



**BOARD OF SELECTMEN  
Meeting Minutes  
March 10, 2014**

**Approved: March 24, 2014**

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

**ABSENT:** Les Fox and Raid Suleiman

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

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

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

**ANNOUNCEMENTS**

- Chair Amoroso read the prepared announcements and further announced that two Selectman positions will be on the ballot in May and encouraged residents to consider serving.

**APPOINTMENTS**

- Police Chief Warren Ryder was present to introduce Robert J. Bielecki as a candidate for appointment as Police Officer. Chief Ryder explained his efforts to fill this vacancy and Bielecki's qualifications. Bielecki spoke to his background and experience. Further to the recommendation of Police Chief Ryder, Member Stemple moved to appoint Robert J. Bielecki as Police Patrol Officer for a probationary term commencing March 11, 2014 and ending on March 10, 2015. Seconded by Member Gorman. **Approved 3-0.**
- There were no concerns when Chair Amoroso opened the floor for Citizens' concerns.

**MINUTES**

- Member Gorman moved to accept the minutes for the Executive sessions of February 10, 2014; Contract Negotiating Team (Police Chief) of February 20, 2014 and February 24, 2014; Contract Negotiating Team (Fire Chief) of February 24, 2014; and Contract Negotiating Team (Police Chief) of March 6, 2014, as written. Seconded by Member Stemple. **Approved 3-0.**

**SELECTMEN REPORTS**

- Member Gorman reported that the Well Being Comm. continues its efforts to put together an article to fund a reduced hours Social Service Coordinator position. The WBC has determined that there is a need for this type of support in Town and is looking to what is being provided in neighboring communities. The WBC will be presenting this proposal at the next Selectmen's meeting.
- Member Stemple reported that he and Member Fox have met with DPW Director Garmon regarding his contract.
- Chair Amoroso reported that he and Member Fox continue to meet with Police Chief Ryder on his contract.
- He also reported that Member Fox had attended a meeting of municipal officials at Minuteman High School on Friday. The meeting materials are being distributed.
- Chair Amoroso reported that he and Member Fox have met with the owner of a property on the south side of Route 111 about the Town possibly acquiring the property. He will brief the Selectmen during tonight's Executive Session.

## OLD BUSINESS

- Member Gorman opened discussion on War memorials. Historical Commission Chair Alan Rohwer and others were present for this discussion. Member Gorman spoke to the memorandum he had provided regarding the placement and creation of a town war memorial site. He has been discussing this with Veterans Agent, Donnie Morse, for several months. He is also aware that others have been working on the creation of a memorial for the Town's only Civil War battle fatality. He envisions that this site would recognize those who served during the French-Indian War through to today. He described the current condition of the memorials (WW I & WWII) out in front of Town Hall. The design of the World War I memorial – bronze plaque on a large boulder is a fitting model for other memorials. Donnie Morse has identified several boulders that would be suitable for additional memorials. He spoke about the various town owned properties which he had considered for this memorial. He has provisionally determined that the best location would be at the Town Common located at the intersection of Hill and Middle Road. This site has historic gravitas. These memorials would be placed in a circle and referred to his diagram. DPW could handle most of the necessary work, including the clearing of trees/brush and site preparation. He clarified that the Christmas Tree would be untouched as the memorial would be to the rear of the tree. The only significant expense would be for the creation of the memorial plaques. There is one other aspect to this - the identification and verification of those who served in conflicts prior to 1900. He would like the Historical Commission to spearhead this effort. Donnie Morse has a list that he uses for our Memorial Day observances. The Selectmen provided their input. Could several of these military conflicts be combined onto a single memorial stone? Would the Town be able to expand in the future? If the Town Common becomes the final site, it was suggested that parking be added to the lot so people can safely access the site. There was a discussion on options for the plaques such as – a single, solid casting versus mounting/affixing individual name plates. Member Gorman noted that this was a preliminary proposal and all options can be considered. BHC Chair Rohwer noted that the Town Common site would be a respectful place for this. Also the North Cemetery just across the street is already a stop on the Memorial Day parade route. He did ask for some direction as to the research that Member Gorman has proposed. Rohwer also confirmed that the BHC is going forward with its plans to place a memorial sign for John Fletcher at the intersection of Flagg Hill & Summer Road in recognition of the 150th anniversary of the Civil War. Member Gorman closed discussion by noting the next step will be for him to meet with the Historical Commission and structure a plan, with a goal of presenting a more concrete proposal to Town Meeting in May 2015.
- Chair Amoroso opened discussion on Special/Annual Town Meeting, specifically discussing the addition of an article to withdraw from Minuteman Regional School District. He reviewed the Selectmen's discussions with Minuteman's Asst. Supt. of Finance Kevin Mahoney that took place on February 24<sup>th</sup> and presented his analysis of the impact to Boxborough if the Minuteman District Agreement is revised. This analysis indicates that under a revised agreement Boxborough would have the largest increase in its assessment, proportionally, than any other town. He discussed the inequity of the DESE determined out-of-district tuitions and Minuteman's practice of accepting out-of-district students. The revised agreement is not in Boxborough's best interest. He is proposing that an article to withdraw from the Minuteman District, pursuant to the terms of the existing agreement be added to the warrant. He discussed the current withdrawal process & the proposed revised process and DESE control over this process, adding this article will provide voters the opportunity to voice their concerns. Member Stemple moved to re-open the Annual Town Meeting warrant to include an article to request that the Minuteman Regional School Committee draws up an amendment to the Agreement setting forth the terms by which Boxborough may withdraw from the District. Seconded by Member Gorman. **Approved 3-0.**
- The Selectmen determined that they would discuss the FY 2015 budget at their next meeting.
- There was a review of the Town Meeting timeline. It was noted that the Personnel Board will be in on March 17<sup>th</sup> for the public hearing on the proposed Personnel Plan Classification & Compensation schedules.

## NEW BUSINESS

- The Board passed over discussion of the Regional Animal Control Services.
- The Board took up approval of a Grant of Easement from Cynthia Wells, personal representative of the Estate of Leslie E. Gundersen to the Town of Boxborough, acting by and through its Conservation Commission. The easement is described as being: located at 430 Depot Road, Boxborough, Massachusetts, depicted as "10' Wide Access Easement" on the plan entitled: "Plan of Easement in Boxborough, Mass. Owned by Norman A. Gundersen," dated: March, 2012, and prepared by David E. Ross Associates, Inc., attached hereto as Exhibit A, and in those lands of Grantor depicted as Lot 6 on Land Court Plan 42703C]. Member Stemple moved to approve the grant of easement referenced above and accepted by vote of the Conservation Commission on March 5, 2014 and to authorize the Board of Selectmen Chair to execute on behalf of the Board. Seconded by Member Gorman. **Approved 3-0.**
- Member Stemple moved to accept with regrets and place on file the resignation of Sheila Bauer from the Public Celebrations and Ceremonies Committee effective immediately. Seconded by Member Gorman. **Approved 3-0.**

- Member Gorman moved to accept with regrets and place on file the resignation of Jeffrey Handler from the Boxborough Housing Board effective immediately. Seconded by Member Stemple. **Approved 3-0.**
- The Board took up the Boxborough Conservation Trust (BCTrust)'s request for a permit to serve wine and beer at the BCTrust Annual Meeting. Member Gorman moved to authorize the Boxborough Conservation Trust (BCTrust) to serve wine at its 2014 annual Meeting being held at the Sargent Memorial Library on April 6, 2014, subject to the conditions specified on the application and subject to approval by the Library Board of Trustees and further, to waive the fee. Seconded by Member Stemple. **Approved 3-0.**
- The Board took up the Boxborough District Minutemen Company's request for field use, common victualler and wine & beer permits for this year's Fifer's Day celebration. Chair Amoroso moved to approve the application of the Boxborough District Minuteman Company for a one-day wine and malt beverages license, subject to receipt of adequate insurance coverage, and to approve a temporary common victualler's license for Fifer's Day Festival, to be held on June 21, 2014 (rain date June 22, 2014), at Flerra Field; further to waive the fees associated with these licenses and for the athletic field permit. Seconded by Member Stemple. **Approved 3-0.**
- The Selectmen took up the Massachusetts Alcoholic Beverages Control Commission annual request to provide an estimate of temporary population. Chair Amoroso moved to authorize the execution of a letter to the Alcoholic Beverages Control Commission stating that acting under authority granted in MGL ch138 §17 as amended, the Board of Selectmen estimates that there will be no temporary increase to the resident population of the Town of Boxborough as of July 10, 2014; the population will remain at approximately 5,000. Seconded by Member Gorman. **Approved 3-0.**

#### **CORRESPONDENCE**

There was no discussion regarding communication materials.

#### **APPOINTMENTS (Continued)**

- Jeffrey Landgren, president of MassCOPS Local 200, was present to execute a successor agreement. Chair Amoroso moved to ratify the terms of the successor agreement between the town, acting by and through its Board of Selectmen and the Massachusetts Coalition of Police, MCOP Local 200 for the term July 1, 2012 – June 30, 2015, subject to funding by town meeting, and further to execute the letter of understanding related to the successor agreement, dated March 10, 2014. Seconded by Member Stemple. **Approved 3-0.** The Selectmen and MassCOPS Local 200 President Landgren executed the agreement.

#### **EXECUTIVE SESSION**

- At 8:50 PM, *Chair Amoroso stated that* that with respect to items 1 & 3 an open meeting would have a detrimental effect on the Selectmen's negotiating and bargaining position. Chair Amoroso moved to adjourn to executive session to consider the purchase of real estate (593 and 530 Mass Ave.); conduct a strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director); to discuss strategy with respect to collective bargaining and to adjourn immediately thereafter. He further noted Seconded by Member Stemple. **Approved 3-0 by a roll call vote: Gorman, aye; Stemple, aye; and Amoroso, aye.**

## SELECTMEN'S ANNOUNCEMENTS MARCH 10, 2014

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

- 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 12<sup>th</sup>**. More details will be provided in the coming months.
  
- The **Board of Selectmen will hold public hearings on Monday, March 17, 2014** in the Grange Meeting Room, Boxborough Town Hall.  
At 7:05 PM a joint hearing with the Personnel Board will be held to consider proposed revisions to the **Personnel Plan Classification and Compensation Schedules**. Immediately upon completion, the Board of Selectmen will hold a public hearing to consider a **Community Preservation Committee Bylaw**. All are welcome to attend. Proposed amendments will be available for review on the Town's website or on the bulletin board outside the Town Clerk's Office.
  
- **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 19<sup>th</sup>. 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.

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

- All dogs in Massachusetts are required to be licensed annually. **Today, March 10<sup>th</sup> was the deadline to renew your dog license.** Applications can still be obtained at Town Hall or downloaded from the town website. The base fee of a license is \$10 for a spayed or neutered dog; \$15 otherwise and there is *no license fee* for residents over seventy. However, due to recent bylaw changes if you have not already licensed your dog, you **will now be assessed a \$50.00 fine, for each dog, in addition to the base license fee. After March 20<sup>th</sup> this late assessment increases to \$75.00.** Applications and proof of rabies vaccination should be delivered to the Town Clerk's office at Town Hall.
- The Town of Boxborough is seeking qualified applicants for the position of **Summer Playground Director** for the Recreation Commission's summer playground program at Flerra Field. There are three openings to be filled. Submissions are due by March 24<sup>th</sup>. The complete job listing is posted on the Town's website (Home page, under "NEWS").
- Even though spring is around the corner, winter is still with us, so we have included links to some helpful winter 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.
- Boxborough's own Rachel Toups, Anastasia Monich and Annie Viggh brought home medals at the recent **SkillsUSA District** Competition as members of the Minuteman High School team. SkillsUSA is a national organization for vocational students which help students to develop their abilities, along with cultivating good citizenship, leadership, and poise. Senior Annie Viggh has made it to SkillsUSA Nationals for the past two years and we wish her and the other students the best of luck as they advance onto the state competition.
- The **Friends of the Council on Aging will hold its next speaker's luncheon** this Wednesday, March 12<sup>th</sup> at 12:00 noon at 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 128<sup>th</sup> Anniversary Meeting on March 14<sup>th</sup>** 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 (2), BITcom (4), Design Review Board (1 at-large member), Public Celebrations & Ceremonies Comm. (2), 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](mailto: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](mailto: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 call Laura Arsenault at the COA office 978-264-1717 to make a reservation for **FCoA Luncheon.**



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**March 10, 2014**  
**Boxborough Town Hall**  
**Grange Meeting Room**

**1. CALL TO ORDER, 7:30 PM**

**2. ANNOUNCEMENTS**

**3. APPOINTMENTS**

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

- a) Robert J. Bielecki, candidate for appointment as Police Officer, 7:30 PM  
*Further to the recommendation of Police Chief Ryder, move to appoint Robert J. Bielecki as Police Patrol Officer for a probationary term commencing March 11, 2014 and ending on March 10, 2015* **VOTE:**

- b) Jeffrey Landgren, president of MassCops Local 200, re: successor agreement, 9:00 PM  
*Move to ratify the terms of the successor agreement between the town, acting by and through its Board of Selectmen and the Massachusetts Coalition of Police, MCOP Local 200 for the term July 1, 2012 – June 30, 2015, subject to funding by town meeting, and further to execute the letter of understanding related to the successor agreement, dated March 10, 2014* **VOTE:**

- c) Citizens concerns

**4. MINUTES**

- a) Executive session, February 10, 2014 **ACCEPT & POF**  
b) Executive session, Contract Negotiating Team (Police Chief), February 20, 2014 **ACCEPT & POF**  
c) Executive session, February 24, 2014 **ACCEPT & POF**  
d) Executive session, Contract Negotiating Team (Fire Chief), February 24, 2014 **ACCEPT & POF**  
e) Executive session, Contract Negotiating Team (Police Chief), March 6, 2014 **ACCEPT & POF**

**5. SELECTMEN REPORTS**

**6. OLD BUSINESS**

- a) War memorials (Selectman Jim Gorman to lead discussion)
- b) Special/Annual Town Meeting  
(Including addition of proposed article to withdraw from Minuteman Regional School District)  
*Move to re-open the Annual Town Meeting warrant to include an article to request that the Minuteman Regional School Committee draws up an amendment to the Agreement setting forth the terms by which Boxborough may withdraw from the District* **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) Approval of Grant of Easement from Cynthia Wells, personal representative of the Estate of Leslie E. Gunderson to the Town of Boxborough, acting by and through its Conservation Commission [Located at 430 Depot Road, Boxborough, Massachusetts, depicted as "10' Wide Access Easement" on the plan entitled: "Plan of Easement in Boxborough, Mass. Owned by Norman A. Gundersen," dated: March, 2012, and prepared by David E. Ross Associates, Inc., attached hereto as Exhibit A, and in those lands of Grantor depicted as Lot 6 on Land Court Plan 42703C]  
*Move to approve the grant of easement referenced above and accepted by vote of the Conservation Commission on March 5, 2014 and to authorize the Board of Selectmen Chair to execute on behalf of the Board*

**VOTE:**

c) Resignation of Sheila Bauer from the Public Celebrations and Ceremonies Committee  
*Move to accept with regrets and place on file the resignation of Sheila Bauer from the Public Celebrations and Ceremonies Committee effective immediately*

**ACCEPT & POF**

d) Resignation of Jeffrey Handler from the Boxborough Housing Board  
*Move to accept with regrets and place on file the resignation of Jeffrey Handler from the Boxborough Housing Board effective immediately*

**ACCEPT & POF**

e) Boxborough Conservation Trust (BCTrust) – request for permit to serve wine and beer at BCTrust Annual Meeting, April 6, 4 – 7:30 PM  
*Move to authorize the Boxborough Conservation Trust (BCTrust) to serve wine at its 2014 annual Meeting being held at the Sargent Memorial Library on April 6, 2014, subject to the conditions specified on the application and subject to approval by the Library Board of Trustees, and further, to waive the fee*

**VOTE:**

f) Boxborough District Minutemen Company - Request for Fifer's day permits (field use, common victualler and wine and beer)  
*Move to approve the application of the Boxborough District Minuteman Company for a one-day wine and malt beverages license, subject to receipt of adequate insurance coverage, and to approve a temporary common victualler's license for Fifer's Day Festival, to be held on June 21, 2014 (rain date June 22, 2014), at Flerra Field; further to waive the fees associated with these licenses and for the athletic field permit*

**VOTE:**

g) Alcoholic Beverages Control Commission - request re: temporary population estimate  
*Acting under authority granted in MGL ch138 §17 as amended, the Board of Selectmen estimates that there will be no temporary increase to the resident population of the Town of Boxborough as of July 10, 2014; the population will remain at approximately 5,000*

**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**

- a) To consider the purchase or value of real estate (593 and 530 Mass Ave.)
- b) Strategy in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director)
- c) Strategy with respect to collective bargaining (all CBA's)

*Move to adjourn to executive session to consider the purchase of real estate; conduct a strategy session in preparation for negotiations with non-union personnel (Police and Fire Chiefs and DPW Director); to discuss strategy with respect to collective bargaining and to adjourn immediately thereafter*

**ROLL CALL**

**VOTE:**

[with respect to items 1 & 3, the Chair shall note that an open meeting would have a detrimental effect on the negotiating and bargaining position of the BoS]

## **12. ADJOURN**

3a



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

To: Board of Selectmen  
From: Warren B. Ryder, Chief of Police  
Date: March 3, 2014  
Re: Appointment of Police Officer

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I respectfully request the appointment of Robert J. Bielecki of Ayer, MA as a full time Police Officer. Robert will be filling the position created when Officer Pokornicki resigned last October to return to the Mendon Police Department.

A Police Officer Selection Committee was formed consisting of Sergeant O'Brien, Sergeant DiMauro, Sergeant Pelley and Selectman Fox who reviewed applications from 38 academy trained individuals. Six were selected for interviews with the committee. Two finalists were recommended for a comprehensive background investigation and an interview with me.

I have selected Robert Bielecki who holds an Associate's Degree in Criminal Justice from Middlesex Community College and has 13 years of full time Police Officer experience. Robert currently works for the Hopkington Police Department and previously was employed by the Littleton Police Department for 12 years.

This position plays an important role in providing the department with adequate staffing and keeping overtime expenses at a minimum. If you have any questions or comments please contact me anytime.

WBR/cop



# Town of Boxborough Police Department



Warren B. Ryder  
Chief of Police

February 21, 2014

Robert J. Bielecki

Robert,

I am pleased to present you a conditional offer of employment as a Full-Time Boxborough Police Officer. The starting salary for this position is \$21.28 per hour "step A2" plus educational incentives (10%) totaling \$23.40 per hour. This offer is contingent upon successful completion of a number of requirements, which may include but not limited to:

- Massachusetts Human Resources Division initial hire medical examination
- Pre-employment Psychological and drug screening tests
- Background investigation
- Appointment by the Board of Selectmen (March 10, 2014)

This position is probationary for the first twelve (12) months from the date of your appointment. If during that time your service were considered unsatisfactory, for any reason, you would be separated from employment with the Town of Boxborough.

I have scheduled you a tentative start date of March 11, 2014 at 0700HRS. We look forward to working with you as a Police Officer and we hope your career here will be an enjoyable and rewarding experience.

Sincerely,

Warren B. Ryder  
Chief of Police

Accepted by,

Robert J. Bielecki

Date: 2/21/14



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

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

The Boxborough Board of Selectmen and the Massachusetts Coalition of Police, MCOP Local 200 have reached an agreement on the terms of a successor agreement for the period July 1, 2012 through June 30, 2015 as reflected in the red-lined document "Subject to Town Meeting Funding".

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2014:

**For the EMPLOYER:**

**Board of Selectmen Negotiating Team**

**For the UNION:**

\_\_\_\_\_  
Vincent M. Amoroso, Chairman

\_\_\_\_\_  
Jeffrey C. Landgren, President

\_\_\_\_\_  
Leslie R. Fox



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

**JULY 1, 20092012 through JUNE 30, 20122015**

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

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

**ARTICLE 1 - DEFINITION OF BARGAINING UNIT**

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

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

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

**ARTICLE 2 - RECOGNITION**

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

**ARTICLE 3 - COMPLETE AGREEMENT**

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

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

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

#### **ARTICLE 5 - PERFORMANCE EVALUATION**

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

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

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

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

#### **ARTICLE 6 - JUST CAUSE**

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

#### **ARTICLE 7 - DRUG FREE WORKPLACE**

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

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

#### **ARTICLE 8 - DUTIES**

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

#### **ARTICLE 9 - SENIORITY**

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

#### **ARTICLE 10 - LAY OFF**

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

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

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

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

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

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

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

## **ARTICLE 11 - HOURS OF WORK**

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

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

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

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

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

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

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

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

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

## **ARTICLE 12 - WAGES**

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

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

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

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

**Effective July 1, 2012 (FY 2013):**

**PATROL OFFICERS:**

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

**SERGEANTS:**

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

**Effective July 1, 2013 (FY 2014):**

**PATROL OFFICERS:**

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

**SERGEANTS:**

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

**Effective July 1, 2014 (FY 2015):**

**PATROL OFFICERS:**

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

**SERGEANTS:**

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

**Section 4. SHIFT DIFFERENTIAL**

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

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

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

**Section 5. CAREER INCENTIVE PAY**

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

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

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

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

### **ARTICLE 13 - OVERTIME**

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

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

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

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

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

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

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

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

## ARTICLE 14 - PROMOTIONS

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

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

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

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

### Section 2. TEMPORARY PROMOTION

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

## ARTICLE 15 - DETAILS

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

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

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

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

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

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

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

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

## ARTICLE 16 - HOLIDAYS

The following days shall be considered paid Holidays:

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

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

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

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

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

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

#### ARTICLE 17 - VACATION

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

##### ACCRUAL SCHEDULE

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

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

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

Vacation time may be used in four-hour increments or as mutually agreed upon with the Chief.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 18 - SICK LEAVE

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

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

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

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

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

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

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

#### **ARTICLE 19 - JURY DUTY**

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

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

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

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

#### **ARTICLE 21 - MILITARY DUTY**

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

## ARTICLE 22 - PERSONAL LEAVE

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

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

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

## ARTICLE 23 - UNPAID LEAVE

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

## ARTICLE 24 - BENEFITS

### INSURANCE

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

Section 2. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars (\$10,000.00) coverage. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

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

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

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

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

## **ARTICLE 25 - SPECIAL ALLOWANCES**

### Section 1. Stand by duty.

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

### Section 2. Mileage Expense.

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

### Section 3. Uniform Allowance.

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

## **ARTICLE 26 - FITNESS**

Section 1. Each EMPLOYEE shall maintain his/her physical condition such that the EMPLOYEE can perform the duties required of a Boxborough EMPLOYEE. As such, each EMPLOYEE shall be examined annually by a physician selected and compensated by the EMPLOYER. The UNION will first

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

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

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

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

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

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

Section 2. The following is the grievance procedure:

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 28 - UNION DUES AND AGENCY SERVICE FEE**

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

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

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

**ARTICLE 29 - DURATION OF AGREEMENT**

The provisions of this Agreement will become effective July 1, ~~2009~~2012 and will continue in full force and effect through June 30, ~~2012~~2015, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, ~~2011~~2014, give notice in writing to the other party by certified or registered mail.

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

**SIGNATURES:**

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

Signed, this \_\_\_ day of May, 2014:

**For the EMPLOYER:**

**For the UNION:**

\_\_\_\_\_  
Vincent M. Amoroso, Chairman

\_\_\_\_\_  
Jeffrey C. Landgren, President

\_\_\_\_\_  
Robert T. Stemple, Clerk

\_\_\_\_\_  
Patrick S. Colburn, Vice President

\_\_\_\_\_  
Leslie R. Fox

\_\_\_\_\_  
Robert R. Romilly, Jr., Secretary

\_\_\_\_\_  
James J. Gorman

**ATTACHMENT A - COMPLAINT/GRIEVANCE FORM**

**Town of Boxborough  
Complaint/Grievance Form**

**Statement of Grievance (including date of occurrence):**

**Article & Section reference from Contract:**

**Statement of Remedial Action Sought**

**Supporting Evidence (list of enclosures):**

**Submitted by:**

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Date

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

AUTHORIZATION FOR PAYROLL DEDUCTION

**BY**

\_\_\_\_\_  
Last Name                      First Name      Middle Name

**TO**

TOWN OF BOXBOROUGH  
Employer

**EFFECTIVE**

**Date**

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

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



6a

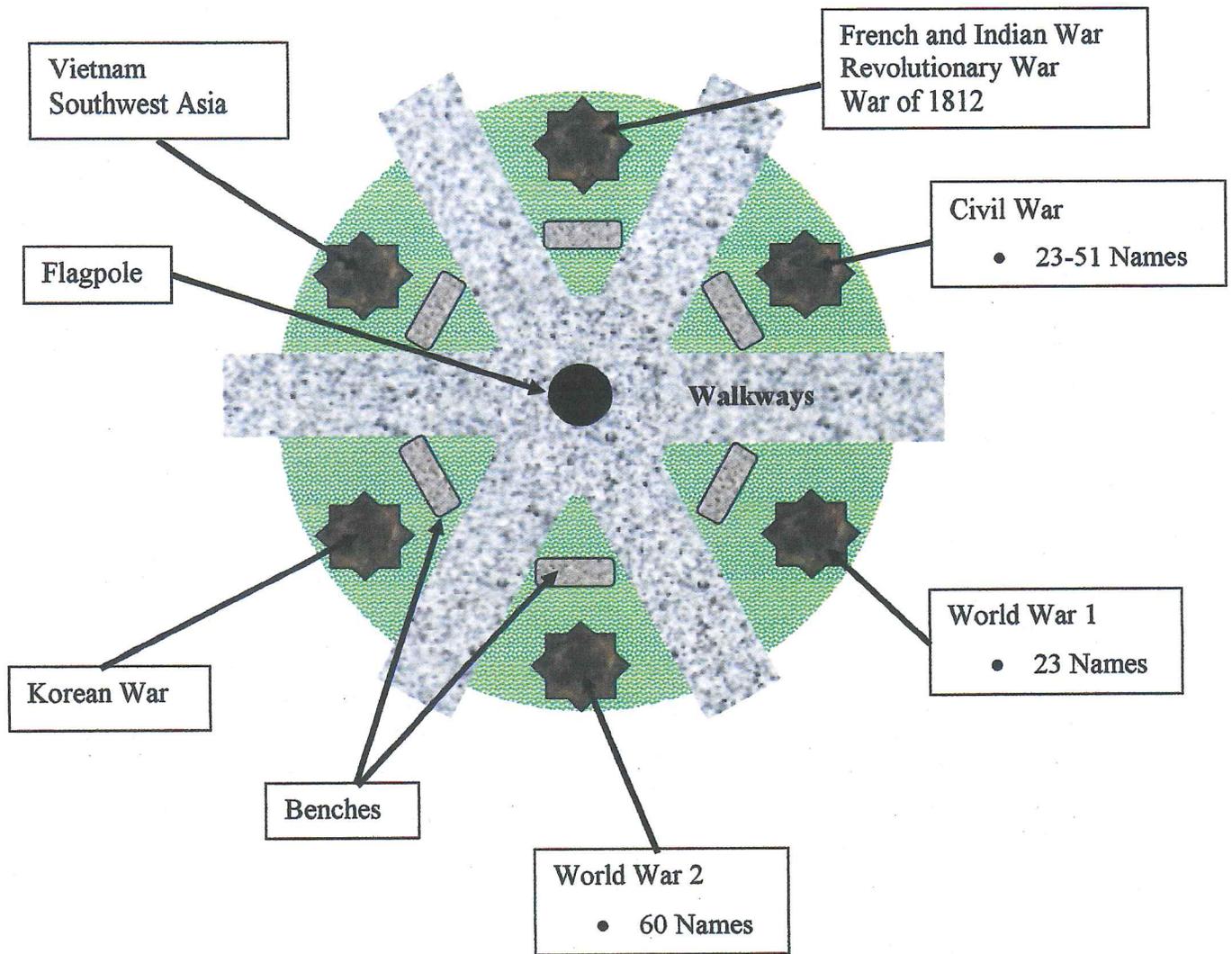
**Preliminary Proposal  
War Memorial for Town of Boxborough  
At the Town Common**

24 February 2014

J. Gorman



The basic idea is to place a circle of individual war memorials, similar in basic form to the existing WW1 memorial and in fact moving the current WW1 memorial to its indicated spot, around a flagpole at the Town Common. The several existing large pines would be removed and an area of pavers/gravel would be laid out approximately as shown, with six memorials and granite benches.



**Basic Assumptions:**

- We wish to memorialize all of Boxborough's War veterans in approximately equal measure, leading to a number of groupings between 4 and 8, depending upon how one wishes to organize the individual conflicts
- The existing WW1 memorial is a fitting model for the other required memorials
  - This boulder is ~ 5' x 5' x 4', setting a rough size standard
- The sixfold memorial and symmetry arrangement shown, allows a very roughly similar proportion for the individual monuments. The WW2 monument will have the most names, but can be provided with plaques on 2 or 3 faces to keep the size of the stone comparable to the WW1 monument, or the stone can have a more elongated aspect ratio.

### Location Considerations:

There are only a few places in Town with sufficient size and location appeal to be suitable for the War Memorial, but space and historical association considerations seem to favor the Town Common. With individual monuments being in the range of 5 ft. footprint diameter, it is hard to see the footprint of the entire war Memorial would be less than about 30ft. in diameter or breadth, and the proposed 60 ft. rough diameter seems to be more pleasing from a spacing viewpoint, with the idea of benches between or facing the individual monuments. We could make the whole arrangement significantly smaller by making a large subdivided wall with individual plaques for the different conflicts, but that would mean leaving out the WW1 memorial or perhaps expropriating its plaque for some larger monument. In any event, some alternative locations might be:

- **North Cemetery** – not enough space for even a consolidated memorial
- **Town Hall** – not enough space
- **South Cemetery** – possibly sufficient space for a smaller consolidated memorial, but if we decide to go with individual monuments, they would be scattered in and among a few niches, without an organizing principle or sense of totality.
- **Flerra Field** – plenty of space and a nice associate with Fifer's Day, but lacks the historical association.
- **Liberty Field** – plenty of space, but no historical association.

### Cost Elements:

- Tree removal and site preparation can be done by DPW in the course of normal activities.
- Individual monument boulders can be found in Town. Donny Morse already has identified the Civil War stone and I have identified several in my travels about Town so that I do not think we lack for native boulders of suitable size.
- Some significant research is required to identify satisfactory lists of names for all of the individual monuments. The list for the Civil War monument can plausibly be numbered at between 23 names and 51 names, with a less likely potential of 84 names, for reasons that can be discussed.
- The bronze plaques would need to be designed for the agreed-upon lists of names and allocated to the identified boulders. There are relatively attractive means of leaving space for future additions that should be considered for the more recent conflicts.
- The several bronze plaques with agreed-upon namelists and inscriptions would be cast at a suitable foundry and finished in whatever manner might be desired.
- The candidate boulders would be incised for their respective plaques and the plaques installed with bolts, grout or any other suitable means.
- The plaqued boulders would be arranged in the desired layout and the area finished off with suitable landscaping.
- Assuming that a flagpole is desired, such would be purchased and installed along with benches and such other accoutrements as may be desired (e.g. regimental medallions, flowerbeds or other niceties).

**Path Forward:**

- Review and editing of basic plan by interested parties
- Assign responsibility for key planning and execution elements
- Come to agreement on path and milestones
- Estimate cost of purchased items
  - Plaques
  - Stonework
  - Flagpole
  - Landscaping materials
- Begin sitework at any time DPW has slack
- Request appropriation at May 2015 ATM, or sooner if STM opportunity arises.

## **SECTION VIII ADMISSION OF NEW TOWNS**

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other town 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 the town of this Agreement as so amended. 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) 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 towns other than member towns 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 subsection FV(E) to the member towns.

## **SECTION XI FISCAL YEAR**

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.

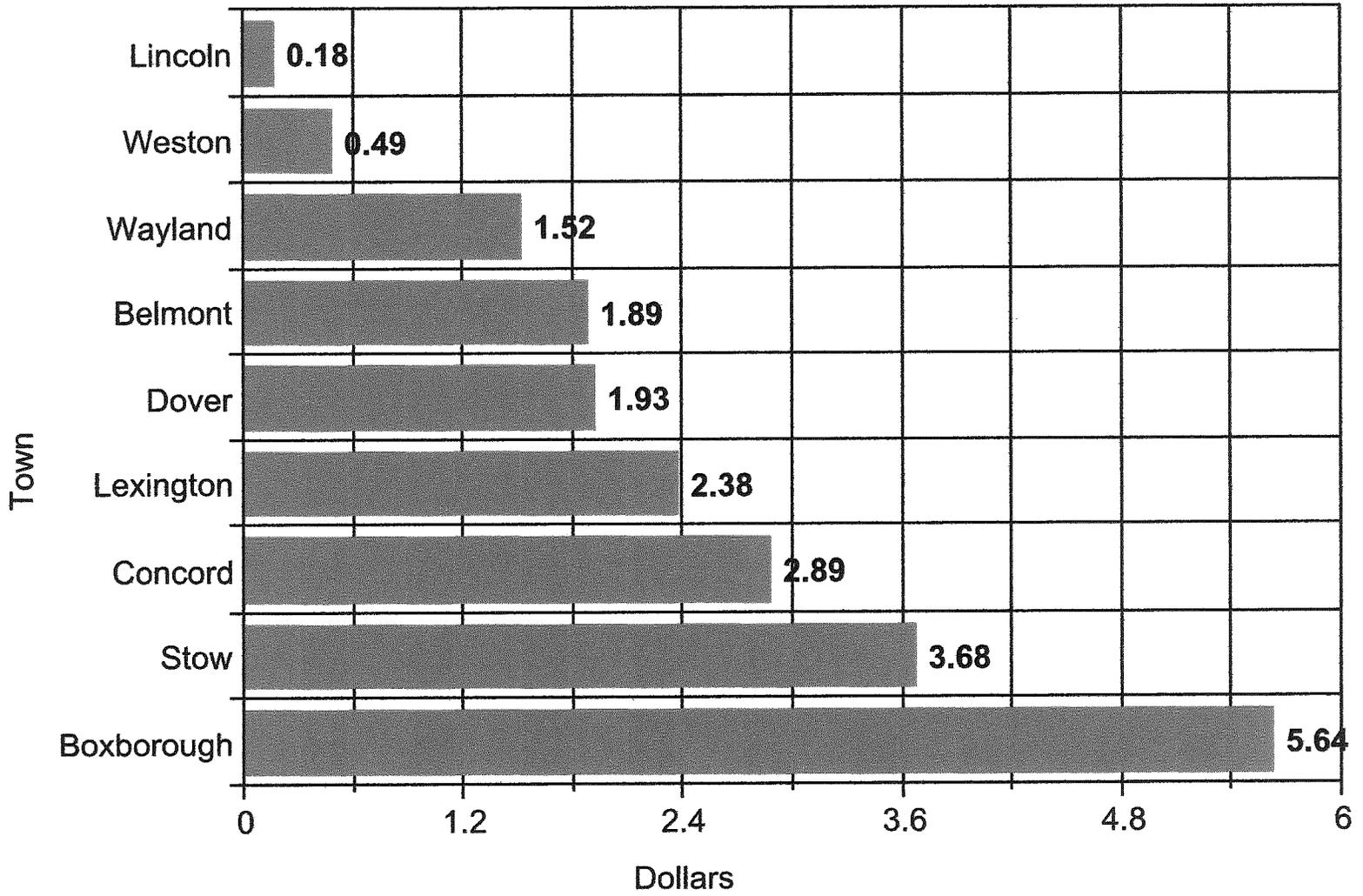
If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in



## MRSD FY 2015 Assessment

TOWN	Increase	Enrollment	Population	Per Capita Increase
Belmont	44,003	30	23,291	\$1.89
Boxborough	28,194	4	4,996	\$5.64
Concord	50,969	7	17,669	\$2.89
Dover	10,782	1	5,589	\$1.93
Lexington	74,765	47	31,394	\$2.38
Lincoln	1,168	5	6,362	\$0.18
Stow	24,271	22	6,590	\$3.68
Wayland	19,695	8	12,994	\$1.52
Weston	5,545	4	11,261	\$0.49

### MRSD Per Capita Increases



Kevin Mahoney, MRSD

**GRANT OF EASEMENT**

**Cynthia G. Wells, Personal Representative of the Estate of Leslie E. Gundersen**, late of Boxborough, Massachusetts (together, "Grantor"), in consideration of one (\$1.00) dollar paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to the TOWN OF BOXBOROUGH, a municipal corporation acting by and through its Conservation Commission with an address of 29 Middle Road, Boxborough, Massachusetts 01719, its successors and assigns (the "Town"),

WITH QUITCLAIM COVENANTS,

a perpetual access easement in that portion of Grantor's lands at 430 Depot Road, Boxborough, Massachusetts, depicted as "10' Wide Access Easement" on the plan entitled: "Plan of Easement in Boxborough, Mass. Owned by Norman A. Gundersen," dated: March, 2012, and prepared by David E. Ross Associates, Inc., attached hereto as Exhibit A, and in those lands of Grantor depicted as Lot 6 on Land Court Plan 42703C in such location as the Town and Grantor shall agree, for the purpose of allowing the Town, its agents, employees, representatives, contractors, licensees and invitees, which may include the public, to pass and repass, on foot and by non-motorized means, to and from lands of the Town, and to use the easement premises for passive recreational purposes and to do all other necessary acts incidental thereto, including clearing, inspecting, renewing, operating, and maintaining a trail thereon and trail signs or markers.

Grantor agrees not to interfere with, nor grant any other easements, leases or licenses to the easement premises that interfere with the Town's use of the easements granted herein, nor construct or maintain any permanent structures within the easement premises, without the prior written permission of the Town. Any easements, leases or licenses granted in violation of this provision shall be null and void, and any such structures shall be removed by the owner at the Town's request.

It shall be the responsibility of the Town, and not the Grantor, to maintain and repair, as necessary, the herein described Easement,

All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

For Grantor's title see Deed registered as Document No. 1653260 on Certificate of Title No. 254973 registered with said Deeds in Registration Book 1441, Page 129.

Executed as an instrument under seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Cynthia G. Wells, Personal Representative  
Estate of Leslie E. Gundersen

STATE OF \_\_\_\_\_

\_\_\_\_\_ County:

On this \_\_\_\_ day of March, 2014, before me, the undersigned notary public, personally appeared Cynthia G. Wells, 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, attached or within document and acknowledged to me that she signed it voluntarily for its stated purpose, as Personal Representative of the Estate of Leslie E. Gundersen,

\_\_\_\_\_  
Notary Public:  
My commission expires:

ACCEPTANCE

The Town of Boxborough, acting by and through its Conservation Commission, pursuant to the authority granted by G.L. c.40, §8C, hereby accepts the foregoing Grant of Easement from Cynthia G. Wells, Personal Representative of the Estate of Leslie E. Gundersen, for the purposes stated therein.

TOWN OF BOXBOROUGH  
CONSERVATION COMMISSION

David M. Koonce

Charlene Golder

Hop Stuart

\_\_\_\_\_

\_\_\_\_\_

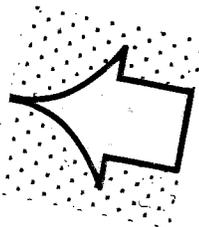
N. Hanover

\_\_\_\_\_

Approved:

TOWN OF BOXBOROUGH  
BOARD OF SELECTMEN

By: \_\_\_\_\_  
Its: Chairman



**SIGN  
HERE**

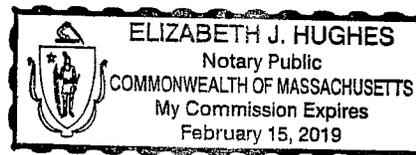
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this 6<sup>th</sup> day of March, 2014, before me, the undersigned Notary Public, personally appeared Norman Hanover, who proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a member of the Conservation Commission of the Town of Boxborough.

Elizabeth J. Hughes  
(Official Signature and Seal of Notary)

463513/BOXB/0001



**COMMONWEALTH OF MASSACHUSETTS**

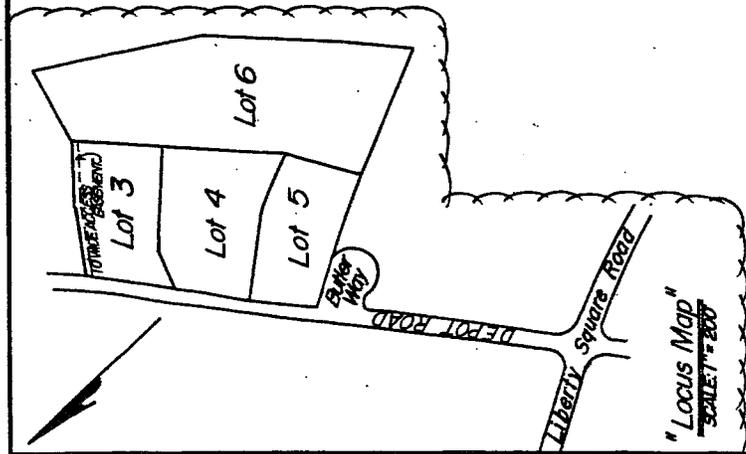
Middlesex, ss.

On this 10<sup>th</sup> day of March, 2014, before me, the undersigned Notary Public appeared Vincent M. Amoroso, who proved to me through satisfactory evidence of identification, which was personal knowledge to be the named party who signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Board of Selectmen of the Town of Boxborough, Massachusetts.

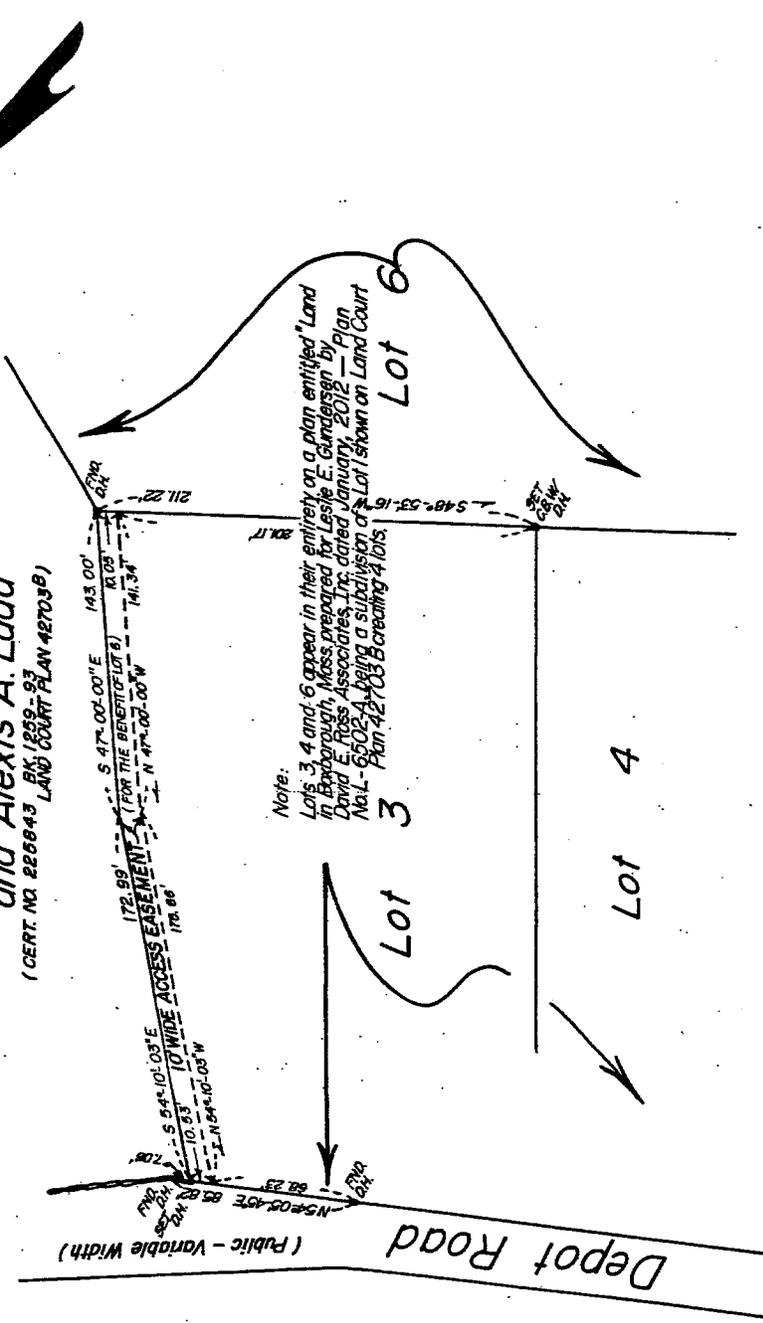
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Cheryl A. Mahoney, Notary Public  
My commission expires: November 21, 2014

# EXHIBIT A



**Mark E. Luthringshauser  
and Alexis A. Ladd**  
(CERT. NO. 226643 BK. 1259-93  
LAND COURT PLAN 42703A)



**Note:**  
Lots 3, 4 and 6 appear in their entirety on a plan entitled "Land in Exhamborough, Mass. prepared for Leslie E. Gundersen by plan David E. Ross, Associates, Inc. dated January, 2012, and dated May 11, 2012, being a subdivision of a Lot shown on Land Court Plan 42703A creating 4 lots"

**M.G.L. Ch. 881X Surveyor's Certificate:**  
I hereby certify that the property lines shown on this plan are the lines dividing existing ownerships, and the lines of the streets and ways shown are those of public or private streets or ways already established, and that no new lines for the division of existing ownerships or for new ways are shown.

1/20/2016 Date  
[Signature] Surveyor

**Boxborough Planning Board**

APPROVAL UNDER SUBDIVISION CONTROL LAW

NOT REQUIRED C-4, S-81-P

Easement Plan - No Encroachment Required.

SEE SURVEYOR'S CERTIFICATE.

PLAN OF EASEMENT IN  
**Boxborough, Mass.**  
OWNED BY  
**Norman A. Gundersen**  
SCALE: 1"=40'

**David E. Ross Associates, Inc.**  
MARCH 2016  
CIVIL ENGINEERS  
LAND SURVEYORS  
ENVIRONMENTAL CONSULTANTS  
P.O. BOX 388-11/FIC-6/URS-10-A/ST-MASS 01838  
(TEL. NO. 978-778-6232)

JOB NO. 86984

1"=40'

0 50 100 120  
F E E T

0 5 10 15 20 25 30 35  
M E T E R S

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

3/20/2016 DATE

1/20/2016 DATE

SURV. S.B.R. CALC. D.I.L. DATED P.L.T. CAT. M.Q.M. DEED. CERT. NO. 230499

189, 362-37 REF. L-8502-A

Land Court Plan 42703A



7c

**Selina S. Shaw**

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**From:** Sheila Bauer [sheilacbauer@gmail.com]  
**Sent:** Friday, February 28, 2014 7:42 PM  
**To:** Selina S. Shaw  
**Cc:** AB  
**Subject:** PCCC  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

Hi Selina,

It is with regret that I write to let you know that I am resigning from my position on the Public Celebrations and Ceremonies Commission. I have thoroughly enjoyed my service to the committee and look forward to returning one day. At this time though, I need to put more focus and attention on my new business and feel that ultimately, I will not be able to fulfill my duties on the committee.

Please let me know if I need to take any further steps. I had already informed Trena in a separate email.

Many thanks,  
Sheila Bauer



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**Selina S. Shaw**

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**From:** Al Murphy [almur10@verizon.net]  
**Sent:** Tuesday, March 04, 2014 10:03 AM  
**To:** 'Jeff Handler'  
**Cc:** 'Diane E. Friedman'; 'Joan Meyer'; 'Ron Vogel'; Channing Wagg; Les Fox; Robert D. Ludovico; Elizabeth Hughes; Selina Shaw  
**Subject:** RE: BHB

Dear Jeff,

I am very sorry to see you go. Thank you very much for all the work that you have done and the guidance that you have provided. I wish you well in your new home.

The BHB won't be the same without you.

Al

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**From:** Jeff Handler [mailto:JHandler@smoc.org]  
**Sent:** Monday, March 03, 2014 4:46 PM  
**To:** 'Al Murphy'  
**Subject:** BHB

Hi Al,

I'm sad to say that my tenure on the Housing Board must come to an end. I'm closing on my Boxborough house in mid-April. Please accept this email as a formal resignation as a member of the Boxborough Housing Board. I can't begin to list all the things I've learned and how much I've enjoyed working with you and other members of the board. The BHB has done great things for the community and has so much to be proud of. I wish you and the board all the luck and can't wait to see what eventually emerges on Stow Road. March will be my last month as an official member of the BHB. Thanks for everything.

Jeff

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The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer.

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3/4/2014



7e

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

February 28, 2014

No. \_\_\_\_\_

TO THE LICENSING/PERMITTING AUTHORITIES:

The undersigned hereby applies for a License/Permit in accordance with the provisions of the Statutes relating thereto  
The Boxborough Conservation Trust (BCTrust)

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

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE/  
PERMIT IS  
REQUESTED

To The BCTrust requests a permit to serve wine and beer at the Annual Meeting of  
the BCTrust membership during the social segment of the meeting that will be  
held on Sunday, April 6, 2013 from 4 - 7:30P.

GIVE LOCATION  
BY STREET  
AND NUMBER

At The Sargent Memorial Library meeting room / 427 Mass Ave 01719

in said Town of Boxborough

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The Boxborough Conservation Trust (BCTrust)

Rita Gibes Grossman, President

\*Signature of Individual  
or Corporate Name (Mandatory)

FIN 04-3399935

By: Corporate Officer  
(Mandatory, if Applicable)

\*\* Social Security # (Voluntary)  
or Federal Identification Number

\* This license/permit will not be issued unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received 2/28 2014

Hour A.M. \_\_\_\_\_

P.M. 12

Signature of Applicant

BCTrust, 650 Mass Ave, 01719

Address

Approved \_\_\_\_\_ 20\_\_

License/Permit Granted \_\_\_\_\_ 20\_\_

### **Special Event License/Permit**

#### **Conditions for the serving (not selling) of wine and beer**

Said beverages shall be consumed only at the stated premises.

Servers shall require proper identification.

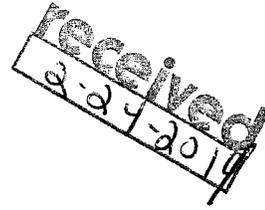
Glasses/Cups used for wine and beer shall be visibly different than those used for non-alcoholic beverages.

There shall be a limit of two (2) glasses of wine or beer per person.

7F

Board of Selectman  
Town of Boxborough  
Boxborough, MA

February 21, 2014



Re: Fifes Day Permits- June 21, 2014

Enclosed are for permits for one day liquor and victualler licenses. These are for use on Fifers Day, which is scheduled for June 21,2014

We will shortly begin the process of applying for a food services permit from the Nashoba Board of health. Will also apply for the necessary insurance cover as we have done in the past. We will forward the insurance certificate to the town administrator upon receipt. Understand that the issue of permits is contingent upon the receipt of the insurance certificate.

Fifers Day is a great community event in Boxborough and the Minuteman are proud of the part we play in making it happen each year.

The Minuteman respectfully ask the Board of Selectman to grant the permits and to waive the permit fees. If you have any questions, I can be reached at 2074683129 or by email at [jmf729@comcast.net](mailto:jmf729@comcast.net).

I very much appreciate your support of this request

Regards

James M Faulkner

Lieutenant, Boxborough District Minutemen Company

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

2/18, 2014

No. \_\_\_\_\_

TO THE LICENSING/PERMITTING AUTHORITIES:

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

BOXBOROUGH DISTRICT MINUTE MAN COMPANY

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

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE/  
PERMIT IS  
REQUESTED

To COMMON VICTOROLLER'S LICENSE on June 21<sup>st</sup> 2014  
(rain date June 22, 2014)

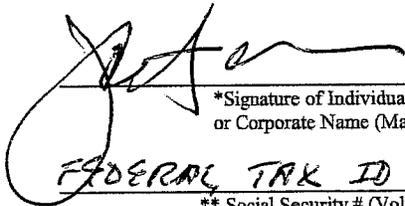
GIVE LOCATION  
BY STREET  
AND NUMBER

At FLEENA FIELD

in said Town of Boxborough

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.



\*Signature of Individual  
or Corporate Name (Mandatory)

FEDERAL TAX ID 900744605

\*\* Social Security # (Voluntary)  
or Federal Identification Number

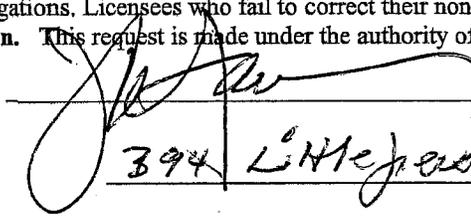
LIEUTENANT, BOXBOROUGH DISTRICT  
By: Corporate Officer MINUTE MAN  
(Mandatory, if Applicable)

\* This license/permit will not be issued unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency **will be subject to license suspension or revocation.** This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received 2/24 2014

Hour A.M. \_\_\_\_\_  
P.M. \_\_\_\_\_

  
Signature of Applicant  
394 Littlejohn Rd. BOXBOROUGH, MA  
Address

Approved \_\_\_\_\_ 20\_\_

License/Permit Granted \_\_\_\_\_ 20\_\_

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

2/18, 2014

No. \_\_\_\_\_

TO THE LICENSING/PERMITTING AUTHORITIES:

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

BOXBOROUGH DISTRICT MINUTEMAN COMPANY

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

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE/  
PERMIT IS  
REQUESTED

To Sell BEER AND WINE ON FRIEDAY 6/21/14  
BETWEEN 10 AM AND 8 PM  
(RAIN DATE 6/22/14)

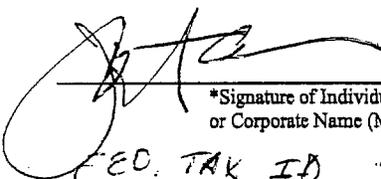
GIVE LOCATION  
BY STREET  
AND NUMBER

At FLERRA FIELD

in said Town of Boxborough

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

  
\_\_\_\_\_  
\*Signature of Individual  
or Corporate Name (Mandatory)

LIEUTENANT, BOXBOROUGH DISTRICT  
\_\_\_\_\_  
By: Corporate Officer  
(Mandatory, if Applicable) MINUTEMAN

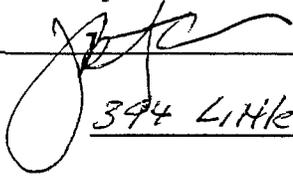
FED. TAX ID 900744605  
\_\_\_\_\_  
\*\* Social Security # (Voluntary)  
or Federal Identification Number

\* This license/permit will not be issued unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received 2/24 2014

A.M. \_\_\_\_\_  
Hour \_\_\_\_\_  
P.M. \_\_\_\_\_

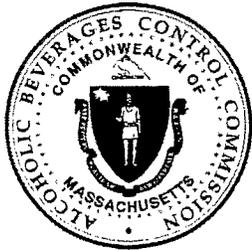
  
\_\_\_\_\_  
Signature of Applicant  
394 LITTLEFIELD RD. BOXBOROUGH, MA  
\_\_\_\_\_  
Address

Approved \_\_\_\_\_ 20\_\_

License/Permit Granted \_\_\_\_\_ 20\_\_



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*The Commonwealth of Massachusetts  
Department of the State Treasurer  
Alcoholic Beverages Control Commission  
Boston, MA 02114*

**Steven Grossman**  
*Treasurer and Receiver General*

**Kim S. Gainsboro, Esq.**  
*Chairman*

**TO: Local Licensing Authorities**

**FROM: Ralph Sacramone, Executive Director**

**RE: Population Estimates for Seasonal Licenses in 2014**

**DATE: October 18, 2013**

Your attention is directed to M.G.L. Ch. 138 §17, which provides that an estimate of temporary increased resident population shall be made prior to March first, in any year. This population estimate is used to establish a quota of seasonal package goods stores licensed under M.G.L. c. 138 §15. Enclosed is a form to be used for this purpose.

Please complete and return the enclosed form to this office by March 31, 2014. You should be aware that in the absence of this estimate, no seasonal package store license may be granted.

If you have any questions regarding this information or process, please contact Patricia Krueger at ext. 718 or Ralph Sacramone at ext. 731

TOWN: BOXBOROUGH

DATE: March 10, 2014

Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, Massachusetts 02114

To the members of the Alcoholic Beverages Control Commission:

Acting under authority contained in M.G.L. Ch. 138, §17, as amended the undersigned local licensing

authority at a meeting held March 10, 2014, estimated that the

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Date of Meeting)

Temporary increased resident population of BOXBOROUGH  
(City or Town)

As of July 10, 2014 will be 5,000  
(Estimate Resident Population)

This estimate was made and voted upon by the undersigned at a meeting called for the purpose, after due notice to each of the members of the time, place, and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

**THE ABOVE STATEMENTS ARE MADE UNDER THE PENALTIES OF PERJURY**

Very truly yours,  
Local Licensing Authorities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CERTIFICATION MUST BE SIGNED BY A MAJORITY OF THE MEMBERS OF THE LOCAL LICENSING AUTHORITIES.

8a



**Internal Communications and Outgoing Communications  
March 10, 2014**

**NONE**

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**Minutes, Notices and Updates  
March 10, 2014**

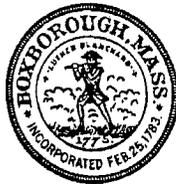
**Minutes**

1. Minutes of the Zoning Board of Appeals meeting held November 19, 2014.
2. Minutes of the Personnel Board meeting held February 19, 2014.
3. Minutes of the Finance Committee meetings held February 10, 2014 and February 24, 2014.

**Notices**

1. Notice – A quorum of the Board of Selectmen and/Finance Committee may be present for the Planning Board meeting held March 3, 2014.
2. Notices of Finance Committee meetings:
  - a. Held March 3, 2014
  - b. To have been held March 4, 2014 [Snow date – not needed]
  - c. To be held March 10, 2014
  - d. To be held March 11, 2014.
3. Notices of Board of Selectmen Contract Negotiating Team [Executive Session] meetings:
  - a. Held March 6, 2014 [Police Chief Warren Ryder]
  - b. Held March 10, 2014 [DPW Director Garmon]
4. Notice of a Recreation Commission meeting to be held March 11, 2014.
5. Notice of an Agricultural Commission meeting to be held March 11, 2014.
6. Notice of Personnel Board meetings:
  - a. To be held March 12, 2014
  - b. To be held March 17, 2014 [Quorum Notice – Selectmen’s meeting]
7. Notice of a Steele Farm Advisory Committee meeting to be held March 13, 2014.
8. Legal Notice of Board of Selectmen public hearings to be held March 17, 2014:
  - a. To consider proposed revisions to the Personnel Plan Classification and Compensation Schedules.
  - b. To consider a general bylaw to establish a Community Preservation Committee.
9. Job Posting – Summer Playground Director.
10. Save the Date Notice – MBTA Advisory Board meeting to be held March 19, 2014.

8c



**General Correspondence**  
**March 10, 2014**

**NONE**