amend the Boxborough Zoning Bylaw Section 6104 Private/Common Driveways in the Agricultural-Residential (AR) District and Section 6105 Private/Common Driveways in the Business, Business 1, Office Park, Town Center, and Industrial-Commercial to add the language in bold italics and delete the language as indicated by strikethroughs:

6104 Private/Common Driveways in the Agricultural-Residential (AR) Districts

- (5) Applications for a Private/Common Driveway special permit in the AR District shall adhere to the extent feasible to those ~~following~~ construction standards set forth ***in the Planning Board Private Common Driveway Guidelines***. Such guidelines are for advisory purposes only and shall not be binding on the applicant or the Planning Board.
- ~~(a) All topsoil shall be removed from the Private/Common Driveway.~~
 - ~~(b) Private/Common Driveways shall be subgraded 15" below finished grade and inspected at this stage by the Superintendent of Streets or his designated agent.~~
 - ~~(c) Private/Common Driveways shall have 12" or more of gravel and shall have 2 ½" of hot top extending a minimum distance of 25 feet from the junction with the roadway along the driveway.~~
 - ~~(d) Private/Common Driveways shall be constructed to a minimum width of 16 feet.~~
 - ~~(e) Private/Common Driveways shall have a minimum of a 3-foot shoulder on each side of the paved surface.~~
 - ~~(f) Private/Common Driveways shall meet town roads as shown in the Driveway Approach Bylaw.~~
 - ~~(g) Private/Common Driveways shall have drainage structures where needed.~~
 - ~~(h) Private/Common Driveways shall not exceed a slope of 8%.~~
 - ~~(i) Private/Common Driveways shall provide turning location within 100 feet of each house served to accommodate fire fighting equipment.~~
 - ~~(j) Private/Common Driveways shall be no closer than ten (10) feet at any point from abutting lots not served by the Common Driveway.~~

6105 Private/Common Driveways in the Business, Business 1, Office Park, Town Center, and Industrial-Commercial Districts

- (7) Applications for a Private/Common Driveway special permit in the B, B1, OP, TC, and IC Districts shall adhere to the extent feasible to those ~~following~~ construction standards set forth ***in the Planning Board Private Common Driveway Guidelines***. Such guidelines are for advisory purposes only and shall not be binding on the applicant or the Planning Board.
- ~~(a) All topsoil shall be removed from the Private/Common Driveway.~~
 - ~~(b) Private/Common Driveways shall be subgraded 15" below finished grade and inspected at this stage by the Director of Public Works or his designated agent.~~

- ~~(e) Private/Common Driveways shall have 12" or more of gravel and shall have 3½" of hot top (2" binder and 1½" top course).~~
- ~~(d) Private/Common Driveways shall be constructed to a minimum of a 20-foot width.~~
- ~~(e) Private/Common Driveways shall have a minimum of a 3-foot shoulder on each side of the paved surface.~~
- ~~(f) Private/Common Driveways shall have drainage structures where deemed necessary by the Planning Board.~~
- ~~(g) Private/Common Driveways shall not exceed a slope of 8%.~~
- ~~(h) Adequate provisions for fire fighting equipment shall be made.~~

Explanation

The purpose of the Zoning Bylaw is to regulate the use of land, building and structures. To include construction standards for common driveways is not appropriate. Currently, any amendments to the construction standards can only happen as a part of Town Meeting with a two-thirds vote. The Planning Board is proposing to convert such standards to guidelines, , thereby allowing the Board the flexibility to adjust the standards based on common engineering practices and input from the Town's consulting engineer and Public Works Director, and to fashion appropriate construction standards as required for each special permit application.

Recommendation

The Planning Board recommends.

ARTICLE XX ZONING BYLAW AMENDMENT – AMEND SECTION 7300 FLOOD PLAIN DISTRICT

(Two-thirds vote required)

To see if the Town will vote to amend the Boxborough Zoning Bylaw Section 7300 Flood Plain District by amending Subsection 7302 Existing Regulations, Subsection 7304 Flood Plain District and Subsection 7305 Regulations as shown in strikeouts and bold italics:

7300 Flood Plain District

7302 Existing Regulations

All development in the district including structural and nonstructural activities whether permitted by right or by special permit must be in compliance with the following regulations:

- (1) ~~780 CMR 2101.G (Flood Resistant Construction)~~ of the Massachusetts State Building Code which address flood plain and coastal high hazard areas.
- (3) ~~31002~~ **CMR 136.00**, Inland Wetlands Restrictions, DEP.

7304 Flood Plain District

The Flood Plain District includes all special flood hazard areas within the Town of Boxborough designated as Zone A and AE, on the Middlesex County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Middlesex County FIRM that are wholly or partially within the Town are panel numbers ~~25017C0218E, 25017C0219E, 25017C0238E, 25017C0331E, 25017C0332E, 25017C0333E, 25017C0334E, 25017C0351E and 25017C0353E~~ **25017C0218E, 25017C0219E, 25017C0238E, 25017C0331E, 25017C0332E, 25017C0333E, 25017C0334E, 25017C0351E and 25017C0353E** dated ~~June 4, 2010~~ **July 7, 2014**. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Middlesex County Flood Insurance Study (FIS) report dated ~~June 4, 2010~~ **July 7, 2014**. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board and Inspector of Buildings.

7305 Regulations

The following requirements apply in the Flood Plain District:

- ~~(1) Within Zones A and AE where the base flood elevation is not provided, the best available Federal, State, local, or other floodway data shall be used to determine the 100-year flood elevation.~~
- (12)** In Zones A and AE no encroachments, including fill, new construction, substantial improvements, or other development shall be made in such floodway unless certifications by a registered professional engineer or architect are provided by the applicant to the Inspector of Buildings proving that the proposed encroachment, construction, improvement or development will not result in any increase in the water surface elevation of the 100-year flood.

- (2) Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or 5 acres, whichever is the lesser, within unnumbered A zones.*
- (3) In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.*
- (4) All subdivision proposals must be designed to assure that:
 - a) such proposals minimize flood damage;*
 - b) all public utilities and facilities are located and constructed to minimize or eliminate flood damage, and;*
 - c) adequate drainage is provided to reduce exposure to flood hazards.**

Explanation

Participation in the National Flood Insurance Program (NFIP) is based on an agreement between local communities and the Federal Government that states if a community will adopt and enforce a floodplain management ordinance to reduce flood risks to new construction (or substantial improvements) in Special Flood Hazard Areas (SFHAs), the Federal Government will make flood insurance available within the community as financial protection against flood losses.

The Federal Emergency Management Agency (FEMA) has recently completed a Flood Insurance Study for the Concord River Watershed in Middlesex County. Prior to July 7, 2014, Boxborough is required to adopt the new FIRM Maps and revised NFIP regulations for compliance.

If the Town does not adopt the effective maps and comply with these regulations, it will be suspended from the NFIP. If the Town is suspended, no federally backed flood insurance is available to residents or business owners. If required by lenders, insurance would have to be purchased on the private market where it will be 3-4 times higher. A community would no longer be eligible for financial assistance for the permanent repair or reconstruction of insurable buildings in the SFHA from the Federal Government if a Presidentially Declared disaster occurs as a result of flooding.

Recommendation

The Planning Board recommends.

**ARTICLE ## SUBMITTED BY PETITION - TAX RELIEF FOR BOXBORO SENIORS AGE 65
AND OLDER**

(Majority vote required)

This Article is to grant a 10% Reduction in Real Estate TAXES for SENIORS Age 65 yrs. AND OLDER with a minimum of 5 yrs. or more of TOWN Residency. AND 15% reduction for SENIORS WHO ARE PERMANENTLY DISABLED.

**ARTICLE ## SUBMITTED BY PETITION - TOWN RESIDENTS VOTING FOR TAX
COLLECTOR VS SELECTMEN APPOINTING SOMEONE OF THEIR CHOICE.**

(Majority vote required)

THIS ARTICLE TO BE PLACED ON ANNUAL TOWN WARRENT is TO RETURN TO VOTE TO TOWN RESIDENTS OPPORTUNITY TO VOTE FOR TAX COLLECTORS POSITION. SINCE THE INCEPTION OF TOWN OF BOXBORO, MA. in 1783 OVER 230 YRS. AGO THIS POSITION HAS Always BEEN BY TOWN VOTERS AND NOT BY APPOINTMENT. TOWN WILL ALWAYS BENEFIT MORE BY TOWN VOTE vs BY APPOINTMENT.

ARTICLE XX: LIBERTY SQUARE ROAD FIRE CISTERN EASEMENT
(Majority vote required)

To see if the Town will vote to accept the perpetual right and easements over, under and upon a certain portion of the land of the Grantor situated in the westerly side of Liberty Square Road in said Boxborough and being shown as "Future Installation of Fire Cistern & Appurtenances" ("Easement Area") on a plan entitled "Easement Plan, 211 Massachusetts Avenue" dated August 7, 2013 prepared for John Anderson by Acton Survey & Engineering, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 614 of 2013 ("Easement Plan"), to which plan reference may be had for a more particular description of said Easement Area, for the purpose of accessing, placing, installing, constructing, and maintaining a fire protection cistern; and as described in the Grant of Easement as conveyed by JA Boxboro Realty, LLC; and further to authorize the Board of Selectmen to acquire by purchase, eminent domain, gift or otherwise for the intended purpose the easement; or take any action relative thereto.

GRANT OF EASEMENT

JA Boxboro Realty, LLC a duly organized and existing Massachusetts Limited Liability Company of 20 Main Street, Acton, MA 01720 (hereinafter called the "Grantor" which term shall also apply to its successors and or assigns as the same may be the owner or owners of the burdened estate), for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars, grants to the Town of Boxborough, acting by and through its Board of Selectmen, a municipal corporation with a usual place of business at 29 Middle Road, Boxborough, Middlesex County, Massachusetts (hereinafter called the "Grantee") and its successors and assigns forever;

WITH QUITCLAIM COVENANTS

The perpetual right and easements over, under and upon a certain portion of the land of the Grantor situated in the westerly side of Liberty Square Road in said Boxborough and being shown as "Future Installation of Fire Cistern & Appurtenances" ("Easement Area") on a plan entitled "Easement Plan, 211 Massachusetts Avenue" dated August 7, 2013 prepared for John Anderson by Acton Survey & Engineering, Inc. and recorded with the Middlesex South District Registry of Deeds as Plan No. 614 of 2013 ("Easement Plan"), to which plan reference may be had for a more particular description of said Easement Area, for the purpose of accessing, placing, installing, constructing, and maintaining a fire protection cistern, provided such improvements do not interfere with or are inconsistent with the current or future use of the property by the Grantor or their successors and assigns; and, provided further, that any such placement, installation, construction, or maintenance is done in accordance with regulations, plans and practices for fire cisterns.

Also granted herewith is a Temporary Easement within the portion of said land of the Grantor shown as "10' Wide Temporary Construction Easement" ("Temporary Easement Plan") on said Easement Plan. Reference is hereby made to said Easement Plan for a more particular description of the Temporary Easement Area. Said Temporary Easement Area may be used for the purpose of accessing, placing, installing, and constructing a fire protection cistern within the Easement Area, provided such improvements do not interfere with or are inconsistent with the current or future use of the property by the Grantor or their successors and assigns; and, provided further, that any such placement, installation, construction, or maintenance is done in accordance with regulations, plans and practices for fire cisterns. The Temporary Easement shall expire on January 1, 2034.

The location and scope of the easements granted by this instrument shall be confined to such improvements, when made, and shall not include or apply generally to other areas of the property. Any improvements shall be and remain the property of the Grantee, its successors and assigns.

The Grantee shall have the right at all reasonable times and in a reasonable manner to enter upon the Easement Area as may be reasonably necessary for the purpose of operating, maintaining, repairing, relocating, removing, and replacing said improvements or any part thereof.

The Grantee shall have the right to cut and removal all trees, undergrowth and other obstructions in the Easement Area to the extent the Grantee deems necessary to operate and maintain the improvements. Grantee shall repair, re-grade and restore said Easement Area as necessary, at its own expense. All openings and excavations shall be properly refilled and the property left in a good and safe condition.

The Grantee shall also be responsible for the payment of damages to land of Grantors caused by the negligence or intentional wrong doing of its employees or agents in accessing, placing, installing, constructing, replacing, relocating and maintaining the improvements.

The easement is free and clear of all liens and encumbrances and the Grantors have good record title. For Grantor's title see deed recorded with Middlesex South Registry of Deeds in Book 43475, Page 79.

Witness my hand and seal this _____ day of _____, 2014.

JA BOXBORO REALTY, LLC

John Anderson, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

On this _____ day of _____, 2014 before me, the undersigned notary public, personally appeared John Anderson (name of document signer), proved to me through satisfactory evidence of identification, which was a driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of JA Boxboro Realty, LLC.

(official signature and seal of notary)

My Commission Expires: _____

MEMORANDUM

To: Elizabeth Hughes, Town Planner, Town of Boxborough
From: William Caulder, The Gutierrez Company
Date: February 20, 2014
Re: Potable Water and Wastewater – Infrastructure Summary for Warrant
Residences at Beaver Brook, Boxborough, MA

This memorandum provides an executive summary of the proposed potable water and wastewater infrastructure for the proposed Residences at Beaver Brook in Boxborough, MA.

Project Description

Residences at Beaver Brook is a proposed 40B residential development with 244 rental units (372 bedrooms) to the northeast of the Route 111 interchange with I-495 in Boxborough, MA. The site includes 67.3 acres and has been designated as a Priority Development Site by the Metro West Development Compact as part of a coordinated effort by surrounding municipal Town governments. The site currently does not have municipal infrastructure for potable water or sewer. As such, the site development requires inclusion of the installation of two on-site potable water supply wells, the construction of a potable water treatment system for disinfection and water softening, and the construction of an on-site wastewater treatment plant with subsurface disposal system.

Massworks Grant

The Town of Boxborough and The Gutierrez Company applied for a Massworks grant this past fall that would have funded a portion of the infrastructure to be built. A Massworks grant was not granted in the past round for lack of readiness to complete the project as the Town did not control the site. As a result, The Gutierrez Company proposes to grant a permanent easement over the land to the Town of Boxborough and would work with the Town to apply a second time for a Massworks grant offered by the Commonwealth of Massachusetts. If a Massworks grant is granted to the Town and there was a shortfall between the grant and the construction costs of the infrastructure, then The Gutierrez Company would pay for the remaining funds to complete the infrastructure project.

Potable Water Supply

The potable water demand for design of the project is 42,000 gpd. The main objectives to ensure successful operation of the community water supply are to:

1. Provide a source of safe drinking water that meets state and Federal drinking water standards, and the water demands of the project (adequate quantity and quality);
2. Ensure reliability in the event of any unexpected shutdown of the supply;
3. Provide adequate storage and system controls to meet peak water demands and system pressures;
4. Provide adequate storage for fire protection of the service area; and
5. Provide long term protection of drinking water quality through the use of conservation land easements to control land use within the wellhead protection zones.

Two (2) new bedrock wells need to be installed to provide up to 42,000 gpd of potable water for the project. It is anticipated that each well would be permitted for a withdrawal rate of 21,000 gpd. The water supply wells will be located on land that is owned by The Gutierrez Company or its affiliates and is contiguous to the residential development. The land area surrounding the proposed water supply wells will become dedicated conservation land to maintain water quality in the long-term within the wellhead protection zones. The approximate locations of the proposed water supply wells are shown on the attached Concept Plan.

Three new permits and a Certificate to Operate will be required to use the two (2) new bedrock wells as a community water supply for the proposed residential development. This permitting work is currently in progress and it is anticipated that it will take four to six months to complete.

The potable water supply system will be a "pressure demand" system with booster pumps that maintain the water pressure within a prescribed range. The potable water system is expected to include submersible well pumps in each of the wells, a small "well house" building, a chlorination disinfection system, a water softener system, pressure demand tanks, booster pumps, a backup electrical generator and control systems. A 42,000-50,000-gallon above-ground storage tank will be provided to store treated potable water (more than a one day supply at the design flow rate) in the event of an unanticipated power loss or system interruption. The use of two wells to supply potable water provides redundancy in the event of a submersible well pump interruption. If a catastrophic event were to occur at the plant resulting in more than a one day interruption in service, potable water can be delivered to replenish the storage tank to keep the water system operating while the interruption is resolved.

The fire protection system is expected to include a fire pond with a bottom liner to reduce loss of water due to infiltration. The water level in the fire pond is expected to be maintained using untreated well water from an existing irrigation well as "make-up" water to replace water lost due to evaporation. Instrumentation and float switches will be provided as necessary to monitor and maintain the water level in the fire pond. High-capacity booster pumps and a separate dedicated system of fire water distribution pipes will be installed to deliver water from the fire pond at the necessary flow rate required for fire protection.

On-Site Wastewater Treatment and Disposal

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

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

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

The site currently has a Groundwater Discharge Permit in-place that allows subsurface discharge of up to 30,000 gpd of treated effluent. At this time, wastewater is not being discharged to the subsurface under the present permit. For this residential project, a new Groundwater Discharge Permit will be obtained from DEP to increase the allowable discharge rate to 42,000 gpd. It is anticipated that a Permit Renewal will be required approximately five years after the new discharge permit is granted, at which time, the wastewater treatment system will need to meet the applicable regulatory treatment standards in effect at that time. Because of this, a plan is in place to preemptively design and account for future regulatory change that will be in effect in the near term.

We have identified an on-site location for the proposed leaching field with suitable soils that is located outside the Zone II wellhead protection areas for existing off-site public water supply wells and the proposed on-site public water supply wells for this project. This is an important site consideration, because the wastewater treatment system will not be subject to the more stringent effluent standards that would be applicable if the leaching field were to be located within the Zone II of a public water supply well. As such, we believe that it will not be necessary to use a capital intensive treatment system such as reverse osmosis (RO) in order to achieve permit compliance.

The new Groundwater Discharge Permit is in the process of being obtained in approximately 3 months after the approval of the required wastewater hydrogeologic study by DEP. The application for the new Groundwater Discharge Permit will include permit level drawings and an engineer's report that can be prepared concurrently with the other design and permitting efforts.

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BOXBOROUGH BOARD OF SELECTMEN
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1712 • Fax: (978) 264-3127
www.town.boxborough.ma.us

Vincent M. Amoroso, Chair Robert T. Stemple, Clerk Leslie R. Fox James J. Gorman Raid M. Suleiman

January 30, 2014

Mr. Savas Danos
General Manager
LELWD
39 Ayer Road
P.O. Box 2406
Littleton, MA 01460

FEB - 3 2014

V# 16552

Dear Savas,

As we discussed via email, this letter shall serve as an invoice to Littleton Electric Light and Water Departments for their pledge in support of Boxborough's emergency generators. Payment, in the amount of One Hundred Thousand Dollars (\$100,000), should be made to "Town of Boxborough." If there is a memo section on the check, it should note "HMGP Emergency Generator Acquisition," otherwise such notation may be made on the check stub. Please have the check sent to my attention.

With your generous assistance, we were successful in our grant application to FEMA as part of its Hazard Mitigation Grant Program. The generators (one for Hager Well House that serves the Blanchard School, Library, Fire Station, and Police Station and the other for back-up power for the Blanchard School, the Town's identified shelter area) arrived yesterday and have been placed on their pads. Installation is expected to be completed in the next couple of weeks.

We greatly appreciate LELWD's continuing support. You are an outstanding corporate neighbor!

Sincerely,

Selina S. Shaw
Town Administrator

Please send
a check to "Town of
Boxboro" as LELWD's
contribution to this
project.
In-lieu-of Tax Payment
10-47

Selina S. Shaw, Town Administrator
selina.shaw@town.boxborough.ma.us

TOWN OF LITTLETON
ACCOUNTS PAYABLE
37 SHATTUCK STREET
LITTLETON, MA 01460

EASTERN BANK
BOSTON, MA 02110
58-179-113

Check # 248073 **248073**

02/12/2014

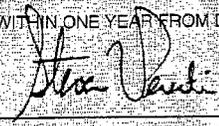
PAY TO THE ORDER OF TOWN OF BOXBOROUGH

\$100,000.00

ONE HUNDRED THOUSAND AND 00/100

DOLLARS

VOID IF NOT CASHED WITHIN ONE YEAR FROM DATE OF ISSUE



TOWN OF BOXBOROUGH
29 MIDDLES ROAD
BOXBOROUGH, MA 01719

MEMO

⑈ 248073⑈ ⑆ 011301798⑆ 00 09831058⑈

TOWN OF LITTLETON

248073

16552 TOWN OF BOXBOROUGH

DATE	PO	VOUCHER	INVOICE	AMOUNT
01/30/2014		0	GENERATOR	100,000.00
Check: 248073	Date: 02/12/2014	Warrant: LELWAP1432	Total:	\$100,000.00

received
2-19-14



Internal Communications and Outgoing Communications
February 24, 2014

1. Letter from Comcast [xfinity] Senior Manager of Government & Regulatory Affairs, Ben Pearlman, dated February 10, 2014, to the Board of Selectmen accompanying their Quarterly Report and access fee payment [PEG] check of \$ 2,600.39.
2. Email communication, PEG Grant Report 4th Quarter 2013, and check for their 4th Quarter PEG payment of \$15,293.10 from Kathy Booker, Verizon New England, Inc., dated February 14, 2014.
3. Copy of a memorandum from Conservation Commission, dated February 20, 2014, to Wayne Richardson, Boy Scouts of America advising him that Boy Scout Carl Lang's Eagle Scout project [installation of a footbridge for trail at the end of Swanson Rd leading to Boxborough Esker site] was unanimously approved and endorsed by the Commission.*



3

~~*~~

Boxborough Conservation Commission
29 Middle Road, Boxborough, Massachusetts 01719
Phone: 978.264.1722
www.town.boxborough.ma.us

David Follett Charlene Golden Norm Hanover David Koonce Dennis Reip, Chair Hoff Stuart

To: Wayne Richardson, Boy Scouts of America

From: Norman Hanover, Boxborough Conservation Commission

M. Radwanski for Hanover

Date: Feb. 20, 2014

Subject: Carl Lang - Eagle Scout project

On Feb. 19, 2014, Carl Lang appeared before the Conservation Commission (ConsCom) with a presentation for a footbridge that would connect the end of Swanson Road to the Boxborough Esker owned by the Boxborough Conservation Trust (BCT). The BCT owns an easement on the area in question that allows the proposed footbridge. The location of the footbridge will be within a wetland Resource Area as defined by the state Wetland Protection Act (WPA). Carl gave an excellent presentation describing where the footbridge would be located, the materials that would be used and the extent of any alteration to the area. After the presentation the ConsCom asked questions to clarify a few points.

At the conclusion of the discussion the ConsCom voted 4 - 0 to **approve and endorse** the project. The project as outlined will use pressure treated lumber, stainless and galvanized hardware and will not require any poured concrete or significant grading. No post hole will need to be dug. The ConsCom will not require either a Notice of Intent or other permitting from the ConsCom.

The proposed footbridge is similar to other footbridges that have been put on Town owned land. It has been our experience that none of the other footbridges has had any negative effects on the 'interests' protected by the WPA or the Boxborough Wetlands Bylaw. These 'interests' include protection of public and private water supplies and groundwater quality among other things.

Please do not hesitate to contact the ConsCom if you or Carl have any questions.

Cc: Carl Lang
Vince Amoroso, Board of Selectmen ✓
Elizabeth Hughes, Town Planner
Selina Shaw, Town Administrator
David Lindberg, Building Inspector
Rita Grossman, Boxborough Conservation Trust



Minutes, Notices and Updates
February 24, 2014

Minutes

1. Minutes of the Personnel Board meeting held January 27, 2014.
2. Minutes of the Conservation Commission meeting held February 5, 2014.

Notices

1. Notices of Board of Selectmen Contract Negotiating Team [Executive Session] meetings:
 - a. Held February 20, 2014 [Police Chief Warren Ryder]
 - b. Held February 20, 2014 [Fire Chief Randolph White]
2. Notice of a Finance Committee meeting to be held February 24, 2014.
3. Notice of an Acton-Boxborough Transitional School Committee meeting to be held February 25, 2014 [*Quorum may be present at an Acton FinCom meeting*].
4. Notice of Personnel Board meetings:
 - a. To be held February 26, 2014
 - b. To be held February 27, 2014 [Snow date]
5. Notice of a Recreation Commission meeting to be held February 25, 2014.
6. Fire Department Job Posting – Firefighter/EMT [Permanent]

8c



General Correspondence
February 24, 2014

1. February 2014 issue of the Freedom's Way Heritage National Heritage Area's Newsletter.



Reserve Fund Transfer Request

Date: 2-24-2014

It is requested by the undersigned that the sum of \$ 16103.31 be transferred from the Reserve Fund to:

UMAS Acct. # 001 - 422 - 5800 - 5864
 (Fund # - Dept. # - Object - Detail)

Description To purchase seized 2010 Nissan Titan 4 door pick up

Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

This truck would be used as a multi-departmental vehicle. The DPW would have the major use of the truck, but it would be available to Fire and Police as needed. This truck already has a plow frame and control installed. We would need to outfit it with a plow. The Fire & Police would use this truck to help plow their lots, which would free up DPW crew for tending to roadways. During the winter, the foreman could drive this truck home, which would cut down on response time as he is the first responder to call-ins. He could then relay to others what equipment to bring to the situation.

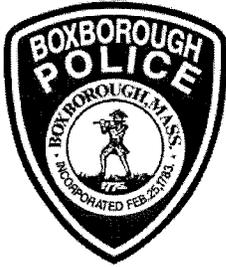
This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

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

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

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

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



BOXBOROUGH POLICE DEPARTMENT
520 Massachusetts Avenue, Boxborough, Massachusetts 01719
Phone: (978) 264-1750 • Fax: (978) 268-5123

To: Tom Garmon, DPW Director

From: Chief Warren B. Ryder

Date: February 24, 2014

Re: Vehicle Seizures

We are in possession of two vehicles that have been seized in drug related cases. These vehicles are available to the Town if we satisfy two items. First, is to pay off any liens with their respective banks and the second is to contribute 20% of the vehicles Blue Book Value to the Drug Enforcement Agency (DEA).

Vehicle 1 – 2010 Nissan Titan 4 door pick up (80,000 miles)
\$8,078.31- PAYOFF (as of 2/24/14)
\$1.90 - per day from 2/24/14 (interest)
\$3,500 – To the DEA as 20% of the \$17,500 Kelley Blue Book Estimate
\$11,578.31 Estimated cost to the town for acquisition

Vehicle 2 – 2002 Toyota Tacoma 4 door pick up (unknown mileage – defective odometer)
\$1,906.94 - PAYOFF (as of 2/24/14)
\$1.90 - per day from 2/24/14 (interest)
\$900 – To the DEA as 20% of the \$4,500 Kelley Blue Book Estimate
\$2,806.94 Estimated cost to the town for acquisition

I feel that this is an excellent and resourceful opportunity for the Town and could certainly see a potential use for the Nissan truck for an occasional support mission to move equipment and trailers for the Police Department.

WBR/cop

After our discussion earlier, here are some of the ways the fire department could utilize the impounded truck at the police station.

- Plowing the Fire and Police parking lots and dry hydrants, the truck we use now around the station isn't registered and can only stay on the grounds.
- transporting portable pumps when we need to pump out basements
- Transporting our portable generators for various events
- Transporting the portable light tower
- Transporting our other smaller trailer's (3)
- Trash runs that we occasionally make when we clean out the station, currently we always have to borrow a dump truck from the highway department
- Would be used for various incidents to help pick up equipment rather than pile it up in the back of an fire engine or ambulance
- Would be used to haul extinguisher props for extinguisher classes that are for local businesses



Reserve Fund Transfer Request

Date: 2-24-2014

It is requested by the undersigned that the sum of \$3131.94 be transferred from the Reserve Fund to:

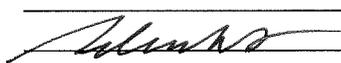
UMAS Acct. # 001-422-5800-5864
 (Fund # - Dept. # - Object - Detail)

Description To purchase seized 2002 Toyota Tacoma 4 door pick up

Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

This smaller truck could be used by Juan for custodial use, making his 1 ton available for heavier duty uses. We are short on trucks, especially in the summer, when we are forced to drive a large dump truck in order for each crew to complete their various responsibilities. This truck could be used for parts pick-ups, general errands and driving to meetings and training seminars. Tom could leave his truck overnight when snow is expected, making his plow available to other drivers.

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

_____	(Signature)	_____	(Title)
	(Signature)	<u>Town Administrator</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

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

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

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

Selina S. Shaw

From: Ken and Anne [canfield [REDACTED]]
Sent: Thursday, February 20, 2014 12:07 PM
To: Selina S. Shaw
Subject: Request to use Town Hall parking lot on April 12 for Bike Drive

Hi Selina,

The Boxborough Town Democratic Committee (TDC) requests the use of Town Hall's parking lot from 9:30 AM to 2:30 PM on Saturday, April 12, 2014. I have been in touch with the director of Bikes Not Bombs about sponsoring a bike-drive that date in Boxborough. Founded in 1984, this Massachusetts-based non-profit organization recycles donated bicycles and sends them to countries such as South Africa, Ghana, and Guatemala, as well as to cities in the United States.

The Boxborough TDC views this as a community service project and will handle all publicity for this Bikes Not Bombs bike-drive. We also will have volunteers present that day who will assist the volunteer (s) from Bikes Not Bombs. Bikes Not Bombs will supply a truck to haul away bikes. Over the years, bike drives have been held by organizations in Acton, Lincoln, Weston, Carlisle, and Dedham, just to name a few local communities.

Lastly, **although non-profit, Bikes Not Bombs does request that people make a voluntary contribution of \$10 dollars per bike** to help defray the cost of shipping recycled bikes. If people donating bikes choose to do make a cash donation, tax-deductible slips will be available that day for both the donated bike(s) and the voluntary contribution. This fact will be mentioned in the publicity information, along with a description of the purpose of the bike-drive, its location, and the hours.

Thank you for bringing this before the selectmen; if you would like me to come to a BOS meeting to explain the project in greater detail, I would be happy to do so.

Anne C.