

**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**June 16, 2014**

**Approved: June 30, 2014**

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; Susan Bak, Member; Les Fox, Member; and Jim Gorman, Member

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

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

Chair Amoroso called the meeting to order at 7:32 P.M. in the Grange Meeting Room of Town Hall.

**ANNOUNCEMENTS**

Chair Amoroso read the announcements.

**APPOINTMENTS**

- David Lindberg, Inspector of Buildings was present to update the Selectmen on the status of Steele Farm house repairs. SFAC Chair, Bruce Hager and member Ed Whitcomb were also present. Lindberg reviewed the previous discussions on this matter. He and Engineer Val Prest have inspected the damage. Eng. Prest has confirmed that this damage could be attributed to water infiltration and freezing issues. BICAO Lindberg reviewed Eng. Prest's initial recommendations. At a minimum, the damaged sections must be stabilized. Eng. Prest has submitted a proposal and estimate for his consultation services. BICAO Lindberg provided information on the potential construction costs. Stabilizing repairs could run between \$15,000-\$18,000, including the engineering fees. There was discussion on the future of the building, preserving Steele Farm & the potential costs and getting support for this work. The building is structurally unsafe and professionals should be hired to make these repairs. Chair Amoroso moved to authorize the expenditure of \$1,830.00 for engineering consulting services; to investigate both temporary & permanent repairs and the potential costs of these repairs. Seconded by Member Stemple. **Approved 5-0.**
- DPW Director Tom Garmon was present to discuss the status of Chapter 90 paving bids, Transfer Station - bulk permit fees, fees for second stickers, and viability of pilot program to allow a number of Stow residents to use the transfer station. Dir. Garmon was asked to begin with the status of the Ch. 90 paving bids. He reported that he has met with the Town Engineer and she is developing a Bid template to use going forward. The Town Eng. supports doing Reed Farm first. She has confirmed that there is no way of knowing what is under the roadway until it is opened up and that these unknowns could increase the cost. Dir. Garmon suggested that we wait to until these costs are known to determine how much Ch. 90 money will be left after Reed Farm is completed before committing to the other projects. Member Gorman noted that he has discussed these concerns with Dir. Garmon and Vicki Franz. He confirmed that the Reed Farm project is more complicated than initially thought. There was discussion on the Ch. 90 Bid process components and timeline for Reed Farm. They would be looking to start paving in September. There was discussion as to how the Reed Farm project could affect the other proposed paving projects – cost, the process components and potential timeframe(s). There was discussion about seeking estimates and putting out bid packets while Reed Farm is under construction. Bids could be obtained but held if funds were unavailable. Audience members also provided their input. Discussion turned to Transfer Station matters. Dir. Garmon reported that we are wrapping up the 1<sup>st</sup> year of tracking bulk item disposal & the related fees. We only have prior years disposal tonnage amounts not the distribution of bulk items. It was suggested that a 10 year "look-back" be compiled. Dir. Garmon noted this could be created however significant research would be needed, requiring additional work-hours. Prior to implementing this program we were the only town in the area not charging for bulk disposal. There is a concern that non-residents would dispose of bulk items that they would have to pay for otherwise. It was agreed that issuing vouchers and tracking usage would still occur even if fees were eliminated. The consensus was to wait for additional data. More research is needed and as this is a "pay as you go" program no immediate action is necessary. The intention is to have Dir. Garmon back in late October to present his research. Discussion moved on to sticker fees and specifically, charging for a 2<sup>nd</sup> sticker. Tracking indicates that only 64 households paid for a 2<sup>nd</sup> sticker in FY 14. Consensus was that the generated revenue was nominal. Member Gorman moved to eliminate the fee for second transfer station stickers for FY 15. Seconded by Member Stemple. **Approved 5-0.**

Chair Amoroso opened the discussion on whether to charge for Transfer Station usage, in general. He reviewed the previous discussions on this matter – including that “stickers” revenue cover only 2/3<sup>rd</sup> of the facility’s operating costs and if provided as a general service to all residents the impact per household on real estate taxes would be roughly \$50/\$60 annually. The Selectmen were polled and the consensus was to leave the FY 15 program in place and track the impact of eliminating the 2<sup>nd</sup> sticker and bulk usage vouchers going forward. Changes should be made gradually, in stages. Chair Amoroso reviewed the previous discussions on a proposal to allow Stow residents access to our Transfer Station. DPW Garmon confirmed that reporting requirements for the current grant program could prove a hindrance. Former Selectman Kristin Hilberg advised that she had been the BoS Transfer Station liaison and voiced her concern about the potential volume increases. More review could be done and a pilot program could be launched in the fall. Again, Dir. Garmon could come back in the fall to report on this.

- Donald McPherson, owner of Minute Man Air Field (MMAF) and MMAF Commissioners Jim Baum and Greg Sheets were present to provide an update on airport operations and the related commercial & community activities. Airport Study Comm. Chair, Anne Canfield was also present. An update on MMAF activities was distributed to the Selectmen. McPherson opened with a description of the runway re-build project currently underway. The footprint of the runway is unchanged. The old asphalt is being recycled (pulverized) back into the surface materials. Due to the support of our local legislators and Mass Aeronautics they received significant financial support for this project so that MMAF should only have to absorb 20% of the cost. They anticipate being back in operation by the end of the month. McPherson invited the Selectmen to the ribbon cutting ceremony and their 45<sup>th</sup> anniversary celebration. They will continue to service only smaller, piston-engine, planes, no jets. Only 15 acres are for airfield operations the rest (appx. 225 acres) is set aside as passive/agricultural uses, conservation or buffer areas. These uses include the installation of a solar project and six family farms (include the Stanley Farm off of Stow Road in Boxborough). They discussed the MMAF Board’s responsibilities and the members’ qualifications and experience. Safety is their number one concern; however another component of MMAF’s mission is to boost the local economy. Small airports are important to local economies and the businesses that use the MMAF facilities generate \$ 2.8 million in annual payroll. They discussed some of their outreach & fundraising activities and the access they provide to health & public safety aviation services. There was discussion on the effort to resolve the conservation issues in Boxborough and the ongoing Stanley parcel concerns. McPherson responded to the Selectmen’s queries concerning economic trends and how MMAF survived the downturn in the last few years. ASC Chair Canfield commended the MMAF for their various community events. She clarified that the air field actually ends at Stow line and all of the land situated in Boxborough is agriculturally zoned.
- The Selectmen took up the appointment /re-appointment of various board members terms effective July 1, 2014 through June 30, 2017, unless otherwise noted. It was determined that the Selectmen would speak to the individual appointees, if present, and then vote the slate -  
Kathie Becker and Bryon Clemence were present to be considered for re-appointment to the Agricultural Commission. They spoke to their experience while serving on the AgCom and how they were pleasantly surprised by the amount of agricultural activity still taking place in Town.  
Kristin Hilberg and Michael Toups were present to be considered for re-appointment to the Zoning Board of Appeals. Hilberg spoke to her experience serving on this Board. [ZBA Alternate Christian Habersaat was not present but had communicated his willingness to continue to serve.]  
William Sutcliffe was present to be considered for re-appointment to the Cemetery Commission  
Keshava Srivastava was present to be considered for re-appointment to the Energy Committee. [Fellow EnCom member, Santiago Tapas-Perez, had been present earlier but had to leave]  
Owen Neville, was present to be considered for re-appointment to the Public Celebrations and Ceremonies Committee. Neville spoke about the various PCCC activities.  
Personnel Board Chair Anne Canfield was present to recommend that the Selectmen appoint Hugh Fortmiller to the Personnel Board. Fortmiller had been unable to attend.  
Further to the recommendation of the Personnel Board Chair Amoroso moved to appoint Hugh Fortmiller to the Personnel Board and to further appoint the individuals presented for re-appointment tonight for terms effective July 1, 2014 through June 30, 2017, with the exception of Christian Habersaat’s re-appointment as ZBA alternate which shall be for a term effective July 1, 2014 through June 30, 2015. Seconded by Member Stemple. **Approved 5-0.** Town Clerk Markiewicz was present to swear in those that were present.
- No one asked to speak under the Citizens concerns.

#### MINUTES

- Member Gorman moved to accept the minutes for the regular sessions of April 28, 2014 & June 2, 2014, as revised and the executive session of June 2, 2014, as written. Seconded by Member Stemple. **Approved 4-0-1 (Bak abstained).**

## SELECTMEN REPORTS

- Member Bak reported that she attended Finance Forum last week. It was very helpful and informative. There were several breakout sessions for new Selectpersons. One in particular, explored engaging the community. There was discussion of her observations and previous outreach efforts. Low voter turnout and lack of attendance at public meetings was also discussed.
- Member Fox reported that he and TA Shaw met with representatives from Littleton & Westford regarding economic development efforts. The primary focus of this recent meeting was public transportation. This working group meets periodically. He noted that building support for a formal economic development effort is a slow process.

He also reported that he attended a Housing Institute event with Town Planner Dechesneau last week in Devens. There was useful information on development. The MassHousing Partnership sponsored the event and used our Stow Road RFP as an example for these discussions.

Member Fox also reported that at Friday's planned system-wide shutdown – part of the server upgrade went well. The Town continues to experience some issues with the Verizon line(s) which Verizon is working to resolve. Guardian and Chief Ryder are on top of this.

- Member Stemple reported on the June 12<sup>th</sup> Steele Farm Advisory Comm. The SFAC will be losing Judi Resnick, reducing the board down to three members. There was a lot of concern about the house's foundation issues. There was also concern that the community needs to understand that this property has historic value and money is needed to preserve it. SFAC needs community cooperation to make this happen.
- Member Gorman reported that a resident approached him during a dog walk voicing concern about building materials being stored along Middle Rd for quite some time. He brought these concerns to BICAO Lindberg, who was aware of the materials and provided him with an explanation.

He also reported that he had met with DPW Dir. Garmon regarding the items discussed earlier this evening.

Member Gorman also reported that Well Being Committee efforts were focused on working on Social Service Coord. RFP at last week's meeting.

- Chair Amoroso reported that the meeting to discuss the Minuteman Regional School District issues will be on Wednesday. DESE Deputy Comm. Wulfson and Minuteman Supt. Bouquillon will be present so this is a unique opportunity to get answers; understand the mechanism if Boxborough choses to withdraw and the possible repercussions. FinCom's Neal Hesler & Dilip Subramanyam will be attending and ABTSC member Maria Neyland may also be present. The Selectmen were asked to forward any questions to TA Shaw which she will compile for Wednesday night's discussion. Minuteman Rep. Cheryl Mahoney provided an update on Minuteman matters and distributed materials to augment this information.

## OLD BUSINESS

- The Selectmen took up assigning FY 15 Liaisons responsibilities. It was determined that Member Bak would assume most of Member Suleiman's former responsibilities with some exceptions and there were a few shifts among the other members. Chair Amoroso will assume Suleiman's Energy Committee assignment; Member Fox will take over BLF 2<sup>nd</sup> position from Member Gorman; Member Gorman will take over DPW responsibilities from Chair Amoroso. Chair Amoroso moved to approve the FY 15 Board of Selectmen Liaison List, as revised. Seconded by Member Stemple. **Approved 5-0.**

Though not on the agenda, it was noted during these liaison discussions that Collective Bargaining negotiations will begin in FY 15. TA Shaw was asked to investigate costs related to a professional negotiator for these negotiations.

## NEW BUSINESS

- The Selectmen took up several Reserve Fund Transfer requests and other fiscal "housekeeping" items:
  - ◇ Chair Amoroso moved to forward to the Finance Committee for approval the request to transfer \$8,958.42 from the Reserve Fund to account #001-145-5100-5112, Treasurer Salary. Seconded by Member Stemple. **Approved 5-0.** There was a friendly amendment and Chair Amoroso moved to revise the amount in this motion to \$8,960.00 Seconded by Member Stemple. **Approved 5-0.**
  - ◇ Member Stemple moved to forward to the Finance Committee for approval the request to transfer \$8,162 from the Reserve Fund to account #001-610-5200-5242, Library Building Repair and Maintenance. Seconded by Member Fox. **Approved 5-0.**

- ◇ Pursuant to MGL Ch. 44 §33B Member Stemple moved to transfer \$5,145.00 from 001-192-5100-5114, Town Hall Clerical Salary to 001-192-5200-5242, Town Hall Repairs and Maintenance to cover the cost of unanticipated repairs at the Town Hall including the replacement of 2 septic system pumps (\$4,668). Seconded by Member Gorman. **Approved 5-0.**
- The Selectmen took up a request for a permit to consume wine and beer on Town property at Picnic Street and Hill Road (Blanchard staff end of year luncheon). Chair Amoroso moved to authorize the consumption of wine and beer on Town property located at Picnic Street and Hill Road on June 18 from 1- 4 PM subject to the conditions listed on the permit. Seconded by Member Stemple. **Approved 5-0.**
- The Board took up the ratification and execution of several Department Head Contracts:
  - ◇ Chair Amoroso moved to ratify and execute the successor agreement for DPW Director Thomas S. Garmon, for a term commencing July 1, 2014 and ending on June 30, 2017. Seconded by Member Stemple. **Approved 5-0.**
  - ◇ Member Gorman opened discussion on possibly adding alternative “renewal” language to “TERM” section of Fire Chief Randolph T. White’s successor agreement. Upon discussion the Selectmen determined that a “renewal notice clause” would not be incorporated into this successor agreement. Member Gorman moved to ratify and execute the successor agreement for Fire Chief Randolph T. White, for a term commencing July 1, 2014 and ending on August 31, 2018, without renewal notice clause. Seconded by Member Fox. **Approved 4-0-1 (Stemple abstained)**
  - ◇ Chair Amoroso moved to ratify and execute the successor agreement for Police Chief Warren B. Ryder, for a term commencing July 1, 2014 and ending on June 30, 2017. Seconded by Member Gorman. **Approved 5-0.**
- The Board took up the execution of several documents related to the transfer of the Blanchard School to the A-B Regional School District. It was confirmed that Town Counsel has advised that these documents are in proper form.
  - ◇ *Grant of Title 5 Covenant and Easement (by the Region)*  
Chair Amoroso moved to accept the foregoing Grant of Title 5 Covenant and Easement concerning the land at 493 Massachusetts Avenue, Boxborough, Massachusetts. Seconded by Member Gorman. **Approved 5-0.**
  - ◇ *Grant of Title 5 Covenant and Easement (by the Town)*  
Chair Amoroso moved to grant the foregoing Grant of Title 5 Covenant and Easement concerning the land at 427 Massachusetts Avenue, Boxborough, Massachusetts to the Acton-Boxborough Regional School District. Seconded by Member Stemple. **Approved 5-0.**
  - ◇ It was noted that the Selectmen had previously voted (5/22/14) to authorize the BoS Chair to execute documents as reasonably necessary, so Chair Amoroso executed the Assignment & Assumption of Operating Agreements and the Bill of Sale & Assignment.
- Member Fox moved to authorize the BoS Chair to execute the lease agreement with the United Church of Christ, Congregational (UCC), Boxborough, MA for the use of the Fellowship Hall as a community center for a three-year term commencing July 1, 2014 and ending on June 30, 2017; and further to authorize the BoS Chair to execute a Memorandum of Agreement with the U.C.C. related to the removal of snow from the premises. Seconded by Member Stemple. **Approved 5-0.**
- Chair Amoroso moved to designate Town Treasurer Patrick McIntyre as the Boxborough representative to the Minuteman Nashoba Health Group Board. Seconded by Member Stemple. **Approved 5-0.**
- There was discussion on a recent IRS ruling on amounts earned through the Senior Tax Work-Off Programs. This amount must now be included in a taxpayer’s gross income and the IRS has been auditing communities that offer similar programs and there are penalties for a town’s failure to comply. A draft letter to participants was reviewed and no changes suggested. It was clarified that the Town is only be required to report this income to the IRS and that MassDOR does not consider this income/wages.

#### **CORRESPONDENCE**

- Member Fox advised that Town Planner Dechesneau will be researching House Bill 1859 – “Zoning Reform” referred to in the Stow Planning Board’s legislative letter of June 3<sup>rd</sup>.

#### **CONCERNS OF THE BOARD**

- Member Stemple advised that Oscar’s Burritos Grill is open and the food was delicious.

#### **ADJOURN**

- At 10:20 PM, Member Gorman moved to adjourn. Seconded by Member Stemple. **Approved 5-0.**



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**June 16, 2014**  
**Boxborough Town Hall**  
**Grange Meeting Room**

**1. CALL TO ORDER, 7:00 PM**

**2. ANNOUNCEMENTS**

**3. APPOINTMENTS**

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

- a) David Lindberg, Inspector of Buildings, to provide update on status of Steele Farm barn repairs, 7:05 PM
- b) Tom Garmon, DPW Director, to discuss status of paving bids, bulk permit fees, fees for second transfer station stickers, and viability of pilot program to allow a number of Stow residents to use the transfer station, 7:15 PM  
*Move to eliminate/maintain/modify the fees for the disposal of "bulk" items* **VOTE:**  
*Move to eliminate/maintain/modify the fee for second transfer station stickers* **VOTE:**
- c) Donald McPherson, owner of Minute Man Air Field (MMAF) and MMAF Commissioners Jim Baum and Greg Sheets to provide update on airport operations, 7:30 PM
- d) Various board members to be considered for (re) appointment for terms effective **July 1, 2014 through June 30, 2017, unless otherwise noted** (starting at ≈ 7:45 PM)
  - i. Kathie Becker, Agricultural Commission **VOTE:**
  - ii. Bryon Clemence, Agricultural Commission (tentative) **VOTE:**
  - iii. Kristin Hilberg, Zoning Board of Appeals **VOTE:**
  - iv. Michael Toups, Zoning Board of Appeals **VOTE:**
  - v. Christian Habersaat, Zoning Board of Appeals, alternate member (July 1, 2014 – June 30, 2015) **VOTE:**
  - vi. William Sutcliffe, Cemetery Commission **VOTE:**
  - vii. Keshava Srivastava, Energy Committee **VOTE:**
  - viii. Santiago Tapas-Perez, Energy Committee **VOTE:**
  - ix. Owen Neville, Public Celebrations and Ceremonies **VOTE:**
  - x. Hugh Fortmiller, newly proposed member to the Personnel Board (in abstentia); recommended by Anne Canfield, Personnel Board Chair **VOTE:**
- e) Citizens concerns

**4. MINUTES**

- a) Regular session, April 28, 2014 **ACCEPT & POF**
- b) Regular session, June 2, 2014 **ACCEPT & POF**
- c) Executive session, June 2, 2014 **ACCEPT & POF**

**5. SELECTMEN REPORTS**

**6. OLD BUSINESS**

- a) BoS Liaisons

## 7. NEW BUSINESS

- a) Reserve Fund Transfers
- i. Treasurer Salary  
*Move to forward to the Finance Committee for approval the request to transfer \$8,958.42 from the Reserve Fund to account #001-145-5100-5112, Treasurer Salary* **VOTE:**
  - ii. Library Building Repair and Maintenance  
*Move to forward to the Finance Committee for approval the request to transfer \$8,162 from the Reserve Fund to account #001-610-5200-5242, Library Building Repair and Maintenance* **VOTE:**
- b) Inter-departmental transfer pursuant to MGL ch 44 §33B  
*Pursuant to MGL ch 44 §33B, move to transfer \$5,145.00 from 001-192-5100-5114, Town Hall Clerical Salary to 001-192-5200-5242, Town Hall Repairs and Maintenance to cover the cost of unanticipated repairs at the Town Hall including the replacement of 2 septic system pumps (\$4,668)* **VOTE:**
- c) Permit to consume wine and beer on Town property at Picnic Street and Hill Road (Blanchard staff end of year luncheon) on June 18 from 1- 4 PM  
*Move to authorize the consumption of wine and beer on Town property located at Picnic Street and Hill Road on June 18 from 1- 4 PM subject to the conditions listed on the permit* **VOTE:**
- d) Ratification and Execution of Department Head Contracts
- i. DPW Director Thomas S. Garmon (7/1/14 – 6/30/17)  
*Move to ratify and execute the successor agreement for DPW Director Thomas S. Garmon, for a term commencing July 1, 2014 and ending on June 30, 2017* **VOTE:**
  - ii. Fire Chief Randolph T. White (7/1/14 – 8/31/18)  
Review alternative language, including and excluding renewal notice clause  
*Move to ratify and execute the successor agreement for Fire Chief Randolph T. White, for a term commencing July 1, 2014 and ending on August 31, 2018, with/without renewal notice clause* **VOTE:**
  - iii. Police Chief Warren B. Ryder (7/1/14 – 6/30/17)  
*Move to ratify and execute the successor agreement for Police Chief Warren B. Ryder, for a term commencing July 1, 2014 and ending on June 30, 2017* **VOTE:**
- e) Execution of documents related to the transfer of the Blanchard School to the Acton-Boxborough Regional School District
- i. Grant of Title 5 Covenant and Easement (by the Region)  
*Move to accept the foregoing Grant of Title 5 Covenant and Easement concerning the land at 493 Massachusetts Avenue, Boxborough, Massachusetts* **VOTE:**
  - ii. Grant of Title 5 Covenant and Easement (by the Town)  
*Move to grant the foregoing Grant of Title 5 Covenant and Easement concerning the land at 427 Massachusetts Avenue, Boxborough, Massachusetts to the the Acton-Boxborough Regional School District* **VOTE:**
  - iii. Assignment and Assumption of Operating Agreements
  - iv. Bill of Sale and Assignment  
[BoS voted on May 22 to authorize Chair to execute documents as reasonably necessary (iii and iv)]
- f) Lease of Fellowship Hall from the United Church of Christ, Congregational, Boxborough, MA  
*Move to authorize the BoS Chair to execute the lease agreement with the United Church of Christ, Congregational (UCC), Boxborough, MA for the use of the Fellowship Hall as a community center for a three-year term commencing July 1, 2016 and ending on June 30, 2017; and further to authorize the BoS Chair to execute a Memorandum of Agreement with the U.C.C. related to the removal of snow from the premises* **VOTE:**

- g) Designate Town Treasurer as the Boxborough representative to the Minuteman Nashoba Health Group Board

*Move to designate Town Treasurer Patrick McIntyre as the Boxborough representative to the Minuteman Nashoba Health Group Board*

**VOTE:**

- h) Senior Tax Work-Off Program, discussion regarding federal tax liability

**8. CORRESPONDENCE**

**ACCEPT & POF**

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

**9. PRESS TIME**

**10. CONCERNS OF THE BOARD**

**11. ADJOURN**



**SELECTMEN'S ANNOUNCEMENTS**  
**JUNE 16, 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.
- > Tonight kicks off the Board of Selectmen's **annual appointment process** for the fiscal year beginning July 1. We will be meeting with Boxborough citizens who have expressed an interest in serving the town. These various committees provide the backbone to town government, which could not succeed without the valuable contributions of its citizens. We applaud those who continue to dedicate their time to the operations of the town.  
We are aware of vacancies which will need to be filled on the following committees: Airport Study Committee (1), ZBA (1 alternate member), Housing Board (1), Conservation Commission (1), Design Review Board (1 at-large member), Public Celebrations & Ceremonies Committee (2), Recreation Commission (2), and the Steele Farm Advisory Committee (3).  
Please consider participating. You will find it to be a worthwhile and rewarding experience. Remember Town Government Begins with You !!
- > The **2014 Boxborough Fifer's Day** celebration will be this Saturday, June 21<sup>st</sup>. The day commences with the Fifer's 4 Mile Road Race; followed by a parade. The Public Celebrations & Ceremonies Committee would to invite everyone to march in the Fifer's Day Parade. You can make a float, decorate a truck, drive your unique car, ride a bike or just walk along. Kids are encouraged to decorate & ride their bikes. The Parade kicks off from the Blanchard School parking lot and marchers will be lining up at 10:30 AM. The Parade will end at Fiera Field for a ceremony which the 2014 Golden Fire Winner and the 2014 Parade Marshall will be recognized for their service to our community. Contact PCCC Chair Treva Minudri ([ab1712@yahoo.com](mailto:ab1712@yahoo.com)) if you need more information.  
The Fifer's Day Fair will commence at noon and include food and barbecue, children's games and activities, a volley ball tournament, booths representing Town organizations, and a local craft fair. There will be music throughout the afternoon. For information go to [www.fifersday.org](http://www.fifersday.org).

- > **FY 2015 Transfer Station sticker applications are now being accepted.** If you did not receive an application with your Real Estate Tax Bill, they can be obtained at Town Hall, the Transfer Station or downloaded from the Town's website. Please refer to the application for an explanation of fees. For those who have already submitted their applications, as in years past, the next distribution of the FY 15 stickers will take place at the rear of Town Hall on Saturday, June 28<sup>th</sup> from 8:00 AM to 4:00 PM., at Town Hall not at the Transfer Station. Please note - you can only receive your sticker if your application has been submitted and processed by the Tax Collector. Also stickers can only be affixed to the vehicle identified on the application. Applications will not be accepted at these distribution events or at the Transfer Station.

- > Residents also 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 Housing Board will be hosting a MCO informational session on Tuesday, July 1<sup>st</sup> at 6:30 PM here at Town Hall to provide information on a one (1), 3-bedroom Affordable Housing Unit at 61 Codman Hill Road (Craftsman Village) and the Massachusetts **Affordable Housing Lottery** process, in general, for those eligible to participate. Information and application materials are available in the Planning office and on the Town's website. For additional information, please contact Town Planner, Adam Dechesneau or Maureen O'Hagan at MCO at 978-456-8388 or [lolleyrinfo@mcoshousing.com](mailto:lolleyrinfo@mcoshousing.com).
- > The **2013 Boxborough Town Report** is now available at Town Hall and the Library. It can also be downloaded from the town's website.
- > The organizers of this year's **Boxborough Harvest Fair** are looking for someone to help with Publicity. If you think you could help out please contact Beth Fettermen 978-274-5350.
- > The **Acton-Boxborough Farmers' Market** is back for its sixth season. The market is located on Pearl Street just off of Mass Ave./Route 111 in West Acton Village and will be open on Sundays from 10 AM to 1 PM.

- Comcast has informed the Selectmen that effective August 1, 2014, there will be a \$5.00 increase to \$25.00 for their **Collection Charge** for past due balances and unreturned equipment. Please refer to your Comcast/xfinity invoice for details.
- **Save the Date...**  
The DPW will be conducting a **Hazardous Waste Day** on Saturday, October 4<sup>th</sup> from 9:00am-1:00pm at the DPW barn. More details will be provided in the coming months.
- **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.
- Contact information is available on the town's website: <http://www.boxborough-ma.gov> or you may call Town Hall at 978-264-1700 if you have any questions.
- If you wish to find out more about **volunteer opportunities** on Town boards or committees contact Town Administrator Selina Shaw at: [sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)
- For more information regarding **Affordable Housing Lottery** for the unit at the Craftsman Village please contact Town Planner, Adam Dechesneau at 978-264-1723 or [adchesneau@boxborough-ma.gov](mailto:adchesneau@boxborough-ma.gov) or Maureen O'Hagan at MCO Housing Services at 978-456-8388 or [lotteryinfo@mcohousing.com](mailto:lotteryinfo@mcohousing.com).
- **Board of Selectmen meetings are broadcast on both Comcast's Channel 9 and Verizon's Channel 39.** Residents can also tune-in and view the public meetings playback schedule, to find out when a particular meeting is scheduled for broadcast.
- For more information on **FY 15 Transfer Station Application, Bulk Item Disposal Vouchers and Hazardous Waste Day** please go to the Town's website, the Transfer Station's webpage or contact the DPW at 978-264-1790.



3a

**BOXBOROUGH BUILDING DEPARTMENT**  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: (978) 264-1725 · Fax: (978) 264-3127  
David Lindberg, Inspector of Buildings

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TO:        Boxborough Board of Selectmen  
            Selina Shaw, Town Administrator

DATE:     June 16, 2014

## **Steele Farm**

### **Partial Foundation Collapse- Update**

**Recap:** At the June 2, 2014 Board of Selectmen meeting, the Board authorized me to have a structural engineer look at the present condition of the stone foundation under the Levi Wetherbee house at Steele Farm.

**Update:** On June 4<sup>th</sup> I met with Mr. Val Prest, owner of Groton Engineering, to begin the survey. Also present at that meeting were Bruce Hager, Ed Whitcomb, and Alan Rohwer. Mr. Prest spent more than an hour and a half touring the house- from the basement to the attic- carefully observing how the structure was built and how it has aged over two hundred and thirty years.

Mr. Prest confirmed that there is water making its way through the foundation, from Middle Road toward the barn, which is dislodging the foundation stones through freeze/thaw cycles. The foundation wall opposite the one that collapsed is bowing and is in danger of also failing as this cycle continues. Further, he noted, the exterior foundation walls are starting to bow inward- which signifies that a similar condition exists around the perimeter.

**Stabilization:** The immediate, short term action required to protect the house is to stabilize the chimney to prevent it from collapsing down through the house. This would be done by inserting steel beams under the structure of the chimney. They would be supported by cribbing, wood beams stacked in a square pattern under each end of each beam. Most of the stone that had collapsed would need to be removed, as well as the defunct heating system, in order to stabilize the chimney.

**Preservation:** Long term, if the goal is to protect and restore the house, a large scale foundation restoration or replacement will need to be undertaken.

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# GROTON ENGINEERING, LLC

## PROFESSIONAL SERVICES AGREEMENT

### PARTIES

This Agreement is between:

and

Town of Boxborough

Town Hall, 29 Middle Rd.

Boxborough, MA 01719

Represented By: David Lindberg, Inspector of Buildings

Groton Engineering, LLC

11 Highland Road

Groton, MA 01450-2125

hereinafter "CLIENT"

hereinafter "COMPANY"

### PROJECT LOCATION AND OBJECTIVE

**Location:**

1784 Levi Wetherbee Farmhouse

484 Middle Road

Boxborough, MA 01719

**Purpose:**

Assess conditions and furnish report for Foundation renovations to farmhouse

**Proposal Number: P14-018**

### SCOPE OF SERVICES

COMPANY agrees to provide Professional Services as outlined on Attachment A.

### FEE

CLIENT agrees to compensate COMPANY for the Professional Services specified under the above SCOPE as follows:

**Estimated Fee: \$1,830.00**

*NOTE: This proposal is valid for a period of 90 day from the date the COMPANY representative signed it.*

Prior to commencement of services, CLIENT shall pay COMPANY a deposit of \$366. This deposit will be applied to CLIENT's final invoice for Professional Services rendered. *Final payment shall be made upon delivery of stamped design documents.*

### ENDORSEMENT

CLIENT has read, understands and agrees to all of the above, and has read, understands and agrees to the Scope of Services, the Conditions of Professional Services Agreement, and the Fee Schedule, all of which are attached, incorporated herein and made a part of this Agreement.

**CLIENT:**

authorized endorser

By: Town of Boxborough

09-Jun-14

Contact Name: David Lindberg, Inspector of Buildings

Voice: 978-264-1725

Fax: 978-264-3127

Email: dlindberg@boxborough-ma.gov

**COMPANY:**

authorized endorser

By: Lynwood V. Prest, P.E.

09-Jun-14

Project Manager: Lynwood V. Prest, P.E.

Voice: (978) 448-3863

Cell Ph: (978) 302-1794

email: grotoneng@gmail.com

### STRUCTURAL ENGINEERING

11 Highland Road, Groton, MA 01450-2125 • Phone (978) 448-3863 • email: grotoneng@gmail.com



# GROTON ENGINEERING, LLC

## ATTACHMENT "A"

### Scope of Services:

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#### **Preliminary Design:**

The COMPANY had an initial site visit & discussion with the CLIENT to view and photograph conditions, determine the scope of work, provide this proposal/contract, conduct associated administrative work as is needed. The overall scope is to review the collapsed and adjacent fieldstone foundations, the center chimney then provide a report for initially stabilizing them and then for permanently repairing them. There will also be some discussion about the floor and roof framing conditions.

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**Estimated cost for this phase: \$700.00**

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#### **Final Design:**

The COMPANY shall provide a report of existing foundation and floor framing conditions, a suggested, temporary stabilization method to protect the chimney, then of a method of permanent repairs to restore the structural integrity of the foundation walls. The COMPANY's end product will be three stamped copies of the report for the CLIENT's use. Any revisions by the CLIENT to the documents requiring additional engineering work by the COMPANY shall be charged as an Extra Service.

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**Estimated cost for this phase: \$1,130.00**

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#### **Construction:**

No inspection work by the COMPANY is included. If any work is performed by the COMPANY during the construction phase, including but not limited to site visits, discussions with the general contractor, reviewing foundations and framing, it shall be provided as an Extra Service at the rates shown below. As per the Commonwealth of Massachusetts State Building Codes, if the farmhouse is defined to be a residential structure then these services are not required. If it is defined to be a commercial structure then those services will be required.

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#### **Extra Services:**

Extra services including but not limited to drafting, solicitation of construction bids, site inspections, meetings with the CLIENT and/or Town Boards, and modifications to the report are to be charged to the CLIENT at the hourly rates shown on the HOURLY RATE SCHEDULE attached and are not covered under this original proposal.

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**Total Estimate: \$1,830.00**

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STRUCTURAL ENGINEERING

11 Highland Road, Groton, MA 01450-2125 • Phone (978) 448-3863 • email: grotoneng@gmail.com



# GROTON ENGINEERING, LLC

STRUCTURAL ENGINEERING

11 HIGHLAND ROAD, GROTON, MA 01450  
(978) 448-3863 grotoneng@gmail.com

## HOURLY RATE SCHEDULE for Contracted Structural Engineering Services

### LABOR

Category	Rate (\$ per hour)
Supervising Structural Engineer with P.E.	\$150.00
Company Principal	\$150.00
Expert Witness Work	\$250.00
Licensed Professional Engineer (P.E.)	\$150.00
Project Engineer	\$100.00
Computer Drafting	\$100.00
Administrative Support	\$80.00

Fees for professional services are based on the hourly rates shown above with time kept to the nearest quarter hour. Overtime, as specifically requested by CLIENT, is charged at 1.5 times the hourly rate.

### Reimbursable Expenses

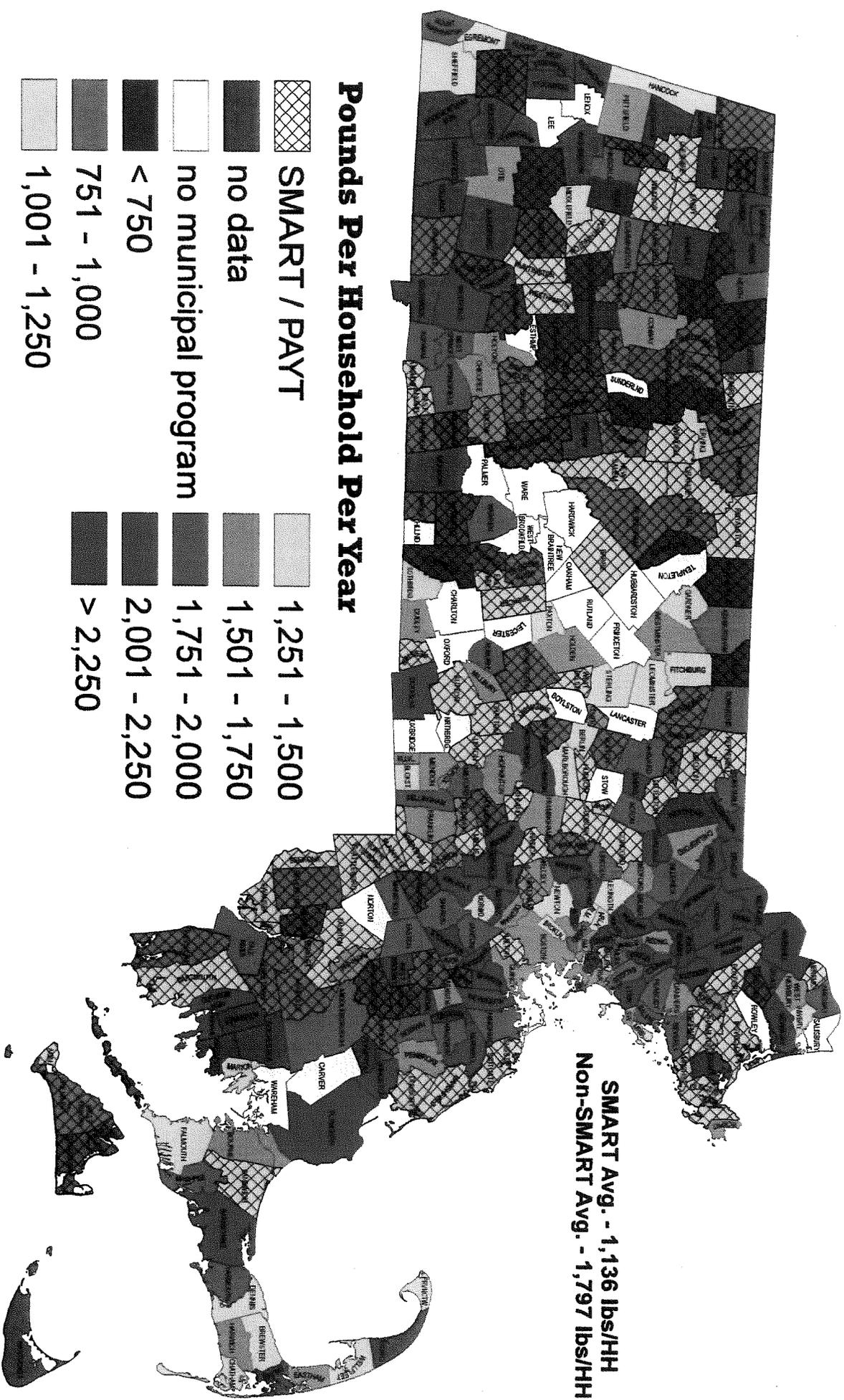
Reimbursable expenses such as subcontracted consultants / contractors, researching products, courier services, photographic/reprographic services, and travel expenses are additional to this Agreement and are charged at cost plus 20 percent.



CALENDAR YEAR 2012		CALENDAR YEAR 2013	
TOTAL TONS	AVE TONS WEEKLY	TOTAL TONS	AVE TONS WEEKLY
1433.77	27.57	1285.26	24.71
BULK ITEMS IN TONS		BULK ITEMS IN TONS	
	177.01		217.21
FISCAL YEAR 2013		FISCAL YEAR 2014	
CRT'S & WHITE GOODS TONS		CRT'S & WHITE GOODS TONS	
	58.85		10.40



# How Much Trash Did We Throw Out in 2012?



Map by David Quinn, Tonnage/HH Data from MassDEP CY2012 Solid Waste and Recycling Survey & DEP Municipal Assistance Coordinators; Massachusetts Municipalities from MassGIS





**Your 24 Hour All Weather Public Use Airport**



**Dedicated on July 1, 1969**

***"To be a safe and pleasant facility for pilot and non-pilot visitors;***

***To be a social and economic asset to the communities we serve."***



**[www.minutemanairfield.com](http://www.minutemanairfield.com)**

30



*Our original dedication continues to be our Mission today:*

~ ~ ~

***Boosting the ECONOMY,***

***Serving the COMMUNITY,***

***Nurturing the ENVIRONMENT***

***SINCE 1969!***



## Some Stats

- 240 Acres in Total of which Airport uses 15 Acres
- 2 – 10 Plane Tee Hangars
- 2 – Heated Hangars (12,800 sq ft)
- 65 Based Planes & Helicopters (Capacity 105)
- 6,500 sq ft of Office Space
- 2,300 sq ft Restaurant Space
- But the 'Real Story' is about people and community...





## Minute Man is overseen by a nine member volunteer Airport Commission

- Jim Baum, Co-Chair, Boxborough, Executive, Airport Study Committee
- Dr. Robert Glorioso, Co-Chair, Stow, 'Retired' Corporate Executive
- Mike Hoeffler, Bolton, Retired Raytheon Executive
- Scott Lewis, Littleton, Corporate Executive
- Geoff Lull, Acton, Entrepreneur
- Jeff Nutting, Franklin, Franklin Town Manager
- Dr. Jeffrey Parker, Sudbury, Lincoln Lab Researcher
- Eric Rolfe, Arlington, Raytheon Executive, Neighbor Liaison
- Dr. Gregory Sheets, Boxborough, Executive, Conservation Commission Liaison



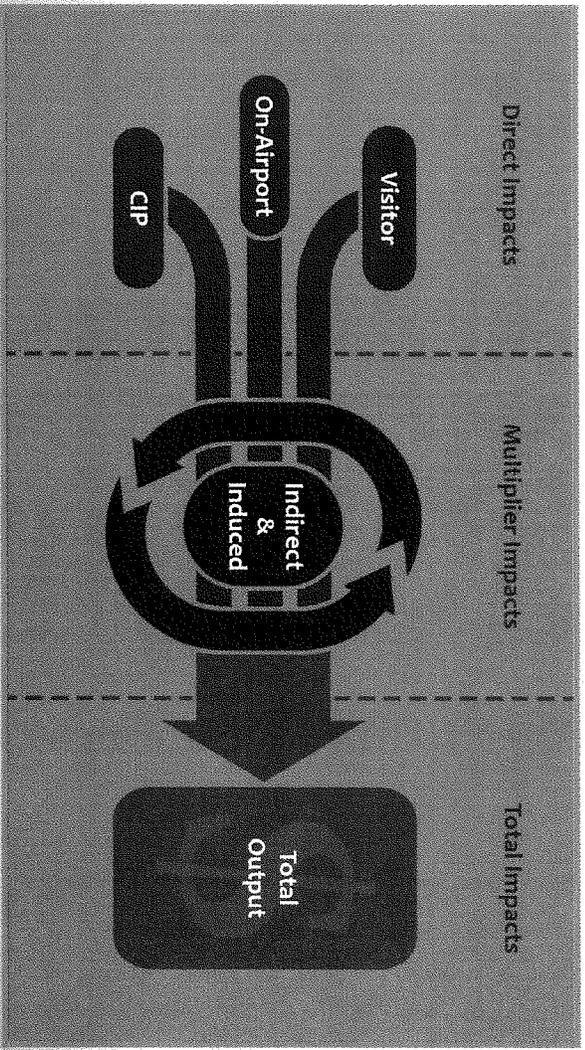
## ***Boosting the ECONOMY,***

- 35 Jobs on the field provided by:
  - Stow Aviation Services – Fuel, Storage & Pilot Services
  - Noble AirVentures – Flight School, Rentals & Aircraft Maintenance
  - Skyline Air Charter exclusively in Cirrus aircraft
  - Magenta Flight Training – Advanced Simulator Training
  - Enflight – Flight Planning Software
  - BabyCakes Bakery – Boxborough resident owned ‘incubated’ out
  - Nancy’s at the Airfield – Nationally Acclaimed Restaurant!
  - GROW – Roll-Off Containers
  - Hoban Home Improvements
  - Candle in a Window – Home Products and ‘Home Sitting’
  - CSD – Services and Products to the laser printing industry
  - SAS Welding Studio – Fulfilling your artistic vision in metal
  - AESOP Engineering – Restoration and Sales of ‘tube type’ radios



### Statewide Airport Economic Impact Study 2011 Minute Man Air Field Results

- Direct On-Airport Employment - 35
- Total Direct & Indirect Employment – 94
- Total Payroll - \$2,821,000
- Total Output - \$8,580,000



The Statewide Airport Economic Impact Study, update is due out fall 2014



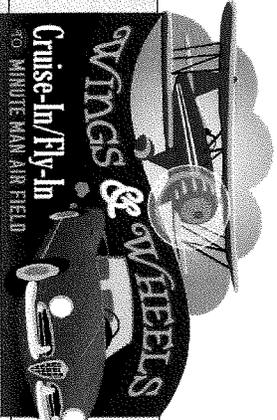
# **Serving the COMMUNITY,**

- Neighbor Welcome Program includes 'Fly Quietly' Procedures
- Participated in Nashoba High School 'Career Day' in 2013
- Hosted first 'Emergency Services Appreciation Day' in 2013
- Café planning free 'Community Oven' Saturdays for Bread Bakers
- Fostering Nashoba and Acton-Boxborough Participation in the Nationally Sponsored 'Real World Design Challenge'
- Free Air Access for the following service organizations:
  - State Police Air Wing – Pick Up/Drop Off
  - State Mosquito Control – Base for Boxborough Larvacide Program
  - FEMA – Air transport and Communications Research
  - State Fire Services – Bomb Squad Deployments
  - Boston Med Flight – Night Vision Practice Facility
  - Angel Flight - Transportation for medical treatment
  - EAA 196 Young Eagles Rallies – program offering free flights to children
  - Boy Scouts – Mentoring and free flights
- **Flip the page to see our newest community partners...**



# Rotary Club of Acton Boxborough

Facilities for this growing annual event are donated by MMAF



**WINGS & WHEELS**  
Cruise-In/Fly-In  
MINUTE MAN AIR FIELD

**Join the fun!**

THURSDAYS, JUNE–AUGUST 2014  
(EXCEPT JULY 4 WEEK)  
5:00 PM–8:00 PM  
MINUTE MAN AIR FIELD  
302 BOXBORO ROAD, STOW, MA

**10 Reasons to Head to Minute Man Air Field**

- Planes and cars, enough said.
- Each week will feature specialty cars.
- Mingle with car and plane enthusiasts.
- Fun for all ages—bring the whole family.
- Great food, including wood-fired pizza, burgers, and dogs from the award-winning Nancy's at the Air Field, popcorn, and libations.
- Plenty of free public parking.
- Leashed pets allowed.
- Great photo opportunity.
- Fun summer event for the greater Stow, MA area.
- Donations to benefit community service projects.

info @ [nashborotary.org](mailto:nashborotary.org)  
[www.WingsandWheelsMA.com](http://www.WingsandWheelsMA.com)

Donations will benefit local and international service projects.

Brought to you by the Rotary Clubs of Acton-Boxborough, Harvard, and Hingham Valley, EIA #196.  
Friends of Minute Man Air Field, and Nancy's Air Field Café



**Rotary**

During their inaugural year over \$12,000 was raised for local charities.



## ***Nurturing the ENVIRONMENT,***

- Planning 3 MW Solar Photo Voltaic System, 2015
- Recycling Program in place
- DEP Registered Public Water Supply #2286011
- DEP Compliant Underground Fuel Storage Tanks
- Managing over 225 Acres of Valuable Open Space
  - 225 acres leased to 6 Family Farms
  - 'Airfield Apiary' local honey available at *Nancy's at the Airfield*
  - Flood storage protects downstream riparian neighbors
  - Cooperative bird restoration programs with Mass Audubon
  - Potential nature trails to link to others in Stow & Boxborough



## Boxborough Properties

- Fulfilled our Pledge to Resolve issues with Conservation Commission
- Obtained a 'Certificate of Compliance' on Obstruction Removal (tree clearing)
- Encouraged Stanley Farms to cooperate with Cons Com
- Established 'Airfield Apiary' providing valuable pollination and healthy local honey to neighbors

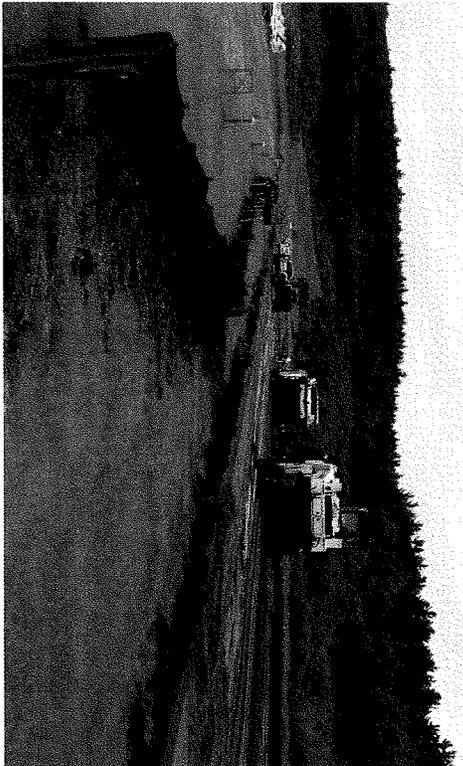


## **But Above All Else, Operational Safety is Priority #1!**

- Thanks to the un-wavering support of State Senator Jamie Eldridge, State Representative Jen Benson, the dedicated staff of the MDOT-Aeronautics Division and our volunteer Airport Commissioners, we are pleased to announce our multi-year Runway Safety Project.
- Phase 1 - Repave Northern 1900' June 2014
- Phase 2 - Repave Southern 900', complete in 2015
- Phase 3 - Replace Culverts – Planned for 2016



# Operational Safety is Priority #1!



Right - Day Two: Crushed stone is added to the base to meet modern safety standards – Don wished he could drive those monster machines...



Left - Day One: 45 year old pavement is ground up after erosion controls are approved by Conservation Commission. What a dramatic sight!



# Invitation

You are cordially Invited to our

**45<sup>th</sup> Anniversary Reception**

in Nancy's Café and our

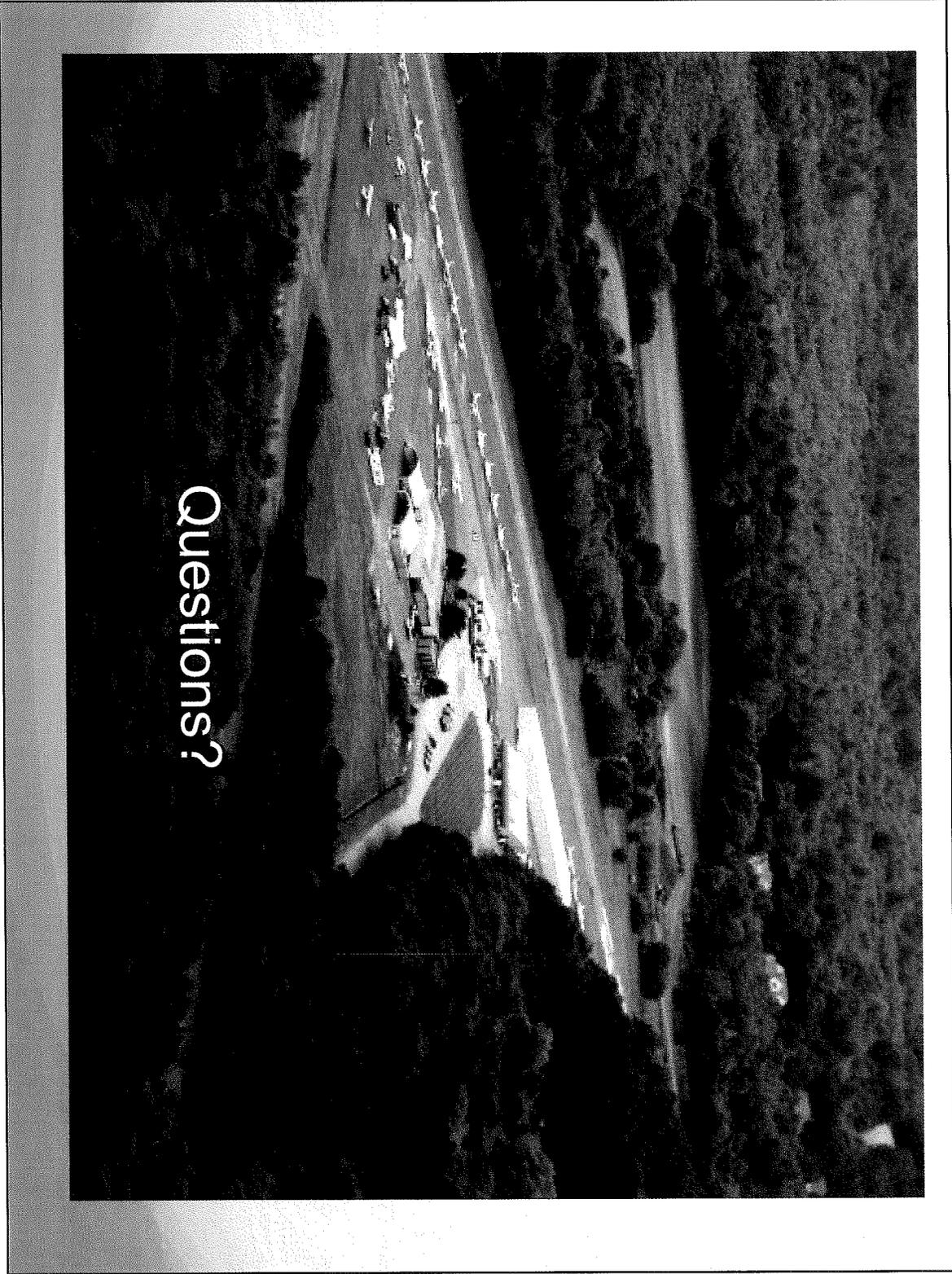
**New Pavement Ribbon Cutting**

on the Runway

**Thursday, July 10 from 6 to 8pm**

**RSVP**







**BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2015**

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First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
<b>A/B Cultural Council - Staggered 3 year terms; no more than 2 consecutive terms (MGL c10 §58)</b>					
Nancy	Evans	10/21/13	2016		
Nancy	Kumaraswami	11/22/10	2015		
Marion	Powers	07/01/09	2015		
Alexis	Presti-Simpson	12/17/12	2015		
<b>VACANT</b>				<b>2017</b>	
<b>Agricultural Commission - Staggered 3 year terms; 5 members (3 minimum)</b>					
<b>(one of which may be a non-resident directly engaged in Agric. Activities in Town) est. ATM 5/12/08</b>					
<b>Kathie</b>	<b>Becker</b>	<b>07/21/08</b>	<b>2014</b>	<b>2017</b>	
<b>Bryon</b>	<b>Clemence</b>	<b>07/21/08</b>	<b>2014</b>	<b>2017</b>	
Brian	Morrison	07/01/12	2015		
Owen	Neville	07/21/08	2016		
John	Neyland	07/21/08	2016		
<b>Airport Study Committee - 5 members; 3 year terms, est 8/9/93</b>					
James	Baum	04/12/10	2014	2017	(6/30/14 BoS)
Anne	Canfield	06/30/93	2015		
Matt	Kosakowski	02/04/08	2016		
Cindy	Markowitz	07/01/12	2015		
<b>VACANT</b>				<b>2017</b>	
<b>Zoning Board of Appeals - staggered 3 year terms; 5 full &amp; 2 alternate members (1 year terms)</b>					
Tom	Gorman	01/27/03	2016		
<b>Kristin</b>	<b>Hilberg</b>	<b>11/03/08</b>	<b>2014</b>	<b>2017</b>	
<b>Michael</b>	<b>Toups</b>	<b>10/02/06</b>	<b>2014</b>	<b>2017</b>	
Karen	Warner	09/10/07	2015		
Lonnie	Weil	10/02/06	2016		
<b>Chris</b>	<b>Habersaat</b>	<b>09/22/03</b>	<b>2014</b>	<b>2015</b>	<i>Alternate</i>
<b>VACANT</b>				<b>2015</b>	<i>Alternate</i>
<b>Board of Registrars - staggered 3 year terms; 3 members &amp; Town Clerk</b>					
Elizabeth	Markiewicz	elected 5/15/06	2013		Chair by virtue of Town Clerk position
Nancy	Brown	06/30/81	2014	2017	(6/30/14 BoS)
Virginia	Richardson	05/22/06	2016		
Hugh	Fortmiller	06/02/14	2015		

**BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2015**

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
<b>Boxborough Affordable Housing Trust - staggered 2 year terms, 5 members, est STM 5/14/07</b>					
Les	Fox	07/01/07	2015		BoS
<i>R. Allen</i>	<i>Murphy</i>	<i>07/01/07</i>	<i>2014</i>	<i>2017</i>	<i>(6/30/14 BoS)</i>
Ron	Vogel	06/20/11	2015		BHB member
Channing	Wagg	06/20/11	2015		At - Large
<b>VACANT</b>				<b>2016</b>	FinCom
<b>Boxborough Housing Board - Staggered 3 year terms; 5 + members, est. STM 10/30/00</b>					
Michael	Fetterman	03/31/14	2016		
Diane	Friedman	08/08/05	2016		
Joan	Meyer	01/08/01	2015		
<i>R. Allen</i>	<i>Murphy</i>	<i>11/18/02</i>	<i>2014</i>	<i>2017</i>	<i>(6/30/14 BoS)</i>
Ron	Vogel	01/22/01	2016		
<b>VACANT</b>				<b>2015</b>	
Les	Fox		(2014)		ex-officio
Dave	Koonce		(2014)		ex-officio
<b>Boxborough Information Technology Committee (BIT.com) Staggered 3 year terms; 7 members, est. 2/26/01 (Charter)</b>					
Guillermo	Chang	12/03/07	2015		
<i>Jamie</i>	<i>Rogers</i>	<i>04/08/02</i>	<i>2014</i>		
Eric	Wong	11/09/09	2015		
<b>VACANT</b>				<b>2016</b>	
<b>VACANT</b>				<b>2016</b>	
<b>VACANT</b>				<b>2016</b>	
<b>VACANT</b>				<b>2017</b>	
<b>Boxborough Well-Being Committee - Established November 18, 2013 (At-large members - 3 year terms; Housing Bd, BoH &amp; UCC members - 2 year terms; Ex-officio members - 1 year terms.)</b>					
Susie	Allen	11/18/13	06/30/16		At-Large
Liz	Markiewicz	11/18/13	06/30/16		At-Large
Kate	Smyers	11/18/13	06/30/16		At-Large
Channing	Wagg	11/18/13	06/30/16		At-Large
Pam	Follett	11/18/13	06/30/15		BoH
Al	Murphy	11/18/13	06/30/15		BHB
Cindy	Worthington-Berry	11/18/13	06/30/15		UCC

**BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2015**

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
Laura	Arsenault	11/18/13	06/30/14		Ex-Officio - CoA
Tamara	Bedard	11/18/13	06/30/14		Ex-Officio - Nashoba BoH
Jim	Gorman	11/18/13	06/30/14		Ex-Officio - BoS
Gail	Kessler-Walsh	11/18/13	06/30/14		Ex-Officio - Blanchard School
Warren	Ryder	11/18/13	06/30/14		Ex-Officio - Police Chief
Selina	Shaw	11/18/13	06/30/14		Ex-Officio - Town Administrator
Randolph	White	11/18/13	06/30/14		Ex-Officio - Fire Chief
<b>Cemetery Commission - est. as an appointed board ATM 1973, staggered 3 year terms; 3 members.</b>					
Donald	Morse	07/01/09	2016		
Becky	Neville	07/01/12	2015		
<b>William</b>	<b>Sutcliffe</b>	<b>07/01/09</b>	<b>2014</b>	<b>2017</b>	
<b>Conservation Commission - Staggered 3 year terms; 3 - 7 members (MGL c 40 §8C)</b>					
<i>David</i>	<i>Follet</i>	<i>09/25/06</i>	<i>2014</i>	<i>2017</i>	<i>(6/30/14 BoS)</i>
<i>Charlene</i>	<i>Golden</i>	<i>pre-1974</i>	<i>2014</i>	<i>2017</i>	<i>(6/30/14 BoS)</i>
Norm	Hanover	08/29/11	2016		
<i>Dave</i>	<i>Koonce</i>	<i>06/30/87</i>	<i>2014</i>	<i>2017</i>	<i>(6/30/14 BoS)</i>
Dennis	Reip	09/08/03	2015		
Hoff	Stuart	11/19/12	2016		
<b>VACANT</b>			2015		<i>Unexpired term of Rick Williamson</i>
<b>Council on Aging - Staggered 3 year terms; 5 + members (est. 1975, amended 2006)</b>					
Sonali	Bhatia	08/03/09	2015		
Lauraine	Harding	06/25/12	2016		
Frank	Powers	10/21/13	2014	2017	
Frank	Sibley	04/02/07	2015		
Elizabeth	West	07/01/12	2015		
Barbara	Wheeler	01/26/09	2016		
<b>Design Review Board - 3 year terms; 5 members (1 at-large; the others designated by their respective boards/committees)</b>					
James	Faulkner	08/02/10	2016		Planning Bd. Designee
Kevin	Mahoney	07/29/13	2016		Hist Comm designee
Robert	Stemple	07/01/12	2015		BoS designee
<b>VACANT</b>					<b>Perm Bldg Comm designee</b>
<b>VACANT</b>					<b>At-large Member</b>

**BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2015**

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
<b>Finance Committee - appointed by the Town Moderator</b>					
Dilip	Subramanyam	11/19/11		2017	
Jeff	Scott	08/08/12	2015		
James	Ham	09/08/06	2015		
Neal	Hesler	07/01/01	2016		
Steve	Ballard	03/13/13	2015		
Eve	Li	10/31/13	2016		
John	Rosamond	06/15/13	2016		
Amy	Burke	07/01/14		2017	
Ted	Kail	07/01/14		2017	
<b>Energy Committee - est. 2/9/09(Amended 3/8/10 &amp; 3/17/14) by the Board of Selectmen; 8 members (7 voting &amp; 1 non-voting - LELWD Rep.); staggered 3 year terms</b>					
Richard	Garrison	07/16/12	2015		
Larry	Grossman	03/08/10	2015		
Francie	Nolde	02/09/09	2016		
Abigail	Reip	07/11/11	2015		
<b>Keshava</b>	<b>Srivastava</b>	<b>06/24/13</b>	<b>2014</b>	<b>2017</b>	
<b>Santiago</b>	<b>Tapia-Perez</b>	<b>02/13/12</b>	<b>2014</b>	<b>2017</b>	
Margaret	Webber	03/08/10	2016		
Kevin	Goddard	03/18/14	2016		Ex-officio LELWD Rep.
<b>Historical Commission - staggered 3 year terms; 3 - 7 members (MGL c 40 §8D) est. 1985</b>					
Mary	Larson	06/30/97	2016		
Kevin	Mahoney	07/01/12	2014	2017	(6/30/14 BoS)
Trena	Minudri	07/01/12	2016		
Alan	Rohwer	07/01/88	2015		
Shirley	Warren	07/01/88	2015		
<b>MART Representative</b>					
Frank	Powers	07/01/09	2014	2017	
<b>Metropolitan Area Planning Council (MAPC) and MAGIC Representative</b>					
Les	Fox	05/04/09	04/30/15		
<b>VACANT</b>				2015	Alternate - Vacated by Frank Powers
<b>Permanent Building Committee</b>					
<b>VACANT</b>					

**BOARD, COMMISSION, COMMITTEE APPOINTMENTS FY 2015**

First Name	Last Name	Orig. Appt. Date	Current Term Expires	If (re-) appointed, new term would end on 6/30 of year indicated, unless otherwise noted	Notes
<b>Personnel Board est 1976 (as Adv Comm) - 3 year terms; 5 members</b>					
Sheila	Bauer	07/02/12	2014	2017	(6/30/14 BoS)
Anne	Canfield	10/16/06	2015		
Pat	Flanagan	06/26/06	2015		
Rebecca	Neville	01/14/13	2016		
<b>Hugh</b>	<b>Fortmiller</b>	<b>07/01/14</b>		<b>2017</b>	<i>Previously held by Susan Bak</i>
<b>Planning Board - Associate Member Joint Appointment of the Selectmen and Planning Board</b>					
<b>VACANT</b>					<i>Unexpired term of Eduardo Pontoriero</i>
<b>Public Celebrations &amp; Ceremonies Committee - 3 year terms; 6 members per ATM vote (1996)</b>					
Matt	Kosakowski	08/31/09	2014	2017	(6/30/14 BoS)
Lori	Lotterman	07/20/09	2015		
Trena	Minudri	08/03/09	2015		
<b>Owen</b>	<b>Neville</b>	<b>10/22/07</b>	<b>2014</b>	<b>2017</b>	
<b>VACANT</b>				<b>2016</b>	<i>Unexpired Term of Sheila Bauer</i>
<b>VACANT</b>				<b>2015</b>	
<b>Recreation Commission - Est. 1963; 3 year terms; 7 members; Appointing authority changed from Moderator to BoS per 2010 ATM vote (Article 20)</b>					
Amy	Burke	11/19/12	2014	2017	<i>not seeking re-appointment</i>
Megan	Connor	3/31/14	2015		
Hilary	Greven	1/28/13	2015		
Kevin	Lehner	9/17/01	2016		
Abigail	Reip	11/19/12	2014	2017	<i>not seeking re-appointment</i>
Matthew	Rosner	04/25/11	2016		
Mitzi	Weil	11/19/12	2015		
<b>Steele Farm Committee - est. Sept 1994 ("Steele Land Advisory Comm"), BoS approved increase in term to 3 yrs, to be staggered, 6/5/05</b>					
Bruce	Hager	10/31/05	2016		
Judi	Resnick	09/08/08	2014	2017	<i>not seeking re-appointment</i>
Edward	Whitcomb	05/10/04	2015		
Jeanne	Steele-Kangas	10/21/13	2015		
<b>VACANT</b>				<b>2017</b>	
<b>VACANT</b>				<b>2015</b>	



## Selina Shaw

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**From:** Ken and Anne <canfield@rcn.com>  
**Sent:** Thursday, June 12, 2014 7:54 AM  
**To:** Selina S. Shaw  
**Subject:** Candidate to fill Personnel Board vacancy

Hi Selina,

Earlier this week, I spoke with Hugh Fortmiller about the possibility of filling the vacancy on the Personnel Board and described the type of work we do. He has expressed an interest and willingness to join us—even after hearing that our meetings regularly take place at 7 AM! However, due to prior commitments, he is unable to attend either the June 16 or the June 30 BOS meeting.

Having known Hugh for several years, I believe that he would be a great addition to the PB. He listens well and considers thoughtfully what others have to say; he does his homework and thinks things through carefully before arriving at a decision; he also is willing to do the work that being a member of a committee requires.

That being said, it is my hope and recommendation that the BOS appoints Hugh to the PB at their next meeting. I think that he will be a real asset to the group.

Please forward this e-mail to the BOS for their consideration; if they would like me to attend their meeting on June 16 (or June 30) to further discuss the matter, just let me know, OK?

Thanks for your help—

Anne Canfield, PB chair=





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**April 28, 2014**

Approved: \_\_\_\_\_

**PRESENT:** Vincent Amoroso, Chair; Les Fox, Member; Raid Suleiman, Member and Jim Gorman, Member

**ABSENT:** Robert Stemple

**ALSO PRESENT:** Selina Shaw, Town Administrator

**EXECUTIVE SESSION**

- At 7:00 PM, the Selectmen convened in the Town Administrator's Office. Chair Amoroso noted that with respect to Item #2a "purchase or value of real estate" an open meeting would have a detrimental effect on the negotiating position of the Selectmen. Chair Amoroso moved to adjourn to executive session to consider the value of real estate and to conduct a strategy session in preparation for negotiations with non-union personnel (Fire Chief and DPW Director), and to reconvene in open session to continue the regular business on the agenda at 7:30 PM in the Grange meeting room. Seconded by Member Fox. **Approved 4-0 by a roll call vote: Fox, aye; Suleiman, aye; Gorman, aye, and Amoroso, aye.**

Chair Amoroso re-convened the meeting in open session at 7:42 P.M. in the Grange Meeting Room of Town Hall

**ALSO PRESENT:** 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.

**ANNOUNCEMENTS**

- As no videographer was available and the meeting was not being broadcast the Board dispensed with reading announcements.

**PUBLIC HEARING**

- At 7:42 PM Chair Amoroso convened a public hearing to consider proposed amendment(s) to the Finance Committee Bylaw. Finance Committee member, Jim Ham was the only member of the public present for this hearing. The purpose of these revisions is to allow the Finance Committee to place a designate on the proposed Community Preservation Committee. FinCom member Ham advised that he is in favor of these revisions. As there was no further comment Chair Amoroso concluded the hearing at 7:44 PM.

**APPOINTMENTS**

- No one asked to speak under the Citizens concerns.

**MINUTES**

- Member Gorman moved to accept the minutes for the regular session of March 24, 2014, and the executive sessions of April 16, 2014, [BoS Negotiating Team, Fire Chief], and April 17, 2014 [BoS Negotiating Team, DPW Director], as written. Seconded by Member Fox. **Approved 4-0.**

**SELECTMEN REPORTS**

- Member Gorman reported that he and Member Fox attended the last Historical Commission meeting. There was discussion on his proposal to create a War Memorial site in town. There was discussion on the location and landscaping concerns. There was also discussion as to the criteria for determining honorees to be listed. The BHC intends to reach out to their counterpart in Concord to discuss how they manage this process. He is looking at presenting this memorial proposal at the 2015 Town Meeting.

- Chair Amoroso reported that he had participated in the A-B IMA discussions earlier today. The purpose of the IMA is to lay out usage after the school property is conveyed to the A-B District. This was the 2<sup>nd</sup> major meeting and progress was made, ironing out areas that still needed to be resolved. He clarified that the MoU involves the actual conveyancing of the property to the District and the attorneys are working on finalizing the language, and he hopes to have a working draft next week. Acton has already signed their agreement with the District. Everything seems to be on track.

A discussion of these documents will be on their May 12<sup>th</sup> pre-ATM meeting agenda. Chair Amoroso noted that he would like to get these documents executed before Town Meeting. The Selectmen set the time for this pre-ATM meeting (5:30 PM).

- Member Suleiman reported that, though he was unable to attend today's the Personnel Board meeting, was to prepare for Town Meeting.
- Member Fox reported that the consultant for MassHousing has prepared a semi-final draft that shall be reviewed by Planner Hughes, himself, TA Shaw and BHB Chair Murphy. We seem to be in good shape and most of the pieces are in place. They still have to work out conveyancing mechanism and the outline for any RFP [this would be a unique. They anticipate having working draft to present to the Selectmen in the near future.

#### OLD BUSINESS

- The Selectmen took up discussion as to the Special/Annual Town Meeting - articles in general, and specifically preparing for amending the dollar amount in STM Article #4 as some departments will be able to fund within their existing budgets. There are also several consent/ revolving fund articles, that e the dollar amounts will also need to be corrected/amended. It was also noted that backup materials should be prepared in case the technology budget, new for FY 15 is pulled out of Article #5 for further discussion.

#### NEW BUSINESS

- The Selectmen took up the appointment of Adam Duchesneau as the new Town Planner. It was noted he was unable to attend due to his attendance at his final Planning Board meeting in Melrose. TA Shaw reviewed the search team's efforts to find a replacement for Elizabeth Hughes. She noted that Duchesneau was the team's 1<sup>st</sup> choice. Further to the recommendation of the Town Planner search team, Chair Amoroso moved to appoint Adam Duchesneau as Town Planner for a term effective May 5, 2014 through June 30, 2015 Seconded by Member Fox. **Approved 4-0.**
- Discussion opened on a Reserve Fund Transfer Request for the DPW's Snow and Ice budget. This transfer is necessary due to the tough winter that hit us this year, causing the Town to spend significantly more than was budgeted. Chair Amoroso moved to forward to the Finance Committee for approval the request to transfer \$29,694.79 from the Reserve Fund to account #001-423-5100-5110, Public Works – Snow and Ice Wages (\$5,623.08) and account #001-423-5400-5532, Public Works – Salt Expense (\$24,071.71). Seconded by Member Fox. **Approved 4-0.**
- Member Suleiman opened discussion on possibly creating a Code of conduct/values and statement of ethics. He provided background on this noting that he had been introduced to this concept at a Municipal Officials training that he attended several years ago. These materials were previously distributed to the Selectmen sometime last year. He would like to Selectmen to consider adopting this type of code He noted this would not constrain the Board nor revise the way they currently conduct business, but it would give a clear direction in dealing with those boards under the Selectmen's purview.

#### CORRESPONDENCE

- There was discussion regarding the recent letter from FEMA concerning Flood Plain Map letter. It was noted that management of this process has been tasked to the Town Planner and this will be communicated to Planner Duchesneau.
- Member Suleiman provided follow up information on Ms. Canfield's letter concerning the Bikes not Bombs event. The turnout was overwhelming and he was pleased by the generosity of our neighbors & friends.

#### CONCERNS OF THE BOARD

- Member Gorman advised that Chief Ryder intends to present a proposed Police Dept. policy to the Selectmen concerning a recent state mandate for the use of nasal naloxone.

#### EXECUTIVE SESSION

- The Board determined an additional Executive Session was not necessary.

#### ADJOURN

- At 8:17 PM, Chair Amoroso moved to adjourn. Seconded by Member Fox. **Approved 4-0.**



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**June 2, 2014**

Approved: \_\_\_\_\_

**PRESENT:** Vincent Amoroso, Chair; Robert Stemple, Clerk; Susan Bak, Member; Les Fox, Member; and Jim Gorman, Member

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

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

Chair Amoroso called the meeting to order at 7:32 P.M. in the Grange Meeting Room of Town Hall.

**ANNOUNCEMENTS**

Chair Amoroso read the announcements and introduced our newly elected, Selectmen, Susan Bak.

**REORGANIZATION OF THE BOARD**

- Chair Amoroso opened this discussion by calling for nominations for Chair. Member Fox provided background on the Selectmen tradition as to assigning leadership positions; his personal experience of serving as both the Clerk and Chair; and the commitment that is required. Member Fox has had discussions with Amoroso and he is willing to commit to serving another year as Chair. Member Fox nominated Vince Amoroso. Seconded by Member Stemple. Hearing no others, Chair Amoroso closed the nominations. **Approved 5-0.**
- Chair Amoroso called for nominations for Clerk. It was noted that Member Stemple has also agreed to continue to serve as Clerk. Member Fox nominated Bob Stemple. Seconded by Chair Amoroso. Hearing no others, Chair Amoroso closed the nominations. **Approved 5-0.**

**PUBLIC HEARING**

- At 7:41 PM Chair Amoroso convened a public hearing to consider the application of Oscar's Burritos Mexican Grill, Inc., for a Common Victualler's license for the premises located at 36 Massachusetts Avenue, Boxborough. The applicant, Oscar Garcia and property manager, Lisa Cote' were present. A complete list of those present is attached and incorporated by reference. Mr. Garcia spoke to his background in the restaurant industry and why he chose this location for his business. This is the first time that a full-service restaurant has been in this location so they are starting from scratch. He presented their menu. There was discussion as to hours of operation, staffing, shared space with Hayward Ice Cream and shared seating. As there was no further discussion Chair Amoroso closed the hearing. Member Gorman moved to approve the application of Oscar Garcia for a Common Victualler's license for Oscar's Burritos Mexican Grill, to be located at 36 Massachusetts Avenue, Boxborough. Seconded by Member Stemple. **Approved 5-0.**

**APPOINTMENTS**

- Building Inspector David Lindberg was present to discuss the damage to the foundation recently discovered in the Steele Farm farmhouse. Member Stemple reported that last week members of the Steele Farm Advisory Comm. advised him that a portion of the farmhouse's foundation had partially collapsed over the winter. He viewed the damage and contacted BICAO Lindberg regarding the situation. BICAO Lindberg distributed his memo and rendering regarding his inspection and determination. It is his determination that, even though the house is already effectively closed to the public, people should not be in the structure. The cellar floor is wet and the other inner foundation wall is showing evidence of bowing. He contacted the Town's engineering consultant, Bruce Ringwall who referred him to Val Prest, a structural engineer and Ringwall's former partner. He has spoken to Mr. Prest. Prest has 50 years of experience in this field; enjoys projects involving antique structures and is

available next week to come & inspect the house. Lindberg advised that he is unsure what the cost would be for these repairs. There was discussion about obtaining estimates and whether to simply stabilize the damage or to explore more permanent solutions & begin preservation efforts. Lindberg was asked to arrange for Mr. Prest to view the property and to ask about the two options – stabilizing or preservation.

*The Selectmen took Agenda Items 5 c, d & e, out of order.*

- Police Chief Warren Ryder was present to discuss appointing Robert J. Fagundes as a Special Police Officer. Mr. Fagundes was not present. Mr. Fagundes is being appointed to replace a Special Police Officer who resigned last month. Chief Ryder spoke to the memo which outlined Fagundes' qualifications and experience. Member Fox noted that Fagundes had been one of the finalists for the full-time Patrol Officer vacancy recently filled. Chief Ryder explained the role of Special Officers on the force and the current & optimum complement of Special Officers in Boxborough. Further to the recommendation of Police Chief Ryder, Member Fox moved to appoint Robert J. Fagundes as Special Police Officer for a term effective immediately through June 30, 2015. Seconded by Member Gorman. **Approved 5-0.**
- Chief Ryder remained to present a proposed department policy concerning the use of nasal naloxone. Sgt. Warren O'Brien was also present for these discussions. Chief Ryder referred to his memo and the proposed policy. Both on-duty police cruisers and EMTs will be equipped with this product. This can be used to counter not just the effects of illegal drugs but unintended overdoses from prescription medications. This policy is not a response to any incidents in Town but to the over 80 deaths attributed to opiate overdose in the last year statewide. Sgt. O'Brien, a certified nasal naloxone trainer, provided background and outlined department's intended training process & procedures for the maintenance & deployment of this medication. Audience member Brigid Bieber added that she wanted to remind residents that the Boxborough Police Station has a 24/7 drug disposal drop box. Member Gorman moved to approve Boxborough Police Policy and Procedure No. 1.22 - Administration of Nasal Naloxene, 4/24/14 Seconded by Member Fox. **Approved 5-0.**
- DPW Director, Tom Garmon, was present to discuss the upcoming, proposed paving schedule and the transfer station. Discussion opened with the paving schedule. Dir. Garmon reported that the Town should shortly be receiving state approval of our Winter Roads grant submission (appx. \$33,000). He intends to acquire "hot-box" equipment which will allow DPW to keep asphalt "hot" during road projects. Applied hot asphalt is more durable than the "cold-patch" they currently use. This equipment shall be used not just for pot-hole patching but for other pavement repairs and paving projects going forward. The state requires this work to be completed and all reports submitted by the end of August. Dir. Garmon updated the Selectmen on the road paving schedule. Rebuilding Reed Farm Road is still the top priority. Reed Farm's secondary roads (Blanchard & Inches Brook) are not as degraded and can wait. Planner Hughes prepared project specifications before she left. They will be given to TA Shaw to begin bid process preparation. He is looking at possibly August to break ground. The contract will specify an uninterrupted project timeline - stay on task until finished (estimating 2-2 ½ weeks). The next priority would be Flagg Hill Road. He'd like to see how the Reed Farm project works out before putting this phase out to bid. There was discussion about previous discussions about the possibility of "bundling" these paving projects into one bid packet. Dir. Garmon noted this paving season is the biggest project DPW has ever undertaken. The state's bid process and Ch. 90 requirements are significant and can be voluminous; requiring quite a bit of administration. It was suggested that the Town's engineering consultant could assist and that possibly additional administrative support/staffing could be obtained. According to MassDOT, Boxborough currently has no Ch. 90 projects outstanding. There was also a brief discussion on the Town Meeting approved parking lot paving projects and how it differs from Ch. 90 projects. Discussion turned to Transfer Station operations. Tonight's discussions are for fact gathering and brainstorming purposes. Specifically the Selectmen want to determine the Cost/Benefit of sticker fees and bulk fees and the actual cost of running the facility. Chair Amoroso further noted that he has been approached by a Stow Selectman about Stow resident's possible accessing/using our Transfer Station. Based on current data it costs \$168,000 annually (labor, hauling, stickers, electricity, bulk disposal etc...) to operate the Transfer Station. Recent years indicate the Town realizes \$118,000 appx. annually from the sale of Transfer Station stickers. Dir. Garmon did not have data as to 2<sup>nd</sup> sticker fee revenues. Since Bulk Fee Permits were implemented in FY 14 \$5,220 in fees has been generated. Fees for both the stickers and bulk disposal are waived for senior residents. There was discussion about possibly eliminating the 2<sup>nd</sup> sticker fees. There is no charge to senior residents for a 2<sup>nd</sup> sticker and a negligible number are actually sold. Allowing a 2<sup>nd</sup> vehicle access to the facility would be a convenience for families. Dir. Garmon noted he did not have any significant concerns about eliminating the 2<sup>nd</sup> sticker charge. Discussion expanded to the possible elimination of the other fees for annual stickers and bulk disposal permits. The current charge is \$150.00 per year for the 1<sup>st</sup> sticker. Bulk fees are separate. If we absorbed these charges back into general town services the tax impact per household would be only \$66-72 per year, a savings for those who now have to pay these fees. The Town already absorbs some of the facility's operating expenses. It was opined that trash disposal should be covered by taxes, though it was noted that not all residents use the transfer station. It was suggested that a "no fee" pilot project could be implemented for a year. There is no way of knowing the impact of this change until we do this and stickers would still need to be issued. Discussion turned to the bulk disposal program. Dir. Garmon's opined that though it has only been in place since July 2013, this program seems to be working. Until this program was implemented there was no way to track actual usage, so there is no historical data as to bulk disposal. He noted that data to-date indicates that the majority of these vouchers are being

issued to seniors; a loss of appx. \$5,000 in potential revenue. The requirements may need to be reviewed. At the close of FY 14 he will have a complete year of data available so they will be able to analyze usage. He reviewed how the bulk disposal bins are processed and hauling managed. It costs the town to dispose of bulk items and these disposal costs could double/triple from one year to the next. All of the neighboring town charge for bulk items. This program seems to be working as intended. It was noted that decisions will have to be made soon if the Selectmen intend to eliminate any of these fees for FY 15. Chair Amoroso opened discussion on a proposal to possibly provide Stow residents' access to the Transfer Station. Dir. Garmon advised that Town entered a grant program that paid for the recent improvements to the facility. This grant requires us to track our costs savings and does not expire until September 2014. So nothing could be done until after September. The Selectmen provided Dir. Garmon with their research perimeters so data could be compiled so this proposal can be revisited in September. There is no data as from Stow regarding potential interest. The Transfer Station discussion will continue on the June 16<sup>th</sup>.

- It was noted that MassCops Local 200, President Jeffrey Landgren, was unable to attend tonight's meeting so he had signed this agreement earlier today. Member Stemple moved to execute 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 Seconded by Member Fox. **Approved 5-0.**
- Citizens concerns – there were two people in the audience. They advised that they had come for the public hearing, but seem to have missed it. They live in Summerfields so their only concern would possibly be the cooking smells coming from the property. They also advised related to the Transfer Station discussion, that the Summerfield unit owners pay \$25.00 per month for trash disposal.

*As BSC Chair, Brigid Bieber, was present the Selectmen took Agenda Items 9a, out of order.*

#### **NEW BUSINESS**

- The Selectmen took up the Boxborough School Committee's request for permit to serve champagne at a reception for Superintendent Curt Bates. Member Gorman moved to authorize the Boxborough School Committee to serve champagne at a reception to honor Curt Bates, Boxborough School District Superintendent on his retirement, to be held at the Sargent Memorial Library on June 10, 2014, from 6:30 – 8:30 PM subject to the conditions specified on the application, and further, to waive the fee. Seconded by Member Fox. **Approved 5-0.**

#### **MINUTES**

- The Selectmen passed over approval of the regular session minutes of April 28, 2014.
- Member Gorman moved to accept the minutes for the regular sessions of March 31, 2014 & April 14, 2014, as revised and regular sessions of May 12, 2014 & May 22, 2014 and the meeting notes of the executive session of May 27, 2014 [BoS Negotiating Team, Town Administrator]- *provided for informational purposes only.* Seconded by Member Fox. **Approved 4-0-1 (Bak abstained).**

#### **SELECTMEN REPORTS**

- Member Fox reported that he, TA Shaw and Chief Ryder recently met with Guardian on the status of server project. It seems to be going well. He also noted that Guardian will be taking the Town's computer systems down on Friday June 13<sup>th</sup> as part of this project. The intention is to have Guardian come to a meeting in the near future to give a general report to the Board.
- He also reported that Town facilities have experienced multiple service and infrastructure. Problems started early Thursday morning seem to have continued through to today. Most significantly Police Station systems went down and emergency back-up protocols did not kick-in and the programed failure notifications were not received by either Guardian or Dispatch. There are also still issues with the Verizon lines. Chief Ryder and Guardian technicians were working on this since the early morning hours. At this time we believe most of these issues should be under our warranty with ePlus.
- Member Bak has nothing to report.
- Member Stemple noted, as reported earlier, he has been working with the Steele Farm Advisory Committee and BICAO Lindberg on the structural concerns at Steele Farm.
- Chair Amoroso reported that he has had several discussions involving the Minuteman School District matters. Needham Selectman and Minuteman RAAS member, Dan Matthews contacted him to see if the Boxborough Selectmen would be interested in holding a stakeholders meeting. Chair Amoroso reviewed the recommendations and actions voted at this year's Town Meeting, specifically the Selectmen's Withdrawal article. The next step for the Town is to determine how we would go

about withdrawing from the Minuteman District. This meeting would be to determine the scope of this endeavor and to initialize how to proceed. As DESE has ultimate purview over any withdrawal action, this meeting will be most productive if Minuteman Supt. Bouquillon and a representative from the Dept. of Ed. such as Commissioner Chester or Deputy Comm. Wulfson participate. Mr. Matthews has also suggested that the Selectmen be the ones to contact DESE to make this request. It was noted that the current count as to Town Meeting action regarding the amendments to the agreement are to date - 10 have approved, Wayland has voted down and the 5 remaining member towns, including Boxborough, have passed over. There was discussion about what actions some communities may be taking as this process goes forward, including possibly withdrawing under the revised agreement. Bringing everyone together would be a way for us to determine the best means for Boxborough actualize withdrawal – under the current terms or the proposed revised with withdrawal procedures. Timing is also a concern. The MSBA has given the District only until January to present a solid plan before any building project can proceed. The Selectmen supported holding a stakeholders meeting. Minuteman School Comm. rep. Cheryl Mahoney asked if she could provide input. She did voice concern as to some of the items raised during this discussion and a lively discussion ensued on these points. Rep. Mahoney supports holding this stakeholders meeting and including DESE in these discussions. It was determined that a stakeholder meeting will be arranged as soon as possible. The invited participants will include the Selectmen, Finance Committee, Boxborough School Committee, Moderator Fallon, Minuteman School Supt. Bouquillon, Minuteman School Comm. Rep. Mahoney and a representative from the DESE. TA Shaw was asked to contact these individuals. She was also asked to contact the DESE to arrange for a representative to attend.

- Member Gorman reported that the Well Being Committee will be meeting next week. Their focus will be on finalizing the outreach worker's job description. He clarified that this shall be a pilot program and that a RFP will be needed.

#### **NEW BUSINESS (Continued)**

- The Selectmen took up several Reserve Fund Transfer requests:
  - ◊ A RFT is required to cover the consulting engineering services associated with subdivision of Boxborough municipal and school land for the conveying of the Blanchard to the A-B District. Member Stemple moved to forward to the Finance Committee for approval the request to transfer \$ 535 from the Reserve Fund to 001-122-5200-5306 Board of Selectmen – Consulting. Seconded by Member Fox. **Approved 5-0.**
  - ◊ Member Fox moved to forward to the Finance Committee for approval the request to transfer \$2,000 from the Reserve Fund to 001-135-5200-5319 Accountant Software Maintenance. Seconded by Member Stemple. **Approved 5-0.**
  - ◊ Treasurer requires this RFT to cover the actual costs of processing Tax Title Foreclosure, a cost outside of the regular operating expenses. Member Stemple moved to forward to the Finance Committee for approval the request to transfer \$6,325 from the Reserve Fund to 001-145-5200-5304, Treasurer Tax Title Foreclosure Seconded by Member Fox. **Approved 5-0.**
  - ◊ Member Fox moved to forward to the Finance Committee for approval the request to transfer \$ 389.28 from the Reserve Fund to 001-519-5200-5310, Environmental Services Expenses Seconded by Member Stemple. **Approved 5-0.**
  - ◊ Member Fox moved to forward to the Finance Committee for approval the request to transfer \$ 175.12 from the Reserve Fund to account 001-522-5200-5317, Nursing Services Expenses. Seconded by Member Gorman. **Approved 5-0.**
- The Selectmen took up the resignation of Tamar MacFadyan from the Board of Registrars. Chair Amoroso thanked “Tammy” for the energy and time she has dedicated to town affairs. Member Stemple moved to accept with regrets and place on file the resignation of Tamar MacFadyen, from Board of Registrars effective immediately. Seconded by Member Fox. **Approved 5-0.**
- Further to the recommendation of Town Clerk Elizabeth Markiewicz, Chair Amoroso moved to appoint Hugh Fortmiller to the Board of Registrars to complete the unexpired term of Tamar MacFadyen effective immediately until June 30, 2015. Seconded by Member Bak. **Approved 5-0.**
- There was a brief discussion regarding BoS liaisons assignments for FY 15. Selectmen were asked to review so they could discuss these assignments at their June 16<sup>th</sup> meeting

#### **EXECUTIVE SESSION**

- At 9:59 PM, Chair Amoroso moved to adjourn the Morse/Hilberg Meeting Room convene in executive session to conduct strategy sessions in preparation for negotiations with non-union personnel (Town Administrator), and to adjourn immediately thereafter. Seconded by Member Stemple. **Approved 5-0 by a roll call vote: Fox aye; Amoroso, aye; Gorman, aye; Stemple, aye; and Bak, aye.**

6a  
**Board of Selectmen Committee/Liaison List**  
**FY 2015**  
**For Discussion 6/16/14**

Current BoS Assignments/Positions  
 X = Primary Member  
 L = Liaison

Assignment	V. Amoroso	S. Bak	L. Fox	J. Gorman	R. Stemple
<b>BoS Chairmanship</b>	X				
<b>BoS Clerk</b>					X
<b>Committees/Teams</b>					
Acton-Boxborough Cultural Council					
Acton-Boxborough R.S.D. Financial Oversight Committee					
Agricultural Commission					
Airport Study Committee					
BHB (Housing Board)					
BIT.Com					
BLF (2)					
Boxborough Affordable Housing Trust			X (2015)		
Cemetery Commission					
Conservation Commission					
Contract Negotiating Team					
CoA (Council on Aging)					
Design Review Board					X (2015)
Energy Committee					
Finance Committee					
Board of Health					
Historical Commission					
Library					
Personnel Board					
Planning Board (including Master Plan Steering)					
Public Celebrations & Ceremonies Committee					
Recreation Commission					
<i>School Committee</i>					
Steele Farm					
(Civil) War Memorial(s)					
Water Resources - disbanded					
Well-Being Committee					
Zoning Board of Appeals					
<b>Departments</b>					
Fire/Emergency Management					
Police					
Public Safety Dispatch					
Public Works					
Town Hall					
<b>External</b>					
MAGIC/ MAPC			X (4/30/15)		
I-495					
MBTA					
MART	Delegated to Frank Powers				



**Board of Selectmen Committee/Liaison List FY 2015**  
**Showing FY 14 Assignments**  
**For Discussion June 16, 2014**

Current BoS Assignments/Positions  
**X = Primary Member**  
**L = Liaison**

Assignment	V. Amoroso	L. Fox	J. Gorman	R. Stemple	S. Bak
<b>BoS Chairmanship</b>	X				
<b>BoS Clerk</b>				X	
<b>Committees/Teams</b>					
Acton-Boxborough Cultural Council					L
Acton-Boxborough R.S.D. Financial Oversight	X				
Agricultural Commission		L			
Airport Study Committee				L	
BHB (Housing Board)		L			
BIT.Com		L			
BLF (2)	X	X	*		
Boxborough Affordable Housing Trust		X (2015)			
Cemetery Commission			L		
(Civil) War Memorial(s)			X		
Conservation Commission	L				
Contract Negotiating Team	X	X			
CoA (Council on Aging)		L			
Design Review Board				X (2015)	
Energy Committee	L				<del>L</del>
Finance Committee				L	
Board of Health					L
Historical Commission			L		
<b>Regional School Transition/IMA Negotiating Team</b>	X				
Library				L	
Personnel Board					L
Planning Board (including Master Plan Steering)		L			
Public Celebrations & Ceremonies Committee			L		
Recreation Commission					L
School Committee				L	
Steele Farm				L	
Water Resources - disbanded					
Well-Being Committee			L		
Zoning Board of Appeals		(L)			
<b>Departments</b>					
Fire/Emergency Management			L		
Police		L			
Public Safety Dispatch				L	
Public Works	L				
Town Hall					L
<b>External</b>					
MAGIC/ MAPC		X (4/30/15)			
I-495	x				X
MBTA				X	
MART	Delegated to Frank Powers				



Tai



# Reserve Fund Transfer Request

Date: 6/11/14

It is requested by the undersigned that the sum of \$ 8960.00 be transferred from the Reserve Fund to:

UMAS Acct. # 001-145-5100-5112

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

Description (e.g. Selectmen's expenses) Treasurer's Salary

The balance in the line item as of 6/11/14 (Date) is \$ (4027.22). An amount of \$ 70.810 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

Margaret's planned retirement on May 30<sup>th</sup> resulted in a one month overlap for training (22 days for Patrick \$5354) as well as a vacation payout to Margaret of \$2608. These payments exhausted the balance as of 6/11 to \$(4027.22). Additional payroll for the remainder of June are:

Needed for 6/25 PM regular \$2434, MD additional 2 days for school payroll \$551

Needed for 6/30- 7/2 (week ending 6/30) PM regular 8 days \$1947

Plus deficit of \$4028 = Total \$8960

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

<u>Patrick M. Day</u>	(Signature)	<u>Treasurer</u>	(Title)
<u>[Signature]</u>	(Signature)	<u>Town Administrator</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. # 001-145-5100-5112 to be used for the purposes and in the amounts indicated above.

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

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

Filter by: Segment 2: 145  
Segment 3: 5100

Parameters: Fiscal Year: 2014 Start Date: 7/1/2013 end: 6/30/2014

### Ledger History - Variance - Expenditure Ledger

Account Number	Budget		Transfer:		Allocated	Journal Entry:		Receipt:		Payment:		Ending	% Var.
	Encumbered	Budget	This Period	To Date		This Period	To Date	This Period	To Date	This Period	To Date		
001-145-5100-5112	70,810.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	-74,837.22	-74,837.22	-4,027.22	105.69
Treasurer Salary	0.00	0.00	0.00	0.00	70,810.00	0.00	0.00	0.00	0.00	-74,837.22	-74,837.22		
001-145-5100-5148	1,000.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	-1,000.00	-1,000.00	0.00	100.00
Treasurer Certification Stipend	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	-1,000.00	-1,000.00	0.00	100.00
2 Account(s) totaling:	71,810.00	0.00	0.00	0.00	71,810.00	0.00	0.00	0.00	0.00	-75,837.22	-75,837.22	-4,027.22	105.61

7 a ii



# Reserve Fund Transfer Request

Date: June 3, 2014

It is requested by the undersigned that the sum of \$8,162 be transferred from the Reserve Fund to:

UMAS Acct. # 1-610-5200-5242

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

Description (e.g. Selectmen's expenses) Library Building Repair and Maintenance

The balance in the line item as of 5/31/14 (Date) is -\$2,703.28. An amount of \$10,800 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

There have been problems closing, locking and opening the exterior wood library front doors for several years due to extreme weather conditions and frequent use. After the new cement walkway was installed in August 2013, the doors could not be securely locked and it was advised they be replaced. The new aluminum exterior doors were installed as an emergency measure on 9/20/13. Nashoba Security replaced the cylinders to match the master key system already in place at the library to assure security especially when the library is used for after hours meetings.

The annual HVAC preventive maintenance contract, faulty boiler ignition switch repair, annual maintenance contract on copier coin box, spring irrigation repair & start-up, fire alarm system and AED battery replacement, and two backflow preventers which need to be rebuilt in June to pass annual inspection are some of the funds needed before the end of June 2014. Any remaining funds will be returned to the General Fund.

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

<u>Mary J. Brolin</u>	(Signature)	<u>Library Trustee</u>	(Title)
<u>Robert W. Van Luce</u>	(Signature)	<u>Library Trustee</u>	(Title)
<u>John M. Rice</u>	(Signature)	<u>Library Trustee</u>	(Title)
<u>Ann Campbell</u>	(Signature)	<u>Library Trustee</u>	(Title)
<u>Sandra T. B...</u>		<u>Library Trustee</u>	
<u>Ma...</u>		<u>Library Trustee</u>	

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

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

Country Glass Company Inc.

9 Bonazzoli Avenue, # 6  
Hudson, MA 01749

Date	Invoice #
10/3/2013	39071-8

Bill To
SARGENT MEMORIAL LIBRARY 427 MASS AVE BOXBOROUGH, MA 01719

P.O. No.
LIBRARY

Description	Qty	Amount
SUPPLY & INSTALL NEW COMMERCIAL ALUMINUM ENTRYWAY : INCLUDING : 2 36" DOORS SANDSTONE COLOR CONCEALED PANIC DEVICES EXTERIOR LEVER ENTRANCE DEVICE NEW ALUMINUM THRESHOLD		7,560.00
JOB COMPLETE 10/2		0.00

<b>Subtotal</b>	\$7,560.00
<b>Sales Tax (6.25%)</b>	\$0.00
<b>Total</b>	\$7,560.00

Phone #	Fax #	E-mail	Web Site
978-562-2332	978-562-9802	info@countryglass.com	countryglass.com

Nashoba Security, Inc.

474 Great Road  
 Littleton Ma. 01460  
 978-486-8615

**INVOICE**

Date	Invoice #
11/6/2013	34057

"A Veteran Owned Business"

Bill To
Boxborough Library Rt. 111, 427 Mass Ave. Boxborough, MA 01719

Ship To
Maureen Strapko 978-263-4680 mstrapko@cwmars.org

P.O. Number	Terms	Serviced	Due Date	Rep	Via	Project
	Net 15	10/24/2013	11/21/2013	CS	On Site	
Quantity	Item Code	Description	U/M	Price Each	Amount	
		Security /				
		Safety Hardware				
1	KA/IL-7205	Mortise Cylinder 1 1/4" - G Keyway		19.99	19.99	
2	FA-951 P 626	RIM Cylinder, "G" Keyway 5 Pin		98.12	196.24	
3	Cylinder Re-pin	Cylinder Repin on Master Key System		18.13	54.39	
	Business Hours	Service Call, Labor & Installation Swap out three cylinders on new front doors. 1 cylinder is for exit trim and 2 cylinders are for dogging mechanism on panic bars. Pin cylinders to master.		331.00	331.00	
We Appreciate Your Business!				Subtotal	\$601.62	
				Sales Tax (0.0%)	\$0.00	
				<b>Total</b>	<b>\$601.62</b>	

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 7/1/13 To 5/31/14

AccountNumber	AccountName	Original Budget	Budget Adjustments	Current Budget	Payments This Period	Payments To Date	Receipts This Period	Receipts To Date	Payments to Date-Net	Ending Balance	Percent Expended
<b>Library</b>											
001-610-5100-5112	Library Salary - Director	74,352.00	0.00	74,352.00	66,375.41	66,375.41	0.00	0.00	66,375.41	7,976.59	89.27%
001-610-5100-5119	Library Salary - Staff	132,169.00	1,252.00	133,421.00	114,928.30	114,928.30	0.00	0.00	114,928.30	18,492.70	86.14%
001-610-5200-5210	Library Electricity	14,000.00	0.00	14,000.00	11,716.01	11,716.01	0.00	0.00	11,716.01	2,283.99	83.69%
001-610-5200-5212	Library Heating	6,500.00	0.00	6,500.00	6,965.13	6,965.13	0.00	0.00	6,965.13	-465.13	107.16%
001-610-5200-5238	Library Hardware and Software	2,800.00	0.00	2,800.00	2,316.11	2,316.11	0.00	0.00	2,316.11	483.89	82.72%
001-610-5200-5242	Library Repair and Maint - Buildings and G	10,800.00	0.00	10,800.00	13,503.28	13,503.28	0.00	0.00	13,503.28	-2,703.28	125.03%
001-610-5200-5341	Library Telephone	1,600.00	0.00	1,600.00	1,366.60	1,366.60	0.00	0.00	1,366.60	233.40	85.41%
001-610-5200-5342	Library Postage	375.00	0.00	375.00	267.00	267.00	0.00	0.00	267.00	108.00	71.20%
001-610-5400-5430	Library Repairs and Maint - Building Equip	3,000.00	0.00	3,000.00	2,139.55	2,139.55	0.00	0.00	2,139.55	860.45	71.32%
001-610-5400-5520	Library Audio	9,000.00	0.00	9,000.00	6,275.19	6,275.19	0.00	0.00	6,275.19	2,724.81	69.72%
001-610-5400-5521	Library Books	36,500.00	0.00	36,500.00	30,866.71	30,866.71	0.00	0.00	30,866.71	5,633.29	84.57%
001-610-5400-5523	Library Processing Supplies	2,800.00	0.00	2,800.00	1,322.42	1,322.42	0.00	0.00	1,322.42	1,477.58	47.23%
001-610-5400-5524	Library Serials	5,000.00	0.00	5,000.00	4,813.85	4,813.85	0.00	0.00	4,813.85	186.15	96.28%
001-610-5400-5525	Library Videos	8,000.00	0.00	8,000.00	7,447.89	7,447.89	0.00	0.00	7,447.89	552.11	93.10%
001-610-5700-5711	Library Travel Expense - In State	800.00	0.00	800.00	730.59	730.59	0.00	0.00	730.59	69.41	91.32%
001-610-5700-5730	Library Dues	350.00	0.00	350.00	285.00	285.00	0.00	0.00	285.00	65.00	81.43%
001-610-5700-5731	Library CW Mairs Dues	12,410.00	0.00	12,410.00	931.00	931.00	0.00	0.00	931.00	11,479.00	7.50%
001-610-5700-5781	Library Programs	1,000.00	0.00	1,000.00	467.50	467.50	0.00	0.00	467.50	532.50	46.75%
001-610-5700-5851	Library Alarm System Expense	1,500.00	0.00	1,500.00	1,330.00	1,330.00	0.00	0.00	1,330.00	170.00	88.67%
<b>Sum</b>	<b>Library</b>	<b>322,956.00</b>	<b>1,252.00</b>	<b>324,208.00</b>	<b>274,047.54</b>	<b>274,047.54</b>	<b>0.00</b>	<b>0.00</b>	<b>274,047.54</b>	<b>50,160.46</b>	<b>84.53%</b>

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**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 44** MUNICIPAL FINANCE**Section 33B** Transfer of appropriations; restrictions

Section 33B. (a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, an amount appropriated for the use of any department other than a municipal light department or a school department to the appropriation for any other department, but the amount transferred from 1 department to another may not exceed, in the aggregate, 3 per cent of the annual budget of the department from which the transfer is made. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity establish under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated for the use of any department other than a municipal light department or a school department to the appropriation for any other department or within a department, but the amount transferred from 1 department to another or within a department may not exceed, in the aggregate, 3 per cent of the annual budget of the department from or within which the transfer is made or \$5,000, whichever is greater.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.

**TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT**

**For the Period 7/1/13 To 5/31/14**

<b>AccountNumber</b>	<b>AccountName</b>	<b>Original Budget</b>	<b>Budget Adjustments</b>	<b>Current Budget</b>	<b>Payments This Period</b>	<b>Payments To Date</b>	<b>Receipts This Period</b>	<b>Receipts To Date</b>	<b>Payments to Date-Net</b>	<b>Ending Balance</b>	<b>Percent Expended</b>
<b>Town Hall</b>											
001-192-5100-5114	Town Hall Clerical Salary	176,450.00	-4,917.00	171,533.00	135,857.90	135,857.90	0.00	0.00	135,857.90	35,675.10	79.20%
001-192-5200-5210	Town Hall Electricity	8,400.00	0.00	8,400.00	6,952.99	6,952.99	0.00	0.00	6,952.99	1,447.01	82.77%
001-192-5200-5212	Town Hall Heating	4,000.00	0.00	4,000.00	4,739.39	4,739.39	0.00	0.00	4,739.39	-739.39	118.48%
001-192-5200-5240	Town Hall Equipment Maintenance	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00%
001-192-5200-5242	Town Hall Repairs and Maintenance	1,500.00	0.00	1,500.00	2,831.06	2,831.06	0.00	0.00	2,831.06	-1,331.06	188.74%
001-192-5200-5247	Town Hall Maintenance Agreement Copier	3,306.00	0.00	3,306.00	3,030.17	3,030.17	0.00	0.00	3,030.17	275.83	91.66%
001-192-5200-5248	Town Hall Maintenance Agreement Postal	3,026.00	0.00	3,026.00	2,595.32	2,595.32	0.00	0.00	2,595.32	430.68	85.77%
001-192-5200-5274	Town Hall Water Cooler	261.00	0.00	261.00	193.68	193.68	0.00	0.00	193.68	67.32	74.21%
001-192-5200-5304	Town Hall Network Admin. Services	1,080.00	0.00	1,080.00	0.00	0.00	0.00	0.00	0.00	1,080.00	0.00%
001-192-5200-5327	Town Hall Fire Inspection	925.00	0.00	925.00	824.00	824.00	0.00	0.00	824.00	101.00	89.08%
001-192-5200-5340	Town Hall Website Hosting	1,825.00	0.00	1,825.00	1,135.00	1,135.00	0.00	0.00	1,135.00	690.00	62.19%
001-192-5200-5341	Town Hall Telephone	3,720.00	0.00	3,720.00	3,286.27	3,286.27	0.00	0.00	3,286.27	433.73	88.34%
001-192-5200-5342	Town Hall Postage	5,000.00	0.00	5,000.00	4,826.83	4,826.83	0.00	0.00	4,826.83	173.17	96.54%
001-192-5200-5343	Town Hall Postage Permits	200.00	0.00	200.00	200.00	200.00	0.00	0.00	200.00	0.00	100.00%
001-192-5200-5347	Town Hall Printing	4,600.00	0.00	4,600.00	3,672.48	3,672.48	0.00	0.00	3,672.48	927.52	79.84%
001-192-5200-5348	Town Hall Legal Notices	200.00	0.00	200.00	261.58	261.58	0.00	0.00	261.58	-61.58	130.79%
001-192-5200-5349	Town Hall Classifieds	500.00	0.00	500.00	1,151.00	1,151.00	0.00	0.00	1,151.00	-651.00	230.20%
001-192-5400-5420	Town Hall Other Office Expense	700.00	0.00	700.00	568.82	568.82	0.00	0.00	568.82	131.18	81.26%
001-192-5400-5421	Town Hall Office Equipment	500.00	0.00	500.00	574.54	574.54	0.00	0.00	574.54	-74.54	114.91%
001-192-5400-5422	Town Hall Stationary and Forms	206.00	0.00	206.00	48.00	48.00	0.00	0.00	48.00	158.00	23.30%
001-192-5400-5423	Town Hall Copy Paper and Supplies	2,440.00	0.00	2,440.00	1,336.03	1,336.03	0.00	0.00	1,336.03	1,103.97	54.76%
001-192-5400-5430	Town Hall Building Maintenance	1,000.00	0.00	1,000.00	1,287.08	1,287.08	0.00	0.00	1,287.08	-287.08	128.71%
001-192-5400-5450	Town Hall Cleaning Supplies	1,000.00	0.00	1,000.00	663.26	663.26	0.00	0.00	663.26	336.74	66.33%
001-192-5400-5589	Town Hall Software	5,500.00	0.00	5,500.00	1,500.00	1,500.00	0.00	0.00	1,500.00	4,000.00	27.27%
001-192-5700-5710	Town Hall Lodging and Meals - In State	1,300.00	0.00	1,300.00	753.09	753.09	0.00	0.00	753.09	546.91	57.93%

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 7/1/13 To 5/31/14

AccountNumber	AccountName	Original Budget	Budget Adjustments	Current Budget	Payments This Period	Receipts This Period	Payments To Date	Receipts To Date	Payments to Date-Net	Ending Balance	Percent Expended
001-192-5700-5711	Town Hall Travel Expense. - In State	283.00	0.00	283.00	18.00	0.00	18.00	0.00	18.00	265.00	6.36%
001-192-5700-5715	Town Hall Conferences	1,175.00	0.00	1,175.00	1,085.00	0.00	1,085.00	0.00	1,085.00	90.00	92.34%
001-192-5700-5716	Town Hall Training	1,905.00	0.00	1,905.00	940.00	0.00	940.00	0.00	940.00	965.00	49.34%
001-192-5700-5730	Town Hall Dues	1,030.00	0.00	1,030.00	1,044.25	0.00	1,044.25	0.00	1,044.25	-14.25	101.38%
001-192-5700-5736	Town Hall Meetings	100.00	0.00	100.00	17.78	0.00	17.78	0.00	17.78	82.22	17.78%
001-192-5800-5855	Town Hall Furniture	300.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00%
001-192-5800-5856	Town Hall Technology Related	2,100.00	15,600.00	17,700.00	1,652.00	0.00	1,652.00	0.00	1,652.00	16,048.00	9.33%
<b>Sum</b>	<b>Town Hall</b>	<b>235,032.00</b>	<b>10,683.00</b>	<b>245,715.00</b>	<b>183,045.52</b>	<b>0.00</b>	<b>183,045.52</b>	<b>0.00</b>	<b>183,045.52</b>	<b>62,669.48</b>	<b>74.50%</b>

3% OF \$171,533 = \$5,145.99

Wind River Environmental LLC  
 577 Main Street  
 Hudson MA 01749  
 Acquisition: Wind River Environmental

# Invoice



Billing Questions: 978-841-5080

Service Questions: 978-562-4500

**BILL TO**

**Customer Number:** 1314323  
 Boxboro Town Hall  
 Cheryl Mahoney  
 29 Middle Road  
 Boxborough, MA 01719

**JOB SITE**

Boxboro Town Hall  
 29 Middle Road  
 Boxborough, MA 01719  
 Boxboro Town Hall

**Service Date:** 01-May-2014      **Invoice Number:** 2921101      **Order Number:** 0208125001  
**P.O.Number:** none      **Invoice Date:** 23-May-2014      **Order Date:** 17-Apr-2014

<u>Quantity</u>	<u>Service Type</u>	<u>Amount</u>	<u>Tax</u>
1.00	Pump Repairs	\$4,668.00	\$0.00

Subtotal Non Taxed: \$4,668.00  
 Subtotal Taxed: \$0.00  
 Tax: \$0.00  
 Subtotal: \$4,668.00

ESTIMATE : \$ 4490.50  
 ADD'L WORK : + 177.50  
 \$ 4,668.00

Less :

Credits: \$0.00  
 Payments: \$0.00

*[Signature]*  
 Signature

\$ 4668  
 Amount to Pay      Vendor Acct #

**Balance:** \$4,668.00      5/23/14      2921101  
 Invoice Date      Invoice #

Payment Terms: Due on Receipt  
 Posting Account 801-192-5200-5242

OKAY TO PAY  
*[Signature]*

**From:**

Please detach here and return the bottom portion with your payment.

**Customer Number:** 1314323  
 Boxboro Town Hall  
 29 Middle Road  
 Boxborough, MA 01719

Order Number	Invoice Number	Invoice Date	Amount Due
0208125001	2921101	23-May-2014	\$4,668.00

**Remit To:**

Wind River Environmental LLC.  
 577 Main Street. Suite 110  
 Hudson, MA 01749-3046

If your payment is returned NSF it will be re-presented electronically, and you will be assessed a processing fee, the maximum allowed by law.

WRE Internal Comments  Cust #	Tech Comments  C* <b>Chad Empey LLC</b> 508-922-1505    508-429-6036
System Owner <b>Boxboro Town Hall</b> 29 Middle rd Boxboro Ma 978-264-1725 Dave Lyndberg	System Location 4/22/14  Estimate inclusive of work to date

- |              |                   |
|--------------|-------------------|
| CCLS         | Approx. Gal.      |
| Custom Clean | Customer Home     |
| Zabel Filter | System Type       |
| T5           | Frequency         |
| Service Date | Previous Service  |
|              | Build Up          |
|              | Depth Below Grade |

Location Comments

Location Diagram

Services

Description	Quantity	Unit Price	Ext Price
Labour 4/22/14	3	87.5	262.5
Labour	12	87.5	1050
BOOST WITH S4C	2	1204	2408
control floats	4	50	200
Handhole	1	150	150
J-Box w cord grips	1	75	75
misc	1	30	30
Control Space	1	200	200
		Subtotal	4490.5
Hand	1 @ 15	15	Tax
Check valves	2 @ 50	100	Total
			4490.50

Please Pay 262.5 if estimate is not approved.

Tank Observations: Potential Solutions:

<input type="checkbox"/> System Operating Fine	We suggest these 4 keys to keep your system healthy: 1) Regular Servicing 2) Bacteria "Boost" at time of service 3) Use Wind River Bacteria Additive 4) Use a filter
<input type="checkbox"/> Excessive Solids	Utilize Wind River Bacteria Additive
<input type="checkbox"/> Heavy Sludge	Introduce additional bacteria via Wind River Boost Program Utilize Wind River Bacteria Additive
<input type="checkbox"/> Tee Missing/Broken	Repair/Replace Tee
<input type="checkbox"/> High Liquid Level	Could be an indication of system in hydraulic failure. Suggest a system evaluation and/or a custom cleaning. Call the office as soon as possible at 978-841-5017.
<input type="checkbox"/> Distribution Box Issue	We observed the following issues:
<input type="checkbox"/> Missing Filter	Use of a filter is one of the 4 keys to keeping your system healthy
<input type="checkbox"/> Other	

The observations and solutions identified may require additional treatment. Please call our Customer Solutions Specialist at 978-841-5017 for additional information, or call our Customer Service line at 800-499-1682 with any questions.

Payment Details

Payment Type
Credit Card
Card #:
Security Code
Exp. Date

Terms:

Tech Notes:

Replacement of 2 pumps, 4 control floats, 2 check valves and installation of new handhold. Tested System





DR. CURTIS A. BATES  
Superintendent/Principal/Curriculum Director

7c  
*Boxborough Public School District*

BLANCHARD MEMORIAL SCHOOL  
493 MASSACHUSETTS AVENUE  
BOXBOROUGH, MASSACHUSETTS 01719  
Tel. 978-263-4569  
Fax: 978-263-0477

DR. KAREN TOWER, Assistant Principal  
CLARE JEANNOTTE, Business Manager

June 12, 2014

Ms. Selina Shaw  
Town Administrator  
Boxborough Town Hall  
Middle Road  
Boxborough, MA 01719

Dear Selina,

Attached is the application to serve wine and beer at the end of the school year luncheon on Wednesday, June 18, 2014 from 1-4 p.m. at Schoolhouse #2 on Picnic Road in Boxborough and the grassy area directly across the street from the Schoolhouse. This luncheon is being held for the Blanchard Memorial School's staff to celebrate Blanchard Memorial School's 65<sup>th</sup> birthday and the closing of the Boxborough Public School District.

Nancy Morrison, owner of Schoolhouse #2, has given permission for the serving of beer and wine during the luncheon.

I have communicated with Boxborough Police Chief Warren Ryder and he is assigning a Police detail to monitor the parking and traffic flow in the area.

I would appreciate having this application presented to the Board of Selectmen for their permission at their earliest convenience.

Thank you very much for your consideration.

Sincerely,

Curtis A. Bates, Ed.D.

Superintendent/Principal/Curriculum Director

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

June 13, 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

Curtis A. Bates, Ed.D.  
Superintendent/Principal/Curriculum Dir.  
(Full name of person, firm or corporation making application)

STATE CLEARLY  
PURPOSE FOR  
WHICH LICENSE/  
PERMIT IS  
REQUESTED

Serve wine + beer  
To Celebrate Blanchard Memorial School's  
65th birthday and the closing of  
the Boxborough Public School District

GIVE LOCATION  
BY STREET  
AND NUMBER

At Schoolhouse #2  
Picnic St.  
Boxborough, MA

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.

Curtis A. Bates  
\*Signature of Individual  
or Corporate Name (Mandatory)

\_\_\_\_\_  
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 6/13 2014

\_\_\_\_\_  
Signature of Applicant

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

P.M. 3:30

\_\_\_\_\_  
Address

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

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

From: Chief Warren B. Ryder [ryder@boxboroughpolice.com](mailto:ryder@boxboroughpolice.com)  
Subject: Re: June 18th  
Date: June 6, 2014 at 4:22 PM; Jun 6  
To: [sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)  
Cc: Curtis Bates [cbates@abschools.org](mailto:cbates@abschools.org), Selina S. Shaw [selina.shaw@town.boxborough.ma.us](mailto:selina.shaw@town.boxborough.ma.us)

---

Also, I have no issues with beverages outside.

Sent from my iPad .

On Jun 6, 2014, at 4:20 PM, "Chief Warren B. Ryder" <[ryder@boxboroughpolice.com](mailto:ryder@boxboroughpolice.com)> wrote:

I can post a police officer up there for the event. We will block one side of the island for parking and pedestrian traffic.

Sent from my iPhone

On Jun 6, 2014, at 9:18 AM, "Selina Shaw" <[sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)> wrote:

Good morning, Curt. I will go up and have a look, so I can see the area to which you are referring. I cannot picture it... will then get back to you.

Regards,  
Selina

---

**From:** Curtis Bates [<mailto:cbates@abschools.org>]  
**Sent:** Friday, June 06, 2014 7:14 AM  
**To:** Selina S. Shaw; Warren Ryder  
**Subject:** June 18th

---

Good morning--

Just confirming that I will be hosting the Blanchard staff end of the year luncheon at School House #2 on Wednesday, June 18th from 1-4 p.m. The custodians and I will be up there prior to this time to set up tables and chairs. Nancy Morrison, owner of School House #2 has given permission for beverages on the property.

My question to both of you: Can we set tables up on the grassy area across the street from the School House (which I understand is Town property) and can staff take beverages over to this area?

Also, Warren ---- can you advise me about parking up at the School House so I can inform the staff? If there is a day next week that I could meet you or an officer up there and you can show me where the staff can park --- that would be great.

Please let me know if there is anything else I need to do to make this last event for the Boxborough Public School District's employees an enjoyable afternoon.

Thanks for your consideration.

Curt

--

Curtis A. Bates, Ed. D.  
Superintendent/Principal/Curriculum Director  
Boxborough Public School District  
978-263-4569 X699

From: **Curtis Bates** cbates@abschools.org  
Subject: Phone message  
Date: June 10, 2014 at 9:38 AM; Jun 10  
To: Selina S. Shaw selina.shaw@town.boxborough.ma.us

---

Selina,

To answer your question about beverages --- yes there will be beer and wine. Nancy Morrison, owner of Schoolhouse #2 has given permission as it is privately owned. I needed to know if the staff could take their drinks across the street to the grassy area if I set up table over there.

If we can't I understand. There will be 70 staff members in attendance.

Curt

--

Curtis A. Bates, Ed. D.  
Superintendent/Principal/Curriculum Director  
Boxborough Public School District  
978-263-4569 X699

## **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.



**TOWN OF BOXBOROUGH  
PUBLIC WORKS DIRECTOR CONTRACT**

Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Thomas S. Garmon (hereinafter "GARMON"). As used in this Agreement, the term "employees" refers to non—union employees covered by the Town's Personnel Plan and excludes employees employed by the School Committee.

Whereas, the TOWN wishes to secure the services of GARMON in the administration of the Public Works Department; and

Whereas, GARMON is willing to perform the duties of the position of Public Works Director according to the terms and conditions of this contract;

Now, therefore, the TOWN and GARMON hereby agree that the following terms and conditions shall govern the terms, conditions, salary and benefits of GARMON's employment with the Town.

**TERM** - The term of this contract shall be for a period of three years, commencing on July 1, 2014 and ending on June 30, 2017.

Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than three (3) months prior to June 30, 2017, it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

**APPROPRIATION** – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

**COMPENSATION** – GARMON shall receive the sum of ( ) eighty-two thousand eight hundred and twelve dollars (\$82,812) as salary for the period July 1, 2014 to June 30, 2015. GARMON may receive salary increases, based upon a meets requirements performance review, in subsequent fiscal years.

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for GARMON, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

**KEY RESPONSIBILITIES** are set forth in the Public Works Director job description that may be amended, as necessary, by the Board of Selectmen. The Public Works Director shall perform the duties specified in the job description and such other duties as the Board of Selectmen shall from time to time legally assign to the Public Works Director.

**HOURS OF WORK** - GARMON agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Public Works Director under this contract. GARMON will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted only for weeks in which paid leave is taken. It is recognized that GARMON must devote a great deal of time and effort outside normal hours to the TOWN. Accordingly, GARMON will be allowed to take reasonable amounts of time off during said normal hours, provided 48 hours advance notice is given to the Board of Selectmen. GARMON may not take more than two days compensatory time in any week.

**INDEMNIFICATION** - The TOWN agrees, to the extent permitted by law, to defend, save harmless and indemnify GARMON against any tort, professional liability claim or demand, or other civil legal action,

whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Public Works Director for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Public Works Director acted within the scope of his duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to GARMON.

This section shall survive the termination of this agreement.

**INSURANCE** - The TOWN agrees to furnish at its expense, professional liability insurance for GARMON with liability limits of One Million Dollars (\$1,000,000.00).

**HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE**

GARMON shall be eligible for a health insurance policy, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and GARMON shall pay the remaining percentage.

The Town shall provide a supplemental life insurance policy of \$10,000 for GARMON, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and GARMON shall pay the remaining percentage.

The Town shall provide a long-term disability insurance policy for GARMON, similar to other Town employees. The Town shall pay the same percentage of the premiums as it does for other Town Employees and GARMON shall pay the remaining percentage.

**VACATION, SICK & OTHER LEAVE** - GARMON shall be entitled four weeks paid vacation per fiscal year. Vacation shall accrue at the rate of thirteen and thirty-three one-hundredths (13.33) hours per month. GARMON may borrow up to eighty (80) hours of vacation leave on or after July 1, however, GARMON must repay time taken that was not accrued if employment is voluntarily terminated. No more than one hundred sixty (160) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

**HOLIDAYS** – GARMON shall receive the following paid holidays:

- |                        |                  |
|------------------------|------------------|
| New Year’s Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| Presidents’ Day        | Veterans’ Day    |
| Patriots’ Day          | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays above falls on Sunday, the following Monday shall be observed as the holiday.

In addition GARMON shall receive ten (10) days sick leave per fiscal year and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the Town under the then effective Personnel Administration Plan. Unused sick leave remaining at the expiration of this

Agreement shall carry over, in accordance with Town policies, and be credited to GARMON if this Agreement is extended.

GARMON shall receive three (3) personal leave days each fiscal year.

GARMON shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

**UNIFORM ALLOWANCE** - The Town shall pay for an annual clothing allowance for the Public Works Director which is equal in dollar amount to that provided for the non-union Department employees.

**PROFESSIONAL DEVELOPMENT** - The TOWN shall pay reasonable amounts for dues and attendance at professional development meetings, including those sponsored by the Massachusetts Highway Association, Massachusetts Tree Wardens, National Arborist Association, recycling related programs, Baystate Roads Programs, and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting. Travel outside New England must be approved during the budget process.

**VEHICLE** – The TOWN shall provide GARMON a vehicle chosen by the Town and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by GARMON in connection with performance of his duties as Public Works Director and/or for his professional growth and development. Since the Public Works Director is always on call, GARMON may drive the vehicle for personal reasons. The vehicle may NOT be used for vacation, or during periods that GARMON would NOT be reasonably expected to respond to an incident or event.

**DISCIPLINE OR DISCHARGE** - During the term of this contract, the TOWN may discipline or discharge GARMON only for just cause upon the majority vote of the duly elected Board of Selectmen. GARMON shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. GARMON shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide GARMON with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance – defined as the failure to do what duty requires to be done.

**SEVERANCE** - In the event the Board of Selectmen wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay GARMON a lump sum equal to six months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life insurance benefits for a six (6) month period following termination.

**MODIFICATION** - No change or modification of this contract shall be valid unless it shall be in writing and signed by both the parties.

**NOTICES** – Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairman of the Board of Selectmen  
29 Middle Road  
Boxborough, MA 01719

Public Works Director: Thomas S. Garmon



Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

**LAW GOVERNING** - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**SEVERABILITY OF PROVISIONS** - If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

Town of Boxborough  
Acting by and through its Board of Selectmen

\_\_\_\_\_  
**Thomas S. Garmon**

\_\_\_\_\_  
Chair, Board of Selectmen

Date: \_\_\_\_\_

\_\_\_\_\_

**Attest to Signature:**

\_\_\_\_\_

\_\_\_\_\_  
**Town Clerk**

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form by:

Certified that there is appropriation in Account \_\_\_\_\_, to fund this Contract.

\_\_\_\_\_  
**Town Counsel**

\_\_\_\_\_  
**Town Accountant**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

7 2 11

### TOWN OF BOXBOROUGH FIRE CHIEF CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Randolph T. White (hereinafter "WHITE"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the TOWN wishes to secure the services of WHITE in the administration of the Fire Department; and

Whereas, WHITE is willing to perform the duties of the position of Fire Chief, Fire Warden and Emergency Management Director according to the terms and conditions of this contract;

Now, therefore, the TOWN and WHITE hereby agree, pursuant to M.G.L. Chapter 41, Section 108O, that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which WHITE shall be entitled as Fire Chief, pursuant to M.G.L. Chapter 48, Section 42 and any successive acts and as authorized by vote of the Board of Selectmen, Town Meeting vote, or Massachusetts General Laws.

**TERM** - The term of this contract shall be for a period of fifty months, effective July 1, 2014 through August 31, 2018.

**APPROPRIATION** – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

**COMPENSATION** – WHITE shall receive the sum of ninety-three thousand three hundred and seventy-eight Dollars (\$93,378) as salary for the period July 1, 2014 to June 30, 2015. WHITE shall receive the sum of ninety-seven thousand one hundred and thirteen dollars (\$97,113) as salary for the period July 1, 2015 to June 30, 2016; the sum of one hundred thousand nine hundred and ninety-eight dollars (\$100,998) as salary for the period July 1, 2016 to June 30, 2017; the sum of one hundred five thousand and thirty-eight dollars (\$105,038) as salary for period July 1, 2017 to June 30, 2018 and the sum of seventeen thousand five hundred and seven dollars (\$17,507) for the period July 1, 2018 to August 31, 2018. All salary increases shall be contingent upon a performance review of at least "meets requirements".

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for WHITE, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

**KEY RESPONSIBILITIES** are set forth in the Fire Chief job description that may be amended, as necessary, by the Board of Selectmen. The Fire Chief shall perform the duties specified in the job description and such other duties as the Board of Selectmen shall from time to time legally assign to the Fire Chief.

**HOURS OF WORK** - WHITE agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Fire Chief under this contract. WHITE will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted for weeks in which paid leave is taken. It is recognized that the Fire Department is a 24 hour / 7 day operation and WHITE must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, WHITE will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours.

**IDEMNIFICATION** - The TOWN agrees to defend, save harmless and indemnify WHITE against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Fire Chief for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Fire Chief acted within the scope of his duties. The TOWN may compromise and settle any such claim or suit and will pay the

amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to WHITE.

This section shall survive the termination of this agreement.

**INSURANCE** - The TOWN agrees to furnish at its expense, professional liability insurance for WHITE with liability limits of One Million Dollars (\$1,000,000.00).

**HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE**

WHITE shall be eligible for a health insurance policy, similar to other Town employees. The TOWN shall pay the same percent of the premiums as it does for other Town employees and WHITE shall pay the remaining percentage.

The TOWN shall provide a supplemental life insurance policy of \$10,000 for WHITE, similar to other Town employees. The TOWN shall pay the same percent of the premiums as it does for other Town employees and WHITE shall pay the remaining percentage.

The TOWN shall provide a long-term disability insurance policy for WHITE, similar to other Town employees. The TOWN shall pay the same percentage of the premiums as it does for other Town Employees and WHITE shall pay the remaining percentage. The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

As a sworn Fire officer, WHITE shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41 Section 111F.

**VACATION, SICK & OTHER LEAVE** - WHITE shall be entitled to five (5) weeks vacation annually. Vacation shall accrue at the rate of sixteen and sixty-seven one-hundredths (16.67) hours per month. WHITE may borrow up to eighty (80) hours of vacation leave on or after July 1; however, WHITE must repay time taken that was not accrued if employment is terminated. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

**HOLIDAYS** – WHITE shall receive the following paid holidays, and is not expected to report to work on:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| President's Day        | Veterans' Day    |
| Patriot's Day          | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |

Compensation for work on holidays will conform to M.G.L. Chapter 48, Section 57E.

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays above falls on Sunday, the following Monday shall be observed as the holiday.

In addition WHITE shall receive ten (10) days sick leave per fiscal year and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the Town under the then effective Personnel Administration Plan. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with Town policies, and be credited to WHITE if this Agreement is extended.

WHITE shall receive three (3) personal leave days each fiscal year.

WHITE shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

**UNIFORM ALLOWANCE** - The TOWN will provide to WHITE a complete set of NFPA compliant personal protective gear to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet. Gear shall be properly sized and replaced as deemed necessary. WHITE shall procure as needed a PASS device, flashlight and charger, and tone alert radio pager and charger.

The TOWN will also allot WHITE a uniform allowance of Nine Hundred Fifty Dollars (\$950.00) each fiscal year. Additionally, the TOWN shall pay for the cleaning of uniforms in an amount not to exceed Five Hundred Dollars (\$500.00) per fiscal year. WHITE's station wear and Class A uniform shall be maintained or replaced through the uniform allowance. Allotment monies not used may not be carried into the next fiscal year.

Upon termination of employment all usable equipment, gear, and uniforms shall be turned in to the TOWN.

All other general provisions of the Town's bylaws relating to fringe benefits shall also apply to the Fire Chief as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Fire Chief, except as otherwise provided in this agreement.

**PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS** - The TOWN shall pay reasonable amounts for dues and attendance at professional development meetings, including those sponsored by the International Association of Fire Chiefs, Fire Chiefs Association of Massachusetts, National Fire Academy, Massachusetts Fire Fighting Academy, and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting. Travel outside New England must be approved during the budget process.

**VEHICLE** - The TOWN shall provide WHITE an unmarked fire vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by WHITE in connection with performance of his duties as Fire Chief and/or for his professional growth and development. Since the Fire Chief is always on call, WHITE may drive the vehicle for personal reasons, including vacation, except for periods during which WHITE would NOT be reasonably expected to respond to an incident or event.

**DISCIPLINE OR DISCHARGE** - During the term of this contract, the TOWN may discipline or discharge WHITE only for just cause upon the majority vote of the duly elected Board of Selectmen. WHITE shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. WHITE shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. WHITE, at his own expense, shall have the right to be represented by counsel or a representative of his choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide WHITE with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance - defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfeasance - defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance - defined as the failure to do what duty requires to be done.

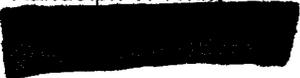
**SEVERANCE** - In the event the Board of Selectmen wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay WHITE a lump sum equivalent to twelve months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life

insurance benefits for a twelve (12) month period following termination. In the event that the Board of Selectmen wishes to exercise its right to terminate WHITE's employment under this provision, the Board of Selectmen will meet with WHITE for the purpose of explaining any reason(s) for its desire to do so.

**MODIFICATION** - No change or modification of this contract shall be valid unless it shall be in writing and signed by both the parties.

**NOTICES** - Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairman of the Board of Selectmen  
29 Middle Road  
Boxborough, MA 01719

Fire Chief: Randolph T. White  


Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

**LAW GOVERNING** - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**SEVERABILITY OF PROVISIONS** - If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

**GENERAL PROVISIONS** - The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Fire Chief.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

**Town of Boxborough  
Acting by and through its Board of Selectmen**

\_\_\_\_\_  
**Randolph T. WHITE**

Date: \_\_\_\_\_

**Attest to Signature:**

\_\_\_\_\_  
**Town Clerk**

Date: \_\_\_\_\_

Approved as to Legal Form by:

\_\_\_\_\_  
**Town Counsel**

Date: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Selectmen

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Certified that there is appropriation in Account \_\_\_\_\_, to fund this Contract.

\_\_\_\_\_  
**Town Accountant**

Date: \_\_\_\_\_

## TOWN OF BOXBOROUGH FIRE CHIEF CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Randolph T. White (hereinafter "WHITE"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the TOWN wishes to secure the services of WHITE in the administration of the Fire Department; and

Whereas, WHITE is willing to perform the duties of the position of Fire Chief, Fire Warden and Emergency Management Director according to the terms and conditions of this contract;

Now, therefore, the TOWN and WHITE hereby agree, pursuant to M.G.L. Chapter 41, Section 108O, that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which WHITE shall be entitled as Fire Chief, pursuant to M.G.L. Chapter 48, Section 42 and any successive acts and as authorized by vote of the Board of Selectmen, Town Meeting vote, or Massachusetts General Laws.

**TERM** - The term of this contract shall be for a period of fifty months, effective July 1, 2014 through August 31, 2018. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to August 31, 2018 it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

**APPROPRIATION** – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

**COMPENSATION** – WHITE shall receive the sum of ninety-three thousand three hundred and seventy-eight Dollars (\$93,378) as salary for the period July 1, 2014 to June 30, 2015. WHITE shall receive the sum of ninety-seven thousand one hundred and thirteen dollars (\$97,113) as salary for the period July 1, 2015 to June 30, 2016; the sum of one hundred thousand nine hundred and ninety-eight dollars (\$100,998) as salary for the period July 1, 2016 to June 30, 2017; the sum of one hundred five thousand and thirty-eight dollars (\$105,038) as salary for period July 1, 2017 to June 30, 2018 and the sum of seventeen thousand five hundred and seven dollars (\$17,507) for the period July 1, 2018 to August 31, 2018. All salary increases shall be contingent upon a performance review of at least "meets requirements".

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for WHITE, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

**KEY RESPONSIBILITIES** are set forth in the Fire Chief job description that may be amended, as necessary, by the Board of Selectmen. The Fire Chief shall perform the duties specified in the job description and such other duties as the Board of Selectmen shall from time to time legally assign to the Fire Chief.

**HOURS OF WORK** - WHITE agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Fire Chief under this contract. WHITE will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted for weeks in which paid leave is taken. It is recognized that the Fire Department is a 24 hour / 7 day operation and WHITE must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, WHITE will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours.

**IDEMNIFICATION** - The TOWN agrees to defend, save harmless and indemnify WHITE against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Fire Chief for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Fire Chief acted



## TOWN OF BOXBOROUGH POLICE CHIEF CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Warren B. Ryder (hereinafter "RYDER"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the TOWN wishes to secure the services of RYDER in the administration of the Police Department; and

Whereas, RYDER is willing to perform the duties of the position of Police Chief according to the terms and conditions of this contract;

Now, therefore, the TOWN and RYDER hereby agree that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which RYDER shall be entitled as Police Chief, pursuant to M.G.L. Chapter 41, Section 97A and any successive acts.

**TERM** - The term of this contract shall be for a period of three years starting July 1, 2014 through June 30, 2017. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to June 30, 2017 it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

**APPROPRIATION – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.**

**COMPENSATION** – RYDER shall receive the sum of one hundred fifteen thousand dollars (\$115,000) as salary for the period July 1, 2014 to June 30, 2015. RYDER shall receive the sum of one hundred seventeen thousand seven hundred and fifty dollars (\$117,750) as salary for the period July 1, 2015 to June 30, 2016 and shall receive the sum of one hundred twenty thousand four hundred and ninety-nine dollars (\$120,499) for the period July 1, 2016 to June 30, 2017. All salary increases shall be contingent upon a performance review of at least "meets requirements". It is noted that RYDER's salary as set forth in this section is inclusive of any and all educational incentives for which he is eligible, including, but not limited to, benefits under G.L. c. 41, §108L, and for that reason, there is no separate educational incentive provision included in this contract.

The Board of Selectmen, in its sole discretion, may propose further increases in years in which the percentage increases as set forth by the compensation listed in this section would fall short of Personnel Plan B COLAs for other salaried employees.

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for RYDER, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

**KEY RESPONSIBILITIES** are set forth in the Police Chief job description that may be amended, as necessary, by the Board of Selectmen. The Police Chief shall perform the duties specified in the job description and such other duties as the Board of Selectmen shall from time to time legally assign to the Police Chief.

**HOURS OF WORK** - RYDER agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Police Chief under this contract. RYDER will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted for weeks in which paid leave is taken. It is recognized that the Police Department is a 24 hour / 7 day operation and RYDER must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, RYDER will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours.

With the prior approval of the Board of Selectmen RYDER may work and receive additional compensation for working out-of-town private detail assignments outside of normal business hours, i.e. 9 AM – 5 PM, at the rate of forty-five dollars (\$45.00) per hour.

**IDEMNIFICATION** - The TOWN agrees to defend, save harmless and indemnify RYDER against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Police Chief for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Police Chief acted within the scope of his duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to RYDER.

This section shall survive the termination of this agreement.

**INSURANCE** - The TOWN agrees to furnish at its expense, professional liability insurance for RYDER with liability limits of One Million Dollars (\$1,000,000.00).

**HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE**

RYDER shall be eligible for a health insurance policy, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and RYDER shall pay the remaining percentage.

The Town shall provide a supplemental life insurance policy of \$10,000 for RYDER, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and RYDER shall pay the remaining percentage.

The Town shall provide a long-term disability insurance policy for RYDER, similar to other Town employees. The Town shall pay the same percentage of the premiums as it does for other Town Employees and RYDER shall pay the remaining percentage. The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

As a sworn police officer, RYDER shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41 Section 111F.

**VACATION, SICK & OTHER LEAVE** - RYDER shall be entitled to four (4) weeks vacation annually. Vacation shall accrue at the rate of thirteen and thirty-three one-hundredths (13.33) hours per month. RYDER may borrow up to eighty (80) hours of vacation leave on or after July 1; however, RYDER must repay time taken that was not accrued if employment is terminated. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

**HOLIDAYS** – RYDER shall receive the following paid holidays, and is not expected to report to work on:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| President's Day        | Veterans' Day    |
| Patriot's Day          | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |

Compensation for work on holidays will conform to M.G.L. Chapter 147, Section 17F.

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays above falls on Sunday, the following Monday shall be observed as the holiday.

In addition RYDER shall receive ten (10) days sick leave per fiscal year and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the Town under the then effective Personnel Administration Plan. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with Town policies, and be credited to RYDER if this Agreement is extended.

RYDER shall receive three (3) personal leave days each fiscal year.

RYDER shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

**UNIFORM ALLOWANCE** - The TOWN shall pay for an annual uniform allowance for the Police Chief in the amount of \$950. Additionally, the TOWN shall pay for the cleaning of uniforms in an amount not to exceed \$500 per year.

All other general provisions of the Town's bylaws relating to fringe benefits shall also apply to the Police Chief as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Police Chief, except as otherwise provided in this agreement.

**PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS** - The TOWN shall pay reasonable amounts for tuition, dues and attendance to a master's degree program, professional development meetings, including those sponsored by the International Association of Chiefs of Police, Police Chiefs Association of Massachusetts, and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting. Travel outside New England must be approved during the budget process.

Upon completion of a master's degree, the Chief may attend the FBI National Academy, with no tuition to be paid by the Town. The timing and costs of such attendance, including, but not limited to, RYDER's travel and subsistence expenses, as well as the coverage schedule for the Department in Ryder's absence, shall require approval by the Board of Selectmen.

**VEHICLE** - The TOWN shall provide RYDER an unmarked police vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by RYDER in connection with performance of his duties as Police Chief and/or for his professional growth and development. Since the Police Chief is always on call, RYDER may drive the vehicle for personal reasons, including vacation, except for periods during which RYDER would NOT be reasonably expected to respond to an incident or event.

**DISCIPLINE OR DISCHARGE** - During the term of this contract, the TOWN may discipline or discharge RYDER only for just cause upon the majority vote of the duly elected Board of Selectmen. RYDER shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. RYDER shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. RYDER, at his own expense, shall have the right to be represented by counsel or a representative of his choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide RYDER with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance - defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.

- b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance – defined as the failure to do what duty requires to be done.

**SEVERANCE** - In the event the Board of Selectmen wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay RYDER a lump sum equivalent to twelve months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life insurance benefits for a twelve (12) month period following termination. In the event that the Board of Selectmen wishes to exercise its right to terminate RYDER's employment under this provision, the Board of Selectmen will meet with RYDER for the purpose of explaining any reason(s) for its desire to do so.

**MODIFICATION** - No change or modification of this contract shall be valid unless it shall be in writing and signed by both the parties.

**NOTICES** – Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairman of the Board of Selectmen  
 29 Middle Road  
 Boxborough, MA 01719

Police Chief: Warren B. RYDER  


Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

**LAW GOVERNING** - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**SEVERABILITY OF PROVISIONS** - If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

**GENERAL PROVISIONS** – The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Police Chief.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

Town of Boxborough  
Acting by and through its Board of Selectmen

\_\_\_\_\_  
**Warren B. RYDER**

Date: \_\_\_\_\_

**Attest to Signature:**

\_\_\_\_\_  
**Town Clerk**

Date: \_\_\_\_\_

Approved as to Legal Form by:

\_\_\_\_\_  
**Town Counsel**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Chair, Board of Selectmen**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Certified that there is appropriation in Account \_\_\_\_\_, to fund this Contract.

\_\_\_\_\_  
**Town Accountant**

Date: \_\_\_\_\_



7 e i

**GRANT OF TITLE 5 COVENANT AND EASEMENT**

(property served by Shared System)

310 CMR 15.290(2)(e)

This GRANT OF TITLE 5 COVENANT AND EASEMENT made as of this day of \_\_\_\_\_ 2014, by the ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT (the "District" or "Grantor"), a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land in the Town of Boxborough, Middlesex County, Massachusetts (the "Property"), located at 493 Massachusetts Avenue, described in a deed recorded with the Middlesex (South) Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_, and shown as "Lot A" on the plan entitled: "Plan of Land in Boxborough, Mass. Owned By: Town of Boxborough at 493 Massachusetts Avenue," dated April 4, 2014, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with said Registry in Plan Book 2014, Page 385 (the "Plan");

WHEREAS, there is appurtenant to and the Property has the benefit of a Shared System, as defined in 310 CMR 15.002, said Shared System being located in part on the Property and in part on that certain parcel of land in the Town of Boxborough, Middlesex County, Massachusetts abutting the Property, located at 427 Massachusetts Avenue and described in a deed recorded with the Middlesex (South) Registry of Deeds in Book 11518, Page 377 (the "Town Property", and, together with the Property, the "Shared System Property");

WHEREAS, the Town of Boxborough is the owner of the Town Property and the Shared System in its entirety;

WHEREAS, the Property shall have the benefit of easements within those portions of the Town Property shown variously as "Util. Ease", "Septic Easement" and "Reserve Septic Easement" on the Plan sufficient to allow for construction, use, maintenance, and expansion of the Shared System, among other related purposes, such easements being granted by the Town and recorded herewith, and the Town shall have the benefit of easements for such purposes within that area of the Property shown on the Plan as "Util. Ease.", "Util. & Septic Easement", and "Temp. Const. Easement", and otherwise within the Property where elements of the Shared System are presently located, which may include the buildings on the Property (the easement premises for both the Property and the Town Property as shown on the Plan being hereinafter referred to as the "Shared System Easement");

WHEREAS, the Shared System has been approved by the Approving Authority, as defined in 310 CMR 15.002, in accordance with Title 5, 310 CMR 15.000, as amended ("Title 5"); said approval being based upon the agreements by Grantor and Grantee to incur certain obligations regarding the construction, inspection, maintenance, upgrade and expansion of the Shared System and to grant to the Approving Authority a perpetual easement to construct, inspect, maintain, upgrade and expand any component of the Shared System and in connection

herewith a perpetual easement to pass and repass over the Property and the Shared System Property for purposes of inspecting the Shared System to insure compliance with and fulfillment of the terms of this Covenant/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.290, Grantor hereby GRANTS to the TOWN OF BOXBOROUGH, a Massachusetts municipal corporation situated in Middlesex County, having an address of 29 Middle Road, Boxborough, Massachusetts 01719 ("Grantee" or "Town"), which shall include its Board of Health (hereinafter, "Approving Authority"), in consideration of and coincidental with Grantee's conveyance of easements and restrictions for the Shared System to Grantor, with QUITCLAIM COVENANTS, a TITLE 5 COVENANT AND EASEMENT ("Covenant/Easement"), in, on, upon, through, over and under the Property in the locations shown on the Plan and set forth more fully herein, the terms and conditions of which are as follows:

#### OBLIGATIONS AND EASEMENT

1. Inspection and Pumping. Grantor, its successors and assigns, covenants to the Approving Authority to have the Shared System inspected at least every three years by a System Inspector, as defined in 310 CMR 15.002, and pumped on an as needed basis, but in no event shall the Shared System be pumped less than every three years. The System Inspector shall submit the results of the inspection on a System Inspection Report (Appendix) to the Approving Authority within 30 days of the Shared System's inspection. Grantor shall provide the Approving Authority with a copy of the receipt obtained from the duly registered septage hauler upon pumping of the Shared System within 30 days of the Shared System's pumping.
2. Obligations and Costs. Grantor, in consideration of the covenants made by the Town to Grantor in the Town's Grant of Title 5 Covenant and Easement, recorded herewith, to operate, maintain, inspect, repair, upgrade, and remove and replace the Shared System as required, and to allow the Grantor full and lawful use of said Shared System, covenants to the Town:
  - a. that the Property shall be served and benefited exclusively by the Shared System for as long as the Town's aforesaid covenants remain in effect;
  - b. that the Town shall be deemed the owner of the Shared System and shall have the right as such owner, subject to such lawful approvals as are required and subject to consultation with Grantor, to establish regulations for the use and operation of the Shared System and to determine in its discretion and carry out such maintenance, inspection, repair, upgrade, and removal and replacement of the Shared System as is necessary and appropriate to provide for its use by the parties as set forth herein;
  - c. that Grantor shall pay to the Town Grantor's proportionate share of the cost of such operation, maintenance, inspection, repair, upgrade, and removal and replacement as determined by the parties by separate agreement; and
  - d. should the Town approve Grantor's request to lawfully expand, alter or relocate the Shared System and the Shared System Easement as provided for in the

Town's Grant of Title 5 Covenant and Easement, that such expansion, alteration or relocation shall be undertaken by the Town at Grantor's sole cost and expense.

3. Financial Assurance Mechanism. Grantor, its successors and assigns, agrees to provide the Approving Authority with such financial assurance mechanism, naming the Approving Authority as beneficiary, as the Approving Authority may request, which shall provide for upgrade of the Shared System in the event the Shared System fails to protect public health and the environment pursuant to the criteria established in 310 CMR 15.303.
4. Maintenance. Grantor agrees that the Shared System has been constructed such that the Sanitary Sewage, as defined in 310 CMR 15.002, from any Facility, as defined in 310 CMR 15.002, owned by Grantor may be denied access to the Shared System in the event Grantor fails to pay its proportionate share of the cost of operation, maintenance, inspection, repair, upgrade, and removal and replacement costs incurred for said Shared System.
5. Insurance. The Town shall maintain insurance coverage for its use of the Shared System Easement, and shall provide the District with evidence of such insurance coverage upon request.
6. Easements. Grantor hereby grants to Grantee and its successors and assigns a perpetual, nonexclusive EASEMENT to enter upon and the right to bring equipment onto the Shared System Easement to do any and all acts deemed necessary to construct, install, use, operate, maintain, inspect, upgrade, repair, remove, excavate, replace, and expand the Shared System, together with a right to pass and repass by foot and by vehicle over the Shared System Easement for said purposes, including the removal and trimming of vegetation, trees, or shrubs therefrom, and for purposes of inspecting the Shared System Easement to insure compliance with and fulfillment of the terms of this Covenant/Easement; provided, however, that Grantee shall provide Grantor with notice prior to any entry upon the Shared System Easement for the purposes set forth herein at least fifteen (15) days in advance of such entry, except in cases of emergency repairs for which Grantor shall provide notice to Grantee as soon as possible, and except in cases where Grantee has provided Grantor with a written waiver of this notice requirement; and, provided further, that Grantee shall not, without Grantor's express written permission, such permission not to be unreasonably withheld, construct, install or expand the Shared System so as to locate any part of the Shared System within that portion of the Shared System Easement shown as "Temp. Const. Easement" on the Plan. In exercising its rights and obligations hereunder, the Town shall use reasonable efforts to minimize any interference with the District's use of the Property and the Shared System Easement, and shall immediately repair any damage to the Property and its improvements caused by the Town's exercise of its rights hereunder.
7. Lien Authority of Local Approving Authority. For purposes of enforcing a lien against Shared System Property, Grantor hereby agrees that the phrase "...land upon which the structure is or was located..." as used in the second paragraph of M.G.L. c. 111, §127B shall include the Property and Grantor's rights to use the Town Property, thereby authorizing the Approving Authority to impose a lien on such property in the event the Approving Authority has incurred debt in accordance with the provisions of M.G.L. c. 111, §127B.

8. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

9. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

(i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, which injunctive relief may include the issuance of an order to modify or remove any improvements constructed upon the Shared System Easement in violation of the terms of this Covenant/Easement; and

(ii) in the assessment of penalties and enforcement action by the Approving Authority and DEP to enforce the terms of this Covenant/Easement, pursuant to Title 5; M.G.L. c. 111, §§17, 31, 122, 124, 125, 125A, 127A through 127O, and 129; and M.G.L. c. 83, § 11.

10. Provisions to Run with the Land. This Covenant/Easement sets forth rights, liabilities, agreements and obligations upon and subject to which the Shared System Easement or any portion thereof, shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Shared System Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor and Grantee and all parties claiming by, through or under them. The rights hereby granted to Grantee, its successors and assigns, constitute the perpetual right of Grantee to enforce this Covenant/Easement, and Grantor hereby covenants for itself and its successors and assigns, to stand seized and hold title to the Shared System Property, as applicable thereto, and any portion thereof, subject to this Covenant/Easement, provided, however, that a violation of this Covenant/Easement shall not result in a forfeiture or reversion of Grantor's title to the Shared System Property, as applicable thereto.

11. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Covenant/Easement herein established shall be adhered to and not violated and that their respective interests in the Shared System Property, as applicable thereto, shall be subject to the provisions herein set forth.

12. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Covenant/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Shared System Property, or any portion thereof, is conveyed.

13. Recordation. Grantor shall record and/or register this Covenant/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of receipt from the Local Approving Authority of the approved Covenant/Easement. Grantor shall file with the Approving Authority a certified Registry copy of this Covenant/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.

14. Amendment and Release. This Covenant/Easement may be amended or released only upon approval by the Approving Authority. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office.

15. Term. The covenants granted and declared herein are made for the benefit of the Grantor and the Grantee, their transferees, successors and assigns, and may be enforced as such by those parties. Said covenants further constitute restrictions held by a governmental body, as those terms are defined in G.L. c.184, §26, and as such shall run in perpetuity and are not subject to G.L. c.184, §§27-30. To the extent such restrictions are deemed subject to said statutes, the restrictions shall have a duration of 99 years, and may be renewed for successive twenty-year periods by filing a notice of restriction prior to thirty years from the date of imposition, and thereafter prior to the end of each such twenty-year renewal period, as allowed by law pursuant to G.L. c.184, §§23 & 26-30, as the same may be amended or replaced.

16. Rights Reserved. This Covenant/Easement is granted to Grantee in connection with the approval of a Shared System pursuant to 310 CMR 15.290 through 15.292. It is expressly agreed that acceptance of this Covenant/Easement by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Approving Authority or DEP to issue any future order with respect to the Shared System Property, as applicable thereto, or in any way affect any other claim, action, suit, cause of action, or demand which the Approving Authority or DEP may have with respect thereto. Nor shall acceptance of this Covenant/Easement serve to impose any obligations, liabilities, or any other duties upon the Approving Authority. This Covenant/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

[signatures on following page]

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ACTON-BOXBOROUGH  
REGIONAL SCHOOL DISTRICT

By its Regional District School  
Committee, and its Transitional School  
Committee

\_\_\_\_\_  
Name:  
Title: Chair

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss \_\_\_\_\_, 2014

Then personally appeared the above-named \_\_\_\_\_, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name he/she signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be his/her free act and deed, before me.

Notary Public

My Commission Expires:

The Boxborough Board of Health hereby approves this Grant of Title 5  
Covenant and Easement (as to form only):

BOXBOROUGH BOARD OF HEALTH

Mari C Casare BOT  
By:

Date: 6-11-14

REGULATORY AUTHORITY  
310 CMR 15.000; M.G.L. c. 21A, § 13.

305853/PROVWW/0006

ACCEPTANCE

The Town of Boxborough, acting by and through its Board of Selectmen pursuant to the authority granted under G.L. c.83, §1, G.L. c.40, §14, and all other authority appertaining, hereby accepts the foregoing Grant of Title 5 Covenant and Easement concerning the land at 493 Massachusetts Avenue, Boxborough, Massachusetts.

TOWN OF BOXBOROUGH,  
By its Board of Selectmen

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

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss \_\_\_\_\_, 2014

Then personally appeared the above-named \_\_\_\_\_, member of said Town of Boxborough Board of Selectmen, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name he signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Board of Selectmen, before me.

Notary Public

My Commission Expires:

497451/BOXB/0502



**GRANT OF TITLE 5 COVENANT AND EASEMENT**

(property served by Shared System)

310 CMR 15.290(2)(e)

This GRANT OF TITLE 5 COVENANT AND EASEMENT made as of this day of \_\_\_\_\_, 2014, by the TOWN OF BOXBOROUGH, a Massachusetts municipal corporation situated in Middlesex County, having an address of 29 Middle Road, Boxborough, Massachusetts 01719("Grantor" or "Town").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land in the Town of Boxborough, Middlesex County, Massachusetts (the "Property"), located at 427 Massachusetts Avenue and described in a deed recorded with the Middlesex (South) Registry of Deeds in Book 11518, Page 377, less that portion of said land conveyed to the Acton-Boxborough Regional School District by deed recorded with said Registry in Book \_\_, Page \_\_ and shown as "Lot A" on the plan entitled: "Plan of Land in Boxborough, Mass. Owned By: Town of Boxborough at 493 Massachusetts Avenue," dated April 4, 2014, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with said Registry in Plan Book 2014, Page 385 (the "Plan");

WHEREAS, the Property serves as the location for a portion of a Shared System, as defined in 310 CMR 15.002, said Shared System being located on the Property and on the adjoining parcel of land which the Shared System benefits and is appurtenant to, said parcel being located at 493 Massachusetts Avenue and described in the abovesaid deed recorded with said Registry in Book \_\_, Page, and being shown as "Lot A" on the Plan (the "District Property", and, together with the "Property", the "Shared System Property");

WHEREAS, the Town of Boxborough is and shall remain the sole owner of said Shared System;

WHEREAS, the Town of Boxborough, as owner of the Property and the Shared System, shall have the benefit of easements within those portions of the District Property shown variously as "Util. Ease.", "Util. & Septic Easement", and "Temp. Const. Easement" on the Plan sufficient to allow for construction, use, maintenance, and expansion of the Shared System, among other related purposes, such easements being granted by the Acton-Boxborough Regional School District and recorded herewith, and Grantee, as defined below, shall have the benefit of easements for such purposes within that area of the Property shown on the Plan as "Util. Ease", "Septic Easement" and "Reserve Septic Easement" (the easement premises for both the Property and the District Property as shown on the Plan being hereinafter referred to as the "Shared System Easement");

WHEREAS, the Shared System has been approved by the Approving Authority, as defined in 310 CMR 15.002, in accordance with Title 5, 310 CMR 15.000, as amended ("Title 5"); said approval being based upon the agreement of Grantor and Grantee to incur certain obligations regarding the construction, inspection, maintenance, upgrade and expansion of the

Shared System and to grant to the Approving Authority a perpetual easement to construct, inspect, maintain, upgrade and expand any component of the Shared System and in connection herewith a perpetual easement to pass and repass over the Property and the Shared System Property for purposes of inspecting the Shared System to insure compliance with and fulfillment of the terms of this Covenant/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.290, Grantor hereby GRANTS to the ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT, a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720 ("Grantee" or "District"), in consideration of and coincidental with Grantee's conveyance of easements and restrictions for the Shared System to Grantor, with QUITCLAIM COVENANTS, a TITLE 5 COVENANT AND EASEMENT ("Covenant/Easement"), in, on, upon, through, over and under the Property in the locations shown on the Plan and set forth more fully herein, the terms and conditions of which are as follows:

#### OBLIGATIONS AND EASEMENT

1. Inspection and Pumping. Grantor covenants to Grantee and its assigns to have the Shared System inspected at least every three years by a System Inspector, as defined in 310 CMR 15.002, and pumped on an as needed basis, but in no event shall the Shared System be pumped less than every three years. The System Inspector shall submit the results of the inspection on a System Inspection Report (Appendix) to the Approving Authority and the District within 30 days of the Shared System's inspection. Grantor shall provide the Approving Authority and the District with a copy of the receipt obtained from the duly registered septage hauler upon pumping of the Shared System within 30 days of the Shared System's pumping.
2. Obligations and Costs. Grantor, consistent with the covenants made by the District to the Grantor in the District's Grant of Title 5 Covenant and Easement, recorded herewith, covenants to Grantee and its successors and assigns, that it shall operate, maintain, inspect, repair, upgrade, and remove and replace as required the Shared System within the Shared System Easement as necessary to benefit and serve the District Property for all uses incidental to the use and maintenance of a public school on such property, in accordance with applicable law, and shall allow said Acton-Boxborough Regional School District and its assigns the full use of the Shared System at all times to benefit the aforementioned land, provided that such use is lawful and otherwise in compliance with the covenants made to Grantor by Grantee concerning such use, and that said District Property is used for school purposes only. The cost of such operation, maintenance, inspection, repair, upgrade, and removal and replacement shall be divided between the parties as they shall determine by separate agreement.

At the reasonable request and at the sole expense of the Acton-Boxborough Regional School District, Grantor shall lawfully expand, alter or relocate the Shared System and the Shared System Easement to accommodate the District's use of the District Property for school purposes, provided that such expansion, alteration or relocation shall not in any manner, as determined by the Town in its reasonable discretion, pose an increased risk to or materially limit or compromise the Town's property and its use thereof, reduce the capacity of the Shared System available for Town use, or significantly compromise the Town's ability to make use of such capacity.

3. Financial Assurance Mechanism/Insurance. Grantor, its successors and assigns, agrees to provide the Approving Authority with such financial assurance mechanism, naming the Approving Authority as beneficiary, as the Approving Authority may request, which shall provide for upgrade of the Shared System in the event the Shared System fails to protect public health and the environment pursuant to the criteria established in 310 CMR 15.303. In addition, the District shall maintain general liability and property insurance coverage for its use of the Shared System Easement and shall provide the Town with evidence of such insurance coverage upon request.

4. Easements. Grantor hereby grants to Grantee and its successors and assigns a perpetual, nonexclusive EASEMENT to enter upon and the right to bring equipment onto the Shared System Easement to do any and all acts deemed necessary to construct, install, lay, operate, use, maintain, inspect, upgrade, repair, remove, excavate, replace, and expand any component of the Shared System, together with a right to pass and repass by foot and by vehicle over the Shared System Easement for said purposes, including the removal and trimming of vegetation, trees, or shrubs therefrom, and for purposes of inspecting the Shared System Easement to insure compliance with and fulfillment of the terms of this Covenant/Easement, provided, however, that Grantee shall provide Grantor with notice prior to any entry upon the Shared System Easement for the purposes set forth herein at least fifteen (15) days in advance of such entry, except in cases of emergency repairs for which Grantor shall provide notice to Grantee as soon as possible, and except in cases where Grantee has provided Grantor with a written waiver of this notice requirement, and shall not exercise any of such easement rights other than the right to use the Shared System, without prior approval of Grantor, such approval not be unreasonably withheld. The rights of easement granted herein are further subject to Grantor's reserved right to lawfully relocate, at any time and for any reason, in its sole discretion and at its sole cost and expense, the portions of the Shared System and Shared System Easement located on the Property, and to construct, install, operate, use, maintain, inspect, upgrade, repair, remove, excavate, replace, and expand any component of the Shared System to serve the Property and any other property owned by the Town, provided, however, that the Town shall not, by the exercise of such reserved rights, unnecessarily and materially limit or compromise the District's exercise of the rights granted to it hereunder.

5. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

6. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

(i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, which injunctive relief may include the issuance of an order to modify or remove any improvements

constructed upon the Shared System Easement in violation of the terms of this Covenant/Easement; and

(ii) in the assessment of penalties and enforcement action by the Approving Authority and DEP to enforce the terms of this Covenant/Easement, pursuant to Title 5; M.G.L. c. 111, §§17, 31, 122, 124, 125, 125A, 127A through 127O, and 129; and M.G.L. c. 83, § 11.

7. Provisions to Run with the Land. This Covenant/Easement sets forth rights, liabilities, agreements and obligations upon and subject to which the Shared System Easement or any portion thereof, shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth, except as otherwise stated herein, shall run with the Shared System Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor and Grantee and all parties claiming by, through or under them. The rights hereby granted to Grantee and its successors and assigns, constitute the perpetual right of Grantee to enforce this Covenant/Easement, and Grantor hereby covenants for itself and its successors and assigns, to stand seized and hold title to the Shared System Property, as applicable thereto, and any portion thereof, subject to this Covenant/Easement, provided, however, that a violation of this Covenant/Easement shall not result in a forfeiture or reversion of Grantor's title to the Shared System Property, as applicable thereto.

8. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Covenant/Easement herein established shall be adhered to and not violated and that their respective interests in the Shared System Property, as applicable thereto, shall be subject to the provisions herein set forth.

9. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Covenant/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Shared System Property, or any portion thereof, is conveyed.

10. Recordation. Grantor shall record and/or register this Covenant/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of receipt from the Local Approving Authority of the approved Covenant/Easement. Grantor shall file with the Approving Authority a certified Registry copy of this Covenant/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.

11. Amendment and Release. This Covenant/Easement may be amended or released only upon approval by the Approving Authority. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office.

12. Term. The covenants granted and declared herein are made for the benefit of the Grantor and the Grantee, their transferees, successors and assigns, and may be enforced as such by those parties. Said covenants shall constitute restrictions held by a governmental body, as those terms

are defined in G.L. c.184, §26, and as such shall run in perpetuity and are not subject to G.L. c.184, §§27-30. To the extent such restrictions are deemed subject to said statutes, the restrictions shall have a duration of 99 years, and may be renewed for successive twenty-year periods by filing a notice of restriction prior to thirty years from the date of imposition, and thereafter prior to the end of each such twenty-year renewal period, as allowed by law pursuant to G.L. c.184, §§23 & 26-30, as the same may be amended or replaced.

13. Rights Reserved. This Covenant/Easement is granted to Grantee in connection with the approval of a Shared System pursuant to 310 CMR 15.290 through 15.292. It is expressly agreed that acceptance of this Covenant/Easement by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Approving Authority or DEP to issue any future order with respect to the Shared System Property, as applicable thereto, or in any way affect any other claim, action, suit, cause of action, or demand which the Approving Authority or DEP may have with respect thereto. Nor shall acceptance of this Covenant/Easement serve to impose any obligations, liabilities, or any other duties upon the Approving Authority. This Covenant/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF BOXBOROUGH,  
By its Board of Selectmen

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

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Selectmen of the Town of Boxborough.

Notary Public

My Commission Expires:

The Boxborough Board of Health hereby approves this Grant of Title 5  
Covenant and Easement (as to form only):

BOXBOROUGH BOARD OF HEALTH

Marci Cannon Bott  
By:

Date: 6-11-14

REGULATORY AUTHORITY  
310 CMR 15.000: M.G.L. c. 21A, § 13.

497448/BOXB/0502

**ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS ("**Assignment**") is made and entered into as of \_\_\_\_\_, 2014 by and between the Town of Boxborough, a Massachusetts municipality, ("**Assignor**"), and Acton-Boxborough Regional School District, a Massachusetts regional school district ("**Assignee**").

**RECITALS**

A. Assignor and Assignee have entered into that certain Intermunicipal Agreement dated as of \_\_\_\_\_, 2014 (the "**Intermunicipal Agreement**") with respect to, among other things, the transfer of the School Property.

B. The Assignor is a party to those certain operating agreements relating to the School Property and identified on Exhibit 1 attached hereto, copies of which are attached and incorporated herein by reference (collectively, the "**Operating Agreements**"); and

C. Sections 9.B.1.a and 9.B.2.c of the Intermunicipal Agreement requires Assignor and Assignee to execute this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the respective meanings provided therefor in the Intermunicipal Agreement.
2. **Assignment and Assumption.** From and after the date hereof and for the remainder of the term of each of the Operating Agreements, the Assignor hereby irrevocably assigns, sets over, transfers, grants, bargains and conveys to Assignee all of Assignor's right, title and interest in and to the Operating Agreements. Assignee hereby expressly assumes for itself and its successors, assigns and legal representatives, the Operating Agreements and all of the rights, obligations and liabilities of Assignor thereunder to the extent first accruing and arising on or after the date hereof and (a) agrees to be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liabilities of Assignor thereunder that first accrue and arise on or after the date hereof, and (b) keep, perform and observe all of the covenants and conditions contained therein on the part of Assignor to be kept, performed and observed, from and after the date hereof.

3. **General Provisions.**

- a. **Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- b. **Counterparts.** This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
- c. **Governing Law.** This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law.
- d. **No Representation or Warranty.** EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE INTERMUNICIPAL AGREEMENT, ASSIGNOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER IN CONNECTION WITH THIS ASSIGNMENT AND THE OPERATING AGREEMENTS.

[Signatures on next page]

IN WITNESS WHEREOF, this Assignment was made and executed as of the date first above written.

**ASSIGNEE:**

By its Regional District School  
Committee, and its Transitional School  
Committee

**ASSIGNOR:**

TOWN OF BOXBOROUGH

By its Board of Selectmen

\_\_\_\_\_  
Name:

Title: Chair

Duly authorized by vote of the Regional  
District School Committee dated  
May 22, 2014 and attached hereto

\_\_\_\_\_  
Name:

Title: Chair

Duly authorized by vote of the Board of  
Selectmen dated \_\_\_\_\_ and  
attached hereto

Approved as to form:

Boxborough Public School Committee

Brigid O. Bieber

Name: Brigid O. Bieber

Title: Chair

Duly authorized by vote of the  
Boxborough Public School Committee  
dated June 11, 2014 and attached hereto



**BILL OF SALE AND ASSIGNMENT**

THIS **BILL OF SALE AND ASSIGNMENT** ("**Bill of Sale**") is made as of \_\_\_\_\_, 2014 between the Town of Boxborough, a Massachusetts municipality, ("**Seller**"), and Acton-Boxborough Regional School District, a Massachusetts regional school district ("**Buyer**").

**RECITALS**

A. Seller is the owner of that certain real property located in the Town of Boxborough, County of Middlesex, Commonwealth of Massachusetts (the "**Real Property**"), as more particularly described in the Intermunicipal Agreement (as such term is defined herein).

B. Seller and Buyer have entered into that certain Intermunicipal Agreement dated as of \_\_\_\_\_, 2014 (the "**Intermunicipal Agreement**") with respect to, among other things, the transfer of the Real Property as well as the "**Personal Property**," the "**Intangible Property**" and certain other property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not otherwise defined herein shall have the respective meanings provided therefor in the Intermunicipal Agreement.
2. Seller does hereby unconditionally, absolutely, and irrevocably grant, bargain, sell, transfer, assign, convey, set over and deliver unto Buyer all of Seller's right, title and interest in and to the Personal Property and the Intangible Property (collectively, the "**Property**").
3. Seller represents that it is the sole owner of the Property and that the same is free and clear of all liens, mortgages, pledges, security interests, prior assignments and encumbrances.
4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
5. This Bill of Sale and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law.

[Signatures on next page]

IN WITNESS WHEREOF, this Bill of Sale was made and executed as of the date first above written.

**BUYER:**  
ACTON-BOXBOROUGH  
REGIONAL SCHOOL DISTRICT

By its Regional School District  
Committee

\_\_\_\_\_  
Name:  
Title: Chair  
Duly authorized by vote of the Regional  
District School Committee dated  
May 22, 2014 and attached hereto

**SELLER:**  
TOWN OF BOXBOROUGH

By its Board of Selectmen

\_\_\_\_\_  
Name: Vincent M. Amoroso  
Title: Chair  
Duly authorized by vote of the Board of  
Selectmen dated \_\_\_\_\_ and  
attached hereto

Approved as to Form:  
Boxborough School Committee

Brigid O. Bieber  
Name: Brigid O. Bieber  
Title: Chair  
Duly authorized by vote of the  
Boxborough School Committee dated  
June 11, 2014 and attached hereto]

## LEASE

### 1. PARTIES

The United Church of Christ, Congregational, Boxborough, MA (hereinafter referred to as LESSOR) does hereby lease to the Town of Boxborough acting by and through its Board of Selectmen, with a mailing address of 29 Middle Road, Boxborough, MA 01719 (hereinafter referred to as LESSEE), and LESSEE hereby leases the following described premises.

### 2. PREMISES

The upper level containing approximately 1,925 square feet of the building known as Fellowship Hall (FH), located at 30 Middle Rd., Boxborough, MA including exclusive use of upper level lockable walk-in storage closet, together with one half of the outdoor area southerly of the Fellowship Hall between the Fellowship Hall and the church building and all of the outdoor area easterly of the Fellowship Hall between the Fellowship Hall and Middle Road to be used for outdoor recreation purposes, together with a parking area westerly of the Fellowship Hall containing 36 parking spaces and aisle, together with at least 225 square feet of lockable storage space on the lower level of Fellowship Hall, all as shown on the sketch plan attached as Exhibit A (the "FH Space" or the "Leased Premises").

LESSEE shall have exclusive use of the FH Space from 8:30 AM to 4:00 PM, Monday through Friday. Upon provision of at least 7 days' prior written notice to the LESSOR, LESSEE may request occasional use of the FH space outside of those hours. Said request shall not be unreasonably denied by the LESSOR. The parties shall mutually agree upon the terms for such additional use, provided, however, such use shall be without additional rent. If said requests occur on more than an occasional basis, LESSEE and LESSOR shall mutually agree upon an additional amount of rent for said use.

LESSEE shall also have the non-exclusive use of the parking area driveway for access to the Leased Premises from Middle Road, including access by van.

### 3. TERM

The term of this lease shall be for thirty-six months commencing on July 1, 2014 (the "Occupancy Date") and ending on June 30, 2017.

### 4. RENT

Rent shall be Nine Hundred Fifty Dollars (\$950) per month for the period commencing on July 1, 2014 to June 30, 2015; Nine Hundred Seventy-Five Dollars (\$975) per month for the period commencing on July 1, 2015 to June 30, 2016 and Nine Hundred Ninety-Five (\$995) per month for the period commencing on July 1, 2016 to June 30, 2017, and shall be payable on or before the first day of each month.

### 5. UTILITIES

LESSOR shall, throughout the term of this lease, provide and pay all charges when due for all

utilities used in and about the Leased Premises, including, without limitation, gas, oil, heat, hot water, air conditioners and electricity. LESSOR shall not be responsible to LESSEE for the failure or interruption of any of the foregoing services unless due to LESSOR's failure to arrange for or pay charges for said services.

6. **USE OF LEASED PREMISES**

LESSEE shall use the leased premises for the following purpose and for no other purpose without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed: As a community center, including social and recreational activities, counseling services and meals, and other activities customarily carried out in a municipal "community center" and other related purposes.

7. **EQUIPMENT AND FURNISHINGS**

LESSEE will purchase and install all outdoor recreation furnishings and equipment as may be desired by LESSEE; LESSOR may use such recreational furnishings and equipment on Sundays and other occasions as mutually agreed. Both LESSOR and LESSEE may use each other's interior furnishings in their respective programs. LESSOR and LESSEE shall be respectful of each other's personal property. The existing window air conditioners shall continue to be provided by LESSOR and shall be repaired and replaced by LESSOR as needed.

Repairs to damaged furniture or equipment shall be made by party responsible for damage as determined by agreement of LESSOR and LESSEE. All LESSEE's equipment on the upper level of Fellowship Hall must be able to be stored in an 8' x 8' area of the upper level upon the request of LESSOR. LESSEE may, at any time remove any equipment provided by LESSEE, and may, at the termination of the Lease, remove fixtures provided by LESSEE if removal can be accomplished without damage to the Leased Premises.

8. **COMPLIANCE WITH LAWS**

LESSEE shall, throughout the term of this lease, procure and maintain any licenses and permits required for any use made of the leased premises by LESSEE. LESSEE shall also throughout the term hereof comply with all present and future laws, rules, regulations, ordinances, requirements and orders of public authorities, including, without limitation, building and zoning laws, requirements of the Board of Health and requirements of any other federal, state or local agencies having jurisdiction of the demised premises or LESSEE's operation. Notwithstanding the foregoing, LESSOR agrees that LESSEE shall not have any responsibility for undertaking and/or paying for physical alteration, repair or replacement of any structural components of the Leased Premises and common areas in order to comply with applicable laws, in particular the Americans with Disabilities Act ("ADA") and MA Architectural Access Board Regulations, and for any environmental remediation or mitigation required for a release of hazardous waste, materials or oil on the Leased Premises or the remainder of LESSOR'S property that was not directly caused by LESSEE. During the Term of this lease, the Kitchen shall be capable of supporting the heating and serving of prepared meals in compliance with all applicable laws.

9. **INSURANCE**

LESSEE will not do or suffer to be done, or keep or suffer to be kept, or omit to do anything in, upon, or about the leased premises which may prevent the obtaining of any insurance on the

leased premises or on any property therein including, without limitation, fire, extended coverage and public liability insurance, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of any such insurance.

10. **MAINTENANCE OF PREMISES**

LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as the premises may be put in during the term of this lease, reasonable wear and tear, and damage by fire and other casualty and damage by other users only, excepted. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR'S Building and Grounds Committee or its representative before erecting any sign on the premises, which consent shall not be unreasonably withheld, conditioned or delayed.

LESSEE will maintain the floor and floor coverings in sanitary condition by cleaning regularly, but LESSEE shall not be responsible for conditions that arise outside of LESSEE's occupancy times hereunder. LESSEE shall maintain cleanliness of bathroom, counters, and refrigerator but shall not be responsible for conditions that arise outside of LESSEE's occupancy times hereunder. LESSOR will provide paper products and personal hygiene materials for bathroom use. LESSOR shall provide trash removal service. LESSEE shall close all windows, lock all doors and shut off all water faucets and interior lights at the close of LESSEE's use period each day. Specific details and responsibilities concerning snow removal shall be mutually agreed by both parties, and will be documented in a side letter which shall be signed by both parties prior to the lease period and reviewed annually.

LESSOR and LESSEE shall share responsibility for maintaining the cleanliness of the Leased Premises in accordance with the following principles. Immediately prior to town use of the premises on Monday morning, the LESSOR shall ensure that the premises are suitably clean and that all trash has been emptied. Similarly, at the conclusion of the town's weekly use period on Friday afternoon, the LESSEE shall ensure that the premises are suitably clean and that all trash is emptied. LESSOR shall ensure that non-town users maintain the Leased Premises in the same spirit and in accordance with mutually agreed processes.

Notwithstanding any provision contained herein to the contrary, LESSOR shall be responsible for maintaining and keeping in good order and repair the structural elements of the buildings containing the Leased Premises, which shall include the foundation, roof, floor, exterior and structural walls, and all of the common areas including, but not limited to, the parking lot. In addition, LESSOR shall be responsible for any necessary maintenance, repair and replacement of the Building's HVAC system, electrical system, plumbing system, life safety and mechanical systems.

11. **ALTERATIONS & ADDITIONS**

LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

12. **ASSIGNMENTS & SUBLETTING**

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent in the case of a sublease, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease; provided, however, LESSEE shall be released from all liability for defaults occurring after the assignment of the Lease.

13. **SUBORDINATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part, and the LESSEE shall, when requested, execute and deliver within 15 days such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided, however, that this Lease shall not be subordinate to any mortgage which does not currently constitute a lien on the Leased Premises unless the holder of such mortgage agrees that this Lease shall remain in full force and effect and that Lessee's possession of the Leased Premises shall not be disturbed so long as LESSEE is not in default under any of the terms and provisions of this Lease (and, with respect to any existing mortgage, LESSOR agrees that, upon LESSEE'S request, it will obtain such an agreement from the holder of such mortgage).

14. **LESSOR'S ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times and upon reasonable prior notice to LESSEE, enter to view the leased premises and make repairs and alterations as LESSOR should elect to do, and may show the leased premises to others, provided the same does not interfere with the use of the Leased Premises by the LESSEE. Any other use by LESSOR during the times for LESSEE's exclusive occupancy shall be by permission of LESSEE, which may be given by the Town Administrator or her designee, in consultation as necessary with the Council on Aging Coordinator; any such request to be at least 48 hours prior to the desired use; the LESSEE shall be granted a proportionate rent reduction for the following month based upon any such occupancy by LESSOR.

15. **INDEMNIFICATION**

The LESSEE, to the extent permitted by law, agrees to defend and save the LESSOR, its agents and employees harmless from any and all injury, loss or damage and any and all claims for injury loss or damage of whatever nature caused by or resulting from any act, omission or negligence of LESSEE or anyone claiming under LESSEE occurring in or upon the Leased Premises and the common areas unless the same is due to the fault of the LESSOR, its agents or employees.

LESSOR agrees to defend and save the LESSEE and its officials, boards, agents and employees harmless from any and all injury, loss or damage and any and all claims for injury loss or damage of whatever nature caused by or resulting from any act, omission or negligence of LESSOR or anyone claiming under LESSOR occurring in or upon the leased premises and the common areas unless the same is due to the fault of the LESSEE, its agents or employees.

16. **LIABILITY INSURANCE**

LESSEE shall, at its own cost, maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000) and One Million Dollars (\$1,000,000) with respect to property damage in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided. LESSEE shall deposit with Church Secretary certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein. LESSEE shall not be responsible for Leased Premises outside of the time periods of LESSEE's permitted use under this Lease. The LESSOR shall be named as an additional insured on LESSEE's policies.

At all-times during the Term hereof, LESSOR shall, at its own cost and expense, maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of One Million Dollars (\$1,000,000) and shall keep the building(s) containing the Leased Premises insured against loss or damage by fire and such other insurance risks, casualties and hazards as are insured against by owners of comparable property in an amount equal to one hundred percent (100%) of the full replacement cost of such building(s). All insurance to be furnished by LESSOR under this Section shall be by policies which shall name as insureds LESSOR and LESSEE as their interests may appear.

17. **FIRE, CASUALTY, EMINENT DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, rendering the leased premises unsuitable for their intended use, or be taken by eminent domain, either party may elect to terminate this lease. The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment. In the event of fire or other casualty not involving a substantial portion or substantial damage or in any event if neither party elects to terminate this lease, then the LESSOR shall have the damage repaired and the Leased Premises restored to at least its prior condition within a reasonable time and shall proportionately reduce the rent for any period when the Leased Premises may not be occupied in whole or in part due to such casualty or due to any taking by eminent domain.

18. **DEFAULT & BANKRUPTCY**

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof or if such default cannot be cured within thirty (30) days then such long period of time as reasonably necessary to cure such default provided that such cure is commenced within the initial thirty (30) day period, or

- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of the lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or default. If the LESSEE is in default hereunder, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall, subject to appropriation be paid to the LESSOR.

In the event that LESSOR shall fail in the performance or observance of any agreement or condition in this Lease contained on its part to be performed, or observed, and if the default is not cured within thirty (30) days from the date on which LESSEE sends LESSOR written notice specifying the default (or, if the default is of such a nature that it cannot reasonably be cured within said thirty (30) day period, or if LESSOR, having commenced the cure within said thirty (30) day period thereafter fails to diligently prosecute the same to completion), LESSEE may, at its option, without waiving any claim for damages for breach of agreement or any other remedy available to LESSEE, at any time thereafter cure such default for the account of LESSOR and any amount paid or any contractual liability incurred by LESSEE in so doing shall be deemed paid or incurred for the account of LESSOR and LESSOR shall reimburse LESSEE therefor and save LESSEE harmless therefrom. Provided, however, that LESSEE may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to LESSOR if an emergency situation exists, or after notice to LESSOR, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or LESSEE's interest therein or to prevent injury or damage to persons or Leased Premises.

19. **SURRENDER**

The LESSEE shall, at the expiration or other termination of this lease, remove all LESSEE'S goods and effects from the leased premises. LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE's property from the premises after thirty days prior written notice to remove such property, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, to retain same under LESSOR's control or to sell at public or private sale, without further notice any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. **SECURITY DEPOSIT [INTENTIONALLY DELETED]**

21. **HOLD OVER BY LESSEE**

In the event LESSEE remains in possession of the leased premises after the termination of this lease, and without the execution of a new lease, LESSEE, at the option of LESSOR, shall be deemed to be occupying said leased premises as a tenant from month to month, subject to all

other conditions, provisions and obligations of this lease insofar as the same are applicable to a month to month tenancy.

22. **RIGHT TO TERMINATE/ LEASE EXTENSION**

The LESSEE shall have the right to terminate this lease with or without cause and without penalties, fees, costs or damages or requirement to pay any rent following termination, upon at least forty-five (45) days prior written notice to LESSOR.

If the LESSEE gives written notice to the LESSOR not less than 120 days prior to the date of termination of this lease or any then applicable extension of this lease, the LESSEE and LESSOR agree to negotiate in good faith for an extension or further extension of this lease, conditional upon (i) mutual agreement on a rental rate for the extended term, (ii) appropriation of adequate funding by the Boxborough Town Meeting to cover each term, and (iii) compliance with Massachusetts General Laws c. 30B, if applicable.

23. **QUIET ENJOYMENT**

LESSOR covenants that at all times during the Term hereof, so long as LESSEE is not in default hereunder, LESSEE'S quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed by any act of LESSOR, or by anyone acting by, through or under LESSOR. LESSEE will allow LESSOR to make necessary repairs during LESSEE's normal hours provided that the parties have mutually agreed that such repairs are necessary and are unable to be carried out at other times, and do not unreasonably interfere with LESSEE's use of the Leased Premises. LESSOR shall, when possible, provide, at least 48 hours notice to LESSEE of the need to carry out such repairs.

24. **GOOD TITLE**

LESSOR warrants and represents, upon which warranty and representation LESSEE has relied in the execution of this Lease Agreement, that LESSOR is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease Agreement, provided that such exception(s) shall not impede or interfere with the quiet use and enjoyment of the Premises by LESSEE. LESSOR further warrants and covenants that this Lease Agreement shall not be subordinate to any encumbrance except as set forth in **Exhibit B** attached hereto; that LESSOR has full right and lawful authority to execute this Lease Agreement for the Term, in the manner, and upon the conditions and provisions herein contained; and that there is no legal impediment to the use of the Premises as set out herein.

25. **SEVERABILITY**

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Lease Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

26. **BENEFIT.**

This Lease Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. The provisions hereof are solely for the benefit of the parties and their respective legal representatives, successors and assigns, and shall not be deemed or construed to create any right for the benefit of any other person.

27. **CONSTRUCTION**

Whenever a singular word is used herein, it shall also include the plural wherever required by the context, and vice versa. The terms and conditions hereof represent the results of bargaining and negotiations between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise, and represent the results of a combined draftsmanship effort. Consequently, the terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim, in connection with the interpretation and construction hereof, any rule of law or procedure requiring otherwise, specifically including but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained here in shall be interpreted or construed against the party whose counsel prepared this Lease Agreement or any earlier draft hereof.

28. **ENTIRE AGREEMENT; WRITTEN MODIFICATION**

This Lease Agreement contains the entire integrated understanding between the parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings, between the parties with respect to the subject matter hereof are expressed in this Lease Agreement; and any other understandings between the parties with respect to the subject matter hereof are hereby canceled. This Lease Agreement shall not be amended, modified or supplemented without the written agreement of the parties at the time of such amendment, modification or supplement.

29. **GOVERNING LAW**

This Lease Agreement shall be governed by and subject to the laws of the Commonwealth of Massachusetts.

30. **CAPTIONS**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

31. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To LESSOR:                   The United Church of Christ, Congregational, Boxborough, MA  
723 Massachusetts Avenue  
Boxborough, MA 01719

To LESSEE:                   Town Administrator  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

With a copy to:             John W. Giorgio, Esq.  
Kopelman & Paige, P.C.  
101 Arch Street, 12th Floor  
Boston, MA 02110

or to such other address as shall be furnished in writing by either party to the other.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals this day.

LESSOR  
United Church of Christ, Congregational  
Boxborough

LESSEE  
TOWN OF BOXBOROUGH acting by and  
through its Board of Selectmen

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EXHIBIT A

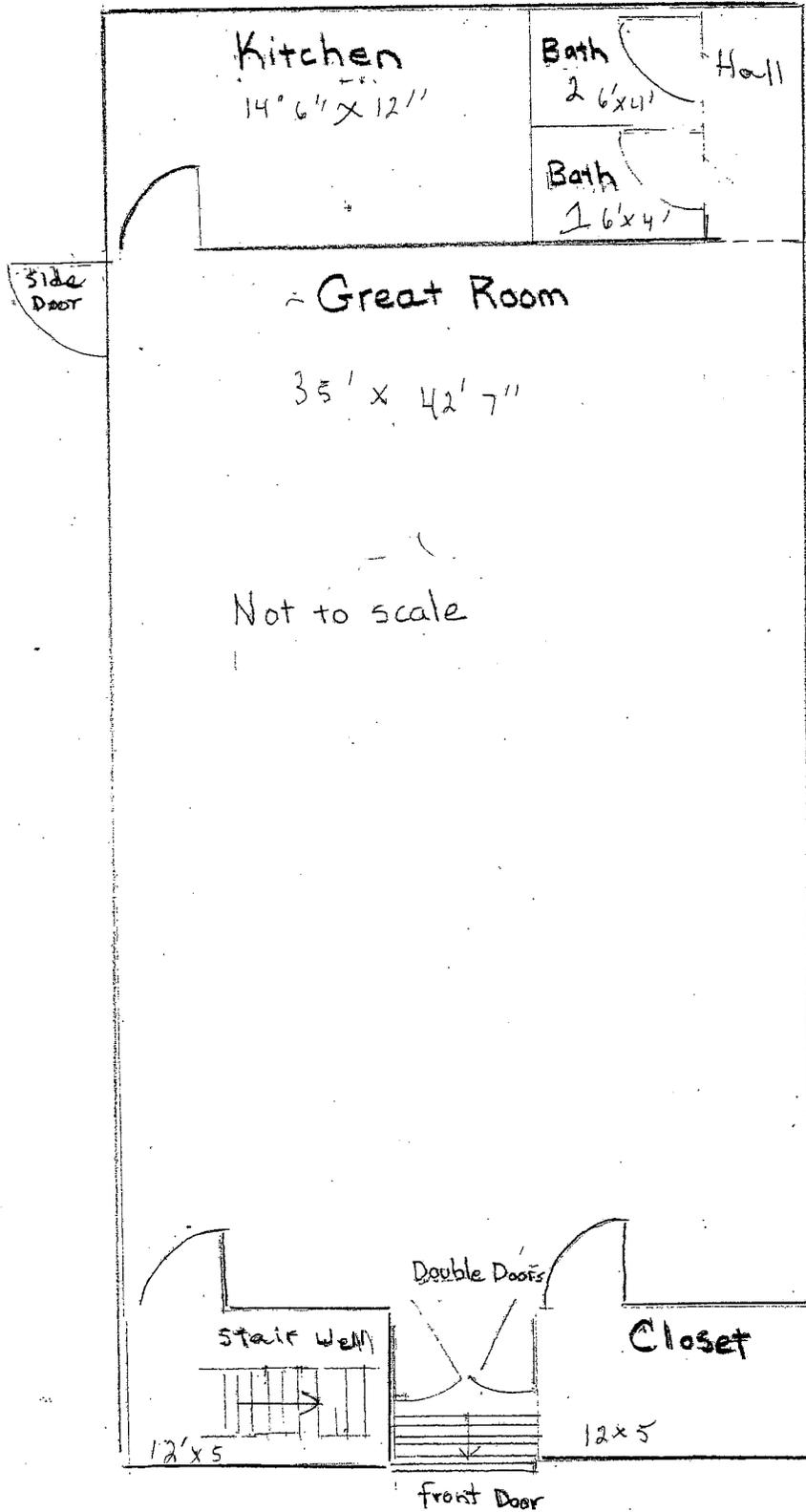


Exhibit B - need updated

United Church of Christ, Congregational, of Boxborough  
723 Massachusetts Avenue  
Boxborough, MA 01719

August 7, 2011

Town of Boxborough  
Attn: Board of Selectmen  
29 Middle Road  
Boxborough, MA 01719

RE: Fellowship Hall

To whom it may concern:

On behalf of the United Church of Christ, Congregational, of Boxborough, I warrant and represent that the Church is the owner of the property known as Fellowship Hall located at 30 Middle Road, Boxborough, MA.

I further warrant that said property is free and clear of all liens, and is free and clear of all encumbrances which may impede or interfere with the quiet use and enjoyment of said premises as a Senior Center by the Town of Boxborough.



Deborah C. Gray  
Moderator



This will be prepared in proper MoA format for execution

### **Snow Clearing at Community Center**

Based on discussions with Tom Garmon (DPW Director) and Cindy Worthington-Berry (UCC Boxborough minister), here is the agreement for removal of snow from the stairs and ramp of the Community Center.

The town of Boxborough will be responsible for clearing snow from the stairs and ramp of the Community Center over the period Sunday night/Monday morning until approximately 4 pm on Friday evening. Priority for clearing the snow from these stairs and ramp will be determined by several things – including but not limited to: the requirement to clear town roads, the availability of DPW staff and scheduled activities at the Community Center. For example, if there is no activity scheduled at the Community Center on a particular morning (during the town's Monday through Friday use period), then the DPW may place a lower priority on clearing the Community Center stairs/ramp and accomplish this at a convenient time during the day. If, on the other hand, an activity is scheduled for early morning on a given day of the town's occupancy, then the DPW will make every effort to clear snow from the stairs/ramp prior to the scheduled activity.

One exception to this agreement is the case where a non-town event is scheduled for an evening (i.e., after 4 pm) during the Monday through Friday time period. Since such an evening event is outside the town's occupancy hours, if a snowstorm occurs during this time, it will be the responsibility of the UCC to clear snow from the stairs/ramp for this non-town event.

To aid in better understanding when snow removal from the Community Center stairs/ramp is required or scheduled or if some misunderstanding should arise, communication between respective points of contact is strongly encouraged as follows:

- To determine the town activities schedule for the Community Center, the points of contact are: COA Coordinator Laura Arsenault (978-264-1717) and DPW Director Tom Garmon (978-201-6334).
- For coordination between the town and the UCC, points of contact are Laura Arsenault (978-264-1717) and UCC administrative assistant Heather Lamoureux (978-263-7387)



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**Selina S. Shaw**

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**From:** Patrick McIntyre [pmcintyre@boxborough-ma.gov]  
**Sent:** Monday, June 02, 2014 12:49 PM  
**To:** sshaw@boxborough-ma.gov  
**Subject:** MNHG Board appointment

Selina,

Can you please put on the next Board of Selectman's agenda a request that I be the Town's appointee to the Minuteman Nashoba Health Group Board? I was nominated / elected as the new Vice Chair at our last meeting to replace Margaret's 2014 term pending appointment by the Town.

Thank you

**Patrick McIntyre** - Town Treasurer, C.M.T  
Town of Boxborough, Mass  
(978) 264-1715





7h

TOWN OF BOXBOROUGH  
Patrick McIntyre, Town Treasurer  
Laura Arsenault, Council on Aging Coordinator  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: 978-264-1700 · Fax: 978-264-3127  
pmcintyre@boxborough-ma.gov  
larsenault@boxborough-ma.gov

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June 20, 2014

Dear Boxborough Senior,

Thank you for your participation in Boxborough's Senior Tax Work-Off Program. We value the work that you do for the Town through this program; your contributions to the operations of town government are important to us.

In a review of our policies and procedures, we have identified a matter that concerns the handling of the program. We wanted to make you aware of the change in policy as soon as we were able. According to the Internal Revenue Service, the abatement amount earned through the Program must be included in the taxpayer's gross income. Additionally, the amount the Town pays towards your Medicare tax, i.e. 2.5%, which represents both the employee and employer portions @ 1.25%, must also be included.

An example may be helpful in understanding the amount of your earnings for IRS purposes. If you work 50 hours, the gross income to be reported on your W2 would be \$410, 50 hours@\$8/hour **plus** \$10 Medicare. The amount of real estate taxes to be abated will be \$400.

We have been advised by the IRS Tax Exempt Department/Government Entities that each volunteer must complete a W4 (Employee's Withholding Allowance Certificate). At the end of the year, the Town will issue a W2, Wage and Tax Statement through our payroll system.

You will be pleased to know that the amount of the property tax reduction earned by the taxpayer under this program is **not** considered income or wages for purposes of **state** income tax withholding, unemployment compensation or workmen's compensation.

If you need assistance with the attached W4 form or have any questions, please do not hesitate to contact my office immediately. All forms must be returned to the Town Hall by August 1<sup>st</sup>.

This policy will take effect immediately for Calendar Year 2014, and apply to Fiscal Year 2015 Tax Bills.

If you need further information, included on the back are three references; or you may call my office if you have any questions regarding the reporting requirements of the Town of Boxborough.

Sincerely,

Patrick McIntyre  
Town Treasurer

Laura Arsenault  
Council on Aging Coordinator



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**Internal Communications and Outgoing Communications**  
**June 16, 2014**

1. Letter from DHCD, Deputy Undersecretary, Arthur Jemison, dated May 2, 2014, to "Municipal CEO" requesting input from Boxborough's Building Inspector in verifying the data provided in the U.S. Census Building Permit Survey [Survey attached] (*TA Shaw notes – "6/15/14 BI confirmed that info. is correct. No need to report"* )
2. Correspondence from Xfinity [Comcast] Sr. Manager of Government & Regulatory Affairs, Ben Pearlman, dated May 29, 2014, to the Board of Selectmen advising of an increase in their Field Collection Charge effective August 1<sup>st</sup>.
3. Copy of correspondence from the Stow Planning Board, dated June 3, 2014 to State Senators – Wolf and Eldridge and Representatives – Kulik and Hogan concerning House Bill No. 1859 – Zoning Reform "*An Act Promoting the Planning and Development of Sustainable Communities*" \*

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



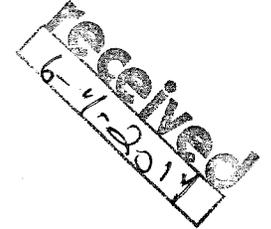
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BoS  
Planning 32



Town of Stow  
**PLANNING BOARD**

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



June 3, 2014

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

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

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

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

Re: House Bill No. 1859 – Zoning Reform

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

We are writing to voice concern about the proposed zoning reform bill known as An Act Promoting the Planning and Development of Sustainable Communities (House Bill 1859).

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

The following is a list of specific concerns and recommendations:

**Section 12 – Vesting Rights**

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

**Recommendation: Change Section 12 to read as follows:**

SECTION 12. Said section 6 of said chapter 40A, as so appearing, is hereby amended by striking out the fifth paragraph and inserting in place thereof the following paragraph:

If a complete application for a definitive plan is duly submitted to a planning board for approval under the subdivision control law, and written notice of such submission has been given to the city or town clerk before the first publication of notice of the public hearing on such ordinance or by-law required by section five, the plan shall be governed by the applicable provisions of the zoning ordinance or by-law, if any, in effect at the time of the first such submission while such plan or plans are being processed under the subdivision control law, and, if such definitive plan or an amendment thereof is finally approved, for ***eight five*** years from the date of the endorsement of such approval. For the purposes of this section the term definitive subdivision plan shall include a minor subdivision under section 81L and 81P of chapter 41, provided the planning board has adopted rules and regulations for minor subdivisions under section 81Q of said chapter. In such cases, the aforesaid provisions shall apply but the period of time shall be four years from the date of the endorsement of such approval. Such period of ***eight five*** or four years shall be extended by a period equal to the time which a city or town imposes or has imposed upon it by a state, a federal agency, or a court, a moratorium on construction, the issuance of permits, or utility connections.

**Section 22 – Development Impact Fees and Development Agreement**

(40A:9E) – Development Impact Fees. This Section appears to allow impact fees for schools and municipal buildings. However, Section 27 (40Y:5(G)) implies that Impact Fees for schools, municipal buildings and affordable housing are only permissible for opt-in communities. Development impact fees should be uniform for all communities, including those communities that do not choose or do not qualify as opt-in communities.

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

**Recommendation:**

**Amend Section 22 by changing the second paragraph of Section 40A:9E to read as follows:**

Such off-site public capital facilities may include the provision of or the payment of debt service on infrastructure, facilities, land, or studies including master plans under section 81D of chapter 41 and any impact fee studies as described herein, associated with the following: water supply, treatment, and distribution, both potable and for suppression of fires; wastewater treatment and sanitary sewerage; drainage, stormwater management and treatment; solid waste; roads, intersections, traffic improvements, public transportation, pedestrian ways, and bicycle paths; and parks, ***and recreational facilities, public elementary and secondary schools, libraries, municipal offices, affordable housing, and public safety facilities.***

**Section 27 Consolidated Permitting**

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

**Recommendation:**

**Amend the first paragraph of Section 40X:2 to read as follows:**

Section 2. Notwithstanding any general or special law to the contrary, the proponent of an Eligible Project may *seek approval from the permit granting authorities elect* to submit a Concurrent Application. The Concurrent Application shall be filed with the city or town clerk, and a copy of said application, including the date and time of filing, certified by the city or town clerk, shall be transmitted immediately by the proponent to each Local Board from which a Local Permit is being sought, and to the local board of health, whether or not a Local Permit is being sought from said board. Cities and towns may accept filing of a Concurrent Application electronically, with electronic mail being an acceptable form of certification of receipt by the city or town clerk.

**Amend last paragraph of section 40X:3 to read as follows:**

*Unless written agreement for continuance is obtained from the applicant*, a Local Permit sought from a Local Board that does not attend the initial consolidated hearing, or does not designate a Hearing Officer to attend, shall be deemed to be constructively approved with respect to the Eligible Project which is the subject of the consolidated hearing.

**Section 28 – Planning Ahead for Growth**

Section 28 (40Y) – Planning Ahead for Growth – The intent of this section is to establish prompt and predictable permitting of commercial, economic development, residential development, and provide for diversity in housing stock. Although we support this intent, we do not support the requirement for certification of elements of implementing regulations by the Regional Planning Agency (RPA). Individual communities should have the right to determine what types of implementing regulations are best suited for their town. Although we do respect RPA’s and have benefitted from their technical expertise, we are concerned that the RPA represents many very diverse communities in terms of size, population and infrastructure and it is not appropriate to expect them to understand the needs and wishes of each individual community. Communities such as Stow have made great strides in production of housing through zoning such as Active Adult Neighborhoods, Independent Senior Living Developments, Planned Conservation Developments, Low Impact Development regulations, Inclusion of Affordable Housing, and town sponsored and/or supported Chapter 40B developments. In terms of prompt and predictable permitting, Stow has a good track record of prompt and predictable permitting when in receipt of a complete application. Of course, there are instances when the permitting process is not as prompt as a developer/applicant would wish, but those instances are caused by an incomplete submittal. We expect the same is true for most communities.

Chapter 40Y includes valuable planning tools that should be made available to all communities rather than being limited “certified communities”. As written, Chapter 40Y gives certain privileges to “certified communities”. We feel the same rules should apply to all communities.

We appreciate that the redraft addressed some of our concerns however we strongly oppose a two tier regime as proposed by Chapter 40Y. We feel that Chapter 40Y should better accommodate small rural towns and would be happy to talk through what those accommodations might be.

**Recommendation:**

**Delete Chapter 40Y in its entirety and incorporate planning tools identified in 40Y:5 subsections (E), (F), (G) and (H) as follows:**

(E) – Natural Resource Protection Zoning – This section is redundant to Chapter 40A which already allows for cities and towns to adopt cluster type zoning that can be drafted similar to Natural Resource Protection Zoning as may be fitting to specific communities.

(F) – Minimum Vesting Period – **See recommendation in Section 12 (40A:6) above.**

(G) – Development Impact Fees – **See recommendation in Section 22 (40A:9E)**

(H) – Development Agreements – **Said chapter 40A, as so appearing, is hereby amended by inserting after section 9E, the following section:**

40A:9F Development Agreement – Any city or town that adopts or has adopted a shall have the power to enter into development agreements as defined herein. Any such development agreement may be entered into by the chief executive officer following a majority vote of the legislative body.

“Development agreement” means a contract entered into between a municipality or municipalities and a holder of property development rights, the principal purpose of which is to establish the development regulations that will apply to the subject property during the term of the agreement and to establish the conditions to which the development will be subject including, but not limited to, a schedule of development impact fees. Under a development agreement the holder may agree to contribute public capital facilities to serve the proposed development and the municipality or both, to build affordable housing either on site or off site, to dedicate or reserve land for open space community facilities or recreational use, or to contribute funds for any of these purposes. The development agreement shall function as a bona fide local land use regulation, establishing the permitted uses and densities within the development, and any other terms or conditions mutually agreed upon between the applicant and the municipality. A development agreement shall vest land use and development rights in the property, and such rights would not be subject to subsequent changes in development laws or regulations for the duration of the agreement.

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

Sincerely,

**Stow Planning Board**

Lori Clark, Chair

Stephen Quinn

Ernest Dodd

Leonard Golder

Mark Jones

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**Minutes, Notices and Updates**  
**June 16, 2014**

**Minutes**

None

**Notices**

1. Notice a Public Celebrations Committee meeting held June 10, 2014.
2. Notice of an Energy Committee meeting held June 11, 2014
3. Notice of a Well Being Committee held June 11, 2014
4. Notice of a Board of Health meeting held June 11, 2014
5. Notice of Boxborough School Committee meeting held June 11, 2014
6. Notice of a Steele Farm Advisory Committee meeting held June 12, 2014.
7. Notice of a Minuteman School Committee meeting to be held June 17, 2014.
8. Notice of a Board of Selectmen meeting to be held June 18, 2014. [Minuteman Discussion]
9. Legal Notice from the Conservation Commission of a hearing to be held June 18, 2014 to consider the Notice of Intent filed by R. Wilson & Assoc., on behalf of Bruce Dixon to construct a new single family dwelling, driveway, septic system, well, lawn and associated grading located at 293 Mass. Ave., Lot 1.
10. Save the Date Notice from the MBTA Advisory Board for a meeting to be held June 26, 2014.



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**General Correspondence  
June 16, 2014**

1. Letter from Executive Dir. of Mass. Fiscal Alliance dated April 30, 2014 to “(Alderman/Councillor/Selectman)” reporting on the Mass. House of Representative’s Bill 3999 laying out rules for budget debate. This Bill included provisions banning any amendments concerning local aid, education funding or welfare reform and allowing lawmakers only 48 hours to file any amendments. [Accompanied by spreadsheet “Mass Fiscal Scorecard”] #
2. June 2014 Newsletter, *OARS*, from the Organization for the Assabet, Sudbury & Concord Rivers.

