



BOARD OF SELECTMEN
Meeting Minutes
November 17, 2014

Approved: November 24, 2014

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

ALSO PRESENT: Selina Shaw, Town Administrator

EXECUTIVE SESSION

- At 6:30 PM, Chair Amoroso moved to convene in executive session in the Town Administrator's office to discuss strategy with respect to collective bargaining (all CBU's) and to reconvene in open session at 7:00 PM in the Grange Meeting Room to continue the regular business on the agenda. Seconded by Member Fox. **Approved 5-0 by a roll call vote: Gorman, aye; Stemple, aye; Amoroso, aye; Bak, aye; and Fox, aye.** The Chair noted that open meeting may have a detrimental effect on the bargaining position of the Town.

Chair Amoroso re-convened the meeting at 7:15 P.M. in the Grange Meeting Room of the 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

- Chair Amoroso read the announcements.

PUBLIC HEARING

- At 7:20 PM, Chair Amoroso opened the FY 2015 Tax Classification Public Hearing. A list of those present for this hearing is attached and incorporated by reference. Chair Amoroso provided an overview as to the purpose of this hearing and recent history regarding the setting of the annual rate. Town Assessor, Ruth Anderson, spoke to the materials provided. . This is the 3rd year in a row that property tax rates are down. It was noted, though separate from the tax obligations being discussed tonight, the overall property rate will still be lower than prior years even with the CPA factor approved by voters on November 4th. Tax-base breakdown of residential (75%) versus business (25%) remains essentially unchanged. Shifting a higher tax liability on to commercial properties would discourage commercial growth. Assessor Anderson further advised that the Town will undergo a state mandated re-evaluation in FY 16. No member of the public asked to speak. The hearing was closed at 7:30 PM. Chair Amoroso moved to adopt a residential factor of one, i.e. a single tax rate, and to authorize the Town Assessor to digitally sign the LA-5 form on behalf of the Board for submission to the Department of Revenue. Seconded by Member Stemple. **Approved 5-0.**

The Selectmen took Agenda Items 9a, out of order.

NEW BUSINESS

- The Selectmen took up the Tax Collector's Reserve Fund Transfer for Software Support. Assessor Anderson advised that it is her understanding that with the passage of CPA the Tax Collector needs a supplemental software module so that the CPA factor can be included on real estate tax bills. Member Gorman moved to forward to the Finance Committee for approval the request to transfer \$3,550 from the Reserve Fund to Account No. 001- 146-5305-0000, Tax Collector Software Support. Seconded by Member Stemple. **Approved 5-0.** [Assessor Anderson provided a draft copy of an CPA Informational flyer to be included in the next tax mailing]

APPOINTMENTS

- Assessor Anderson spoke to the materials provided regarding proposed street address changes in Town. This material updates/supplements her previous submission of October 21st. She provided background as to how this plan of action was developed and the public safety concerns that these updates would address. The Selectmen noted that while this renumbering is a worthwhile goal it could have a significant impact on those affected. These incorrect address numbers have existed for many years. It was noted that a similar address adjustment was needed on Swanson Road several years ago. There was discussion on the input provided by Chief Ryder and Chief White. There were several options discussed. Assessor Anderson noted that several of these parcels are actually condominium units, which are located all one building. It would be the building number that would have to change not the unit designations so those parcels all have to change or none can change. Assessor Anderson was directed to send out a letter, revised pursuant to tonight's discussions, to these property owners - explaining what is being proposed; the rationale; and requesting the owners' feedback by February 1st [to align with the next tax bill cycle].
- Assessor Anderson spoke to her memorandum & the materials provided regarding the assessing of "private ways". This material updates/supplements her previous submission. She spoke to her research into this and how her proposed plan of action was developed. The issue that parcels exist in town that are essentially private ways but had not been assigned a parcel numbers was initially identified by the Planning Board in 2008. As unnumbered properties these parcels do not show up in the Assessor's database and therefore no tax bill is generated. Her research indicates that by including these parcels in the Assessor's database the Town could realize \$14,000 in additional tax revenue. She clarified that these parcels would be taxed going forward and no back taxes should be assessed. It was clarified that these parcels are simply private property that is being used to access the surrounding homes. They are not classified as roadways. Assessor Anderson noted that some of the surrounding homeowners actually own a portion of these private ways while others were never conveyed out and are still wholly owned by the developer. She was asked to speculate as to how these parcel omissions came about. These parcels would likely be identified and taxed as "undevelopable" land. TA Shaw advised that Town Counsel's opinion supports the Assessor proposal, but clarified that this has to apply to all of these unnumbered parcels. The Selectmen directed the Assessor to move forward with the actions proposed in her memorandum.
- Planning Board Chair, Owen Neville; members, Nancy Fillmore, John Markiewicz & Eduardo Pontoriero; and Town Planner, Adam Duchesneau, were present to conduct a joint meeting to consider Hongbing Tang as a candidate to fill the vacancy on the Planning Board. The Planning Board advised they had already opened their meeting; suspended it and were reconvening in the Grange Meeting Room for this joint meeting. There was a review of this appointment process and background on tonight's appointment. Planning Board Chair Neville spoke to Ms. Tang's qualifications and her attendance at their meetings. Ms. Tang spoke to her professional experience, her time here in Town and how she is looking forward contributing to the community by serving.
 - ◊ Selectmen: Selectman Gorman moved to appoint Hongbing Tang to the Planning Board for a term effective immediately through May 18, 2015. Seconded by Selectman Stemple. **Approved 5-0, by Roll Call Vote: Gorman "aye," Stemple "aye," Fox "aye," Bak "aye," and Amoroso "aye."**
 - ◊ Planning Board: Chair Owen Neville moved that the Planning Board with the Selectmen appoint Hongbing Tang to fill the vacancy on the Planning Board for a term effective immediately through May 18, 2015. Seconded by Member John Markiewicz. **Approved 4-0, by Roll Call Vote: Markiewicz "aye," Pontoriero "aye," Fillmore "aye," and Neville "aye."**
- Public Celebrations and Ceremonies Committee (PCCC) Chair, Trena Minudri, was present to introduce Susan Chavez, as a candidate for appointment to the PCCC. PCCC Chair Minudri spoke to the current make up of their board and the difficulty in recruiting members. She noted that Ms. Chavez recently moved to town; has attended their meetings and Chavez's desire to "join the team." Ms. Chavez spoke to her personal & professional background; she is looking forward to working with the Comm. and introducing her family to the community through this work. Further to the recommendation of the Public Celebrations and Ceremonies Committee, Member Gorman moved to appoint Susan Chavez to the PCCC to complete the unexpired term of Matt Kosakowski, starting effective immediately and ending on June 30, 2017. Seconded by Member Stemple. **Approved 5-0.**
- Energy Committee Chair Francie Nolde and member Richard Garrison were present to continue discussion of Boxborough's Solar Initiative. Garrison handed out their responses to the concerns raised by the by the Selectmen, specifically those of Member Gorman. Nolde advised that she had spoken with Stow Solar Committee member, Arnie Epstein to develop these responses. Member Gorman lead the review of the responses. Nolde noted that since their BoS presentation on November 3rd the Energy Committee has learned that most of Littleton Electric's "net-metering" quota has been filled for the year. So, as this component is a significant incentive to participate in solar conversion, it would be imprudent to publish the proposed Solar Initiative RFP at this time. However, Nolde asked that the Town continue to work on crafting this proposed RFP so it would be ready for publication when Littleton Electric re-visits their "net-metering" program and cap. She advised that she would

welcome Member Gorman's participation in developing this RFP. They still intend to move forward with the educational portion of this initiative -holding a "Solar Forum" in 2015. Member Gorman moved to support the request from the Energy Committee to continue moving forward with the Boxborough Solar Initiative and to bring back to the Board of Selectmen a proposed RFP incorporating the Board's recommended revisions. Seconded by Member Stemple. **Approved 5-0.**

- Jeanne Kangas, Rita Gibes-Grossman and Ron Parker, members of the CPA Ballot Committee, were present to follow up on the recent adoption of the Community Preservation Act (CPA). Kangas reviewed the history of CPA in Boxborough and thanked the voters for coming out to support its adoption on November 4th. We can now set up the Community Preservation Committee and begin the implementation of this program. Kangas announced that after paying their various campaign expenses the Ballot Comm. has left over funds which they would like to donate to the Town to defray the cost of the Tax Collector's CPA software upgrade. Kangas discussed the proposed CPA flyer going out in the next tax bill mailing. Gibes-Grossman advised that she and Kangas may be willing to serve on the CPA Committee if they were needed.

The Selectmen took Agenda Items 9b, out of order.

NEW BUSINESS (Continued)

- The Selectmen took up discussion on assigning BoS appointees to the Community Preservation Committee. Gibes-Grossman, Kangas and Parker remained for this discussion. The Board may appoint a Selectman or they can identify designates. After the Board was polled, it was determined that designates would be approached about serving. To date Kangas, Gibes-Grossman and Hugh Fortmiller have all indicated they would consider serving on the CPA. Gibes-Grossman disclosed that as she is the President of the Boxborough Conservation Trust so she may need to recuse herself from certain discussions if appointed. Kangas declined to serve as she already serves on the Steele Farm Advisory Comm. and is President of the Boxborough Historical Society. Chair Amoroso moved to appoint Hugh Fortmiller for a term effective immediately and ending on June 30, 2016 and Rita Gibes-Grossman for a term effective immediately and ending on June 30, 2015, as the Board of Selectmen's appointees on the Community Preservation Committee. Seconded by Member Bak. **Approved 5-0.**
- No one asked to speak under the Citizens concerns.

MINUTES

- Member Gorman moved to accept the minutes for the Goals workshop, September 27, 2014, as revised. Seconded by Member Fox. **Approved 5-0.**
- The Selectmen passed over approval of the minutes for both the Regular and Executive sessions of November 3, 2014.

SELECTMEN REPORTS

- Member Bak reported that as part of the Board's FY 15 Goals she and Member Stemple were charged with taking a look at the "Statement of Ethics of the Board of Selectmen". She handed out materials prepared as a read ahead for the Selectmen.
- Member Fox reported that he recently had attended a presentation at a MAGIC meeting on their new technical assistance program. MAGIC is committing 80% of new assessment income to this initiative.
- He reported that the Affordable Housing Trustees met with Town Accountant Jennifer Barrett and Treasurer Patrick McIntyre last week to review the status of trust funds and financial reports. It was suggested that, moving forward, all boards that are trustees of trust funds sit down with the Town's trust fund management firm to review their trust account(s) data and reports.
- Member Fox also reported that he participated in an IT management discussion this morning with TA Shaw, Library Dir. Strapko and the IT consultants. It looks like the initial timeline is still on-target for the switch over to off-site support. There was also review of the new Technology budget established in FY 15 with a look towards long term planning.
- Member Gorman reported that that he has had several meetings with each of the Chiefs concerning the respective CBUs.
- He also reported that he has been meeting with DPW Director Garmon – to development new project request form and procedures and to discuss the recent Town Hall lot paving and the outstanding items i.e. installing a temporary paved walkway in front of Town Hall.

OLD BUSINESS

- Member Gorman opened discussion on Public Safety Certification requirements. Member Stemple recused himself from this discussion. Member Gorman advised that it has been brought to his to the attention that some Fire Department staff member are lacking some important training and/or certifications. The intention of this motion is to clearly communicate to Chief White and Fire personnel that, regardless of when they were hired, the Selectmen expect them to achieve and maintain appropriate

professional standards. It was noted that Police Chief Ryder will be approached to see if similar action is necessary for Police personnel. Member Gorman moved that the Board of Selectmen direct the Fire Chief to ensure that all members of the Department meet appropriate standards of training and certification for the position they hold within the Department, irrespective of their date of hire. Seconded by Member Fox. **Approved 4-0-1** (Stemple recused)

- Chair Amoroso moved to appoint Steven Ballard, Finance Committee member, to the Master Plan Update Committee, as an ex-officio non-voting member for a term starting effective immediately and ending on December 31, 2015. Seconded by Member Stemple. **Approved 5-0.**
- The Selectmen discussed the proposed revisions to the Intermunicipal Agreement for the provision of Transportation Management Services [aka CrossTownConnect]. Many of the proposed revisions were done to clarify some and simply generally clean up other terms of the IMA. These corrections were brought to light when the IMA was reviewed in preparation for Westford's inclusion. There was also a general discussion on the assessment funding mechanism, rider participation and getting more of a "buzz" out about this valuable service. Chair Amoroso moved to support the proposed revisions to the Intermunicipal Agreement for the provision of Transportation Management Services by and between the Towns of Acton, Boxborough, Concord, Littleton, Maynard Stow and Westford. Seconded by Member Stemple. **Approved 5-0.**

NEW BUSINESS (Continued)

- The Selectmen reviewed their proposed meeting schedule for January to June 2015. Chair Amoroso moved to adopt the proposed meeting schedule as recommended by the Town Administrator. Seconded by Member Fox. **Approved 5-0.**

ADJOURN

- The meeting adjourned at 9:09 PM

SELECTMEN'S ANNOUNCEMENTS

NOVEMBER 17, 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 from meeting calendar or on the Selectmen's webpage.
- We would like to welcome Lauren Abraham, our new **part-time Community Services Coordinator**, who will serve as a resource to assist Boxborough families and residents in connecting with financial, health, and emotional support services and helping them to navigate the sometimes complicated application process. Lauren brings a wealth of knowledge and experience to this position as a public health social worker with a background in home health care, elder care, and mental health. She is available by phone at 978-264-1730, email: labraham@boxborough-ma.gov and for face-to-face appointments. Her office hours at Town Hall are: Tuesday 9am-1pm; Thursday 11am-3pm.
- The Town is beginning the process of **updating its Master Plan**, which is over 12 years old. A **Public Kickoff and Visioning Forum** will be held this **Wednesday, November 19, 2014 @ 7:00 PM** here in the Grange Meeting Room, at Town Hall. This Forum is a critical part of the update process. Participants will be able to provide input on materials to formulate a vision for the town that will guide our community into the future and give direction to this Master Plan Update process. We encourage all to attend and ask you to spread the word. For more information please go the Planning Board's webpage or contact Town Planner, Adam Duchesneau directly, by phone at 978-264-1723 or through his email link found on both the Planning Board and Town Planner's webpages.
- The **Boxborough Historical Society's** program scheduled for Sunday November 23 "The Wetherbees: A Family in Boxborough History" has been cancelled. The Society is hoping to reschedule this presentation for some time next year.
- Residents are advised that a **winter parking ban** went into effect on November 15th and running until April 1st. On street parking is not allowed between the hours of 1:00 AM and 6:00 AM and at all times whenever inclement weather is forecasted. Also no overnight or weekend parking is allowed at any of the Town owned facilities, without permission. Unattended vehicles can obstruct the snow removal operations and may be subject to towing. Please go to the Town's website or call DPW at 978-264-1790 for more information.

- **Please be sure that you have an FY 2015 sticker, so that you will be able to access the Transfer Station.** Please refer to the Transfer Station webpage or call the DPW for more information.
- Residents also need to purchase a voucher for the **disposal of bulk items** at the Transfer Station. Fees range from \$5.00 to \$50.00 depending on the item. Vouchers can be purchased only at the Town Hall. Checks or exact amount in cash, please. Please refer to the Transfer Station webpage or call the DPW for more information.
- Come see Boxborough's Treasures at the **Boxborough Museum** at 575 Middle Road from 2:00 pm to 4:00 pm on SATURDAY, December 6th. Admission is free and all are welcome. Members of the Boxborough Historical Society will be on hand to discuss the Treasures and the other exhibits.
- **...Then head on up the hill for Boxborough's Annual Tree Lighting** taking place that Saturday, December 6th at 4:30 PM at the Old Town Center, located at the intersection of Hill and Middle Road with parking available at the Boxborough Museum. All are invited to attend and bring cookies to share and canned food donations for the local food pantry. For more information go to the Public Celebrations and Ceremonies Committee webpage or contact the PCC Committee Chair Trena Minudri at: ab1712@yahoo.com .
- The **2014 Deer Hunting Season has opened. Archery Season** runs through November 29th; followed by Shot Gun and then Primitive Weapon or Muzzle season. Please be aware that, in Boxborough, hunting is only allowed on private land with permission of the owner and not allowed on any town-owned property. For everyone's safety and enjoyment please remember to exercise some trail safety commonsense during Hunting Season. A list of suggested Trail Safety Rules and other resources may be found in Links to "Helpful Information" on the Conservation Commission's webpage.
- **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 Board of Selectmen continues to look for volunteers willing to serve on the various **Town boards and committees**, many of which have openings: ZBA (1 alternate member), Housing Board (1), Design Review Board (1 at-large member), Public Celebrations & Ceremonies Committee (2), Recreation Commission (2), the Steele Farm Advisory Committee (2), and the Conservation Commission has one vacancy for an

unexpired term which runs until June 30, 2015. Please consider participating on a town board. You will find it to be a worthwhile and rewarding experience. No matter what your knowledge or interest is, we can use your help in making Town government work.

- The **Selectmen want to hear from you** and invite residents to contact them regarding issues of concern. The Board can be contacted via e-mail from the link on the Selectmen's webpage.
- 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.
- The Selectmen can be contacted directly at: selectmen@boxborough-ma.gov.
- 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
- 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 **Paving repairs, FY 15 Transfer Station Applications, and Bulk Item Disposal Vouchers** please go to the DPW's or Transfer Station's webpage or contact the DPW at 978-264-1790.
- For more information regarding **Updating the Master Plan** please go the Planning Board's webpage or contact Town Planner Adam Duchesneau directly at ADuchesneau@Boxborough-MA.gov or 978-264-1723.
- Please contact John Fallon, of the Boxborough Historical Society, at 978-264-0069 if you have questions about the Boxborough Museum, wish to know more about about upcoming events or to arrange a private tour of the **Boxborough's Historic Town Center**



BOARD OF SELECTMEN

Meeting Agenda

November 17, 2014

Boxborough Town Hall

Grange Meeting Room

1. CALL TO ORDER (TOWN ADMINISTRATOR'S OFFICE), 6:30 PM

2. EXECUTIVE SESSION

Move to convene in executive session in the Town Administrator's office to discuss strategy with respect to collective bargaining (all CBU's) and to reconvene in open session at 7:00 PM in the Grange Meeting Room to continue the regular business on the agenda

ROLL CALL

VOTE:

N.B. Chair shall state: "To conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board."

RE-CONVENE IN GRANGE MEETING ROOM, 7:00 PM

3. PUBLIC HEARING, 7:05 PM

FY 2015 Tax Classification Hearing - Adoption of Residential Factor (Ruth Anderson, Town Assessor will present)

Move to adopt a residential factor of one, i.e. a single tax rate, and to authorize the Town Assessor to digitally sign the LA-5 form on behalf of the Board for submission to the Department of Revenue

VOTE:

4. ANNOUNCEMENTS

5. APPOINTMENTS

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

a) Ruth Anderson, Town Assessor, 7:15 PM

i. Proposed street address changes

VOTE:

ii. Assessing owners of public way

b) Adam Duchesneau, Town Planner, Planning Board members and Hongbing Tang, candidate for joint appointment by the Board of Selectmen and Planning Board, to serve on the Boxborough Planning Board for a term effective immediately through May 18, 2015, 7:50 PM

ROLL CALL

VOTE:

c) Trena Minudri, Chair, Public Celebrations and Ceremonies Committee (PCCC) and Susan Chavez, candidate for appointment to the PCCC, 8:00 PM

Further to the recommendation of the Public Celebrations and Ceremonies Committee, move to appoint Susan Chavez to the PCCC to complete the unexpired term of Matt Kosakowski, starting effective immediately and ending on June 30, 2017

VOTE:

d) Energy Committee members Francie Nolde (Chair) and Richard Garrison, 8:05 PM - continued discussion regarding Boxborough Solar Initiative

Move to support the request from the Energy Committee to continue moving forward with the Boxborough Solar Initiative and to bring back to the Board of Selectmen a proposed RFP incorporating the Board's recommended revisions

VOTE:

e) Jeanne Kangas and Rita Grossman – follow up on adoption of Community Preservation Act, 8:35 PM

f) Citizens' concerns

6. MINUTES

a) Goals workshop, September 27, 2014

ACCEPT & POF

- b) Regular session, November 3, 2014
- c) Executive session, November 3, 2014

ACCEPT & POF
ACCEPT & POF

7. SELECTMEN REPORTS

8. OLD BUSINESS

- a) Public Safety Certification Requirements

Move that the Board of Selectmen direct the Fire Chief to ensure that all members of the Department meet appropriate standards of training and certification for the position they hold within the Department, irrespective of their date of hire.

VOTE:

- b) Master Plan Update Committee appointment (Finance Committee)

Move to appoint Steven Ballard, Finance Committee member, to the Master Planning Update Committee, as an ex-officio non-voting member for a term starting effective immediately and ending on December 31, 2015

VOTE:

- c) Proposed revisions to the Intermunicipal Agreement for the provision of Transportation Management Services

Move to support the proposed revisions to the Intermunicipal Agreement for the provision of Transportation Management Services by and between the Towns of Acton, Boxborough, Concord, Littleton, Maynard Stow and Westford

VOTE:

9. NEW BUSINESS

- a) Reserve Fund Transfer – Tax Collector Software Support

[Please take out of order after item 3, Public Hearing, so FinCom can act on this evening]

Move to forward to the Finance Committee for approval the request to transfer \$3,550 from the Reserve Fund to 001- 146-5305-0000, Tax Collector Software Support

VOTE:

- b) Community Preservation Committee – Board of Selectmen appointees

[One for a term ending June 30, 2015; one for a term ending June 30, 2016]

- c) Proposed BOS meeting Schedule January to June 2015

Move to adopt the proposed meeting schedule as recommended by the Town Administrator (or... as revised)

VOTE:

10. CORRESPONDENCE

ACCEPT & POF

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

11. PRESS TIME

12. CONCERNS OF THE BOARD

13. ADJOURN



LEGAL NOTICE

BOXBOROUGH BOARD OF SELECTMEN

PUBLIC HEARING

FISCAL 2015 TAX CLASSIFICATION HEARING

Pursuant to MGL Chapter 40 §56, the Board of Selectmen will hold a Public Hearing in the Grange Meeting Room, Town Hall, 29 Middle Road, Boxborough, Massachusetts, on Monday, November 17, 2014, at 7:05 pm on the adoption of a Residential Factor, thereby determining the percentages of the tax burden borne by each class of real and personal property for Fiscal 2015. At said hearing, the Assessor shall provide all information and data relevant to making such determination and the fiscal effect of the available alternatives.

Per order,

Board of Selectmen

TAX HEARING 11/17/14
 LEGAL NOTICE
 BOXBOROUGH BOARD OF
 SELECTMEN
 PUBLIC HEARING
 FISCAL 2015 TAX CLASSIFICATION
 HEARING

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Per order,
 Board of Selectmen

AD#13198896
 Acton Beacon 11/6, 11/13/14



Boxborough, Massachusetts
Fiscal Year 2015
Classification Hearing
Monday, November 17, 2014

Prepared for:

Boxborough Board of Selectmen

Vincent Amoroso, Chair
Robert Stemple, Clerk
Susan Bak
Leslie Fox
James Gorman

Prepared by:

Ruth Anderson, MAA
Town Assessor

November 17, 2014

To the Board of Selectmen and the Citizens of Boxborough:

As Town Assessor, I am pleased to present information and options for the Board of Selectmen to determine whether there shall be a single tax rate for all classes of property within the Town for Fiscal Year 2015. This process is known as the adoption of a residential factor.

The Commissioner of Revenue has certified that the locally assessed values of real and personal property in Boxborough represent full and fair cash valuation as of January 1, 2014 for Fiscal Year 2015. Supporting analysis was based on sales of property in Boxborough during calendar year 2013. Values were approved by the Department of Revenue on October 14, 2014. This year marks our second interim-year adjustment period, meaning that Fiscal 2016 is a certification year that will require a full revaluation of the Town.

Tonight I am seeking a decision by the Selectmen as to the residential factor and, once votes are taken, for Board to sign the LA-5 form. I also request authorization from the Selectmen for me, as Assessor, to digitally sign the LA-5 form in the Division of Local Services Gateway program.

Pursuant to Massachusetts General Laws, Chapter 40, Section 56, a classification hearing allows a community to have different tax rates for different classes of property, and allows the Board of Selectmen to make the decision as to whether or not to shift the tax burden from one class of property to another. The statute provides a maximum allowable portion of the tax levy to be borne by the commercial, industrial and personal property classes (CIP). In Boxborough, the allowable shift is 150%. The CIP property classes account for just over 24% of our total tax base. Boxborough has maintained a single tax rate since Fiscal Year 1986, at which time the CIP property classes made up 29% of the tax base.

Included in this packet, you will find information on historic rates and values for the Town of Boxborough, including various hypothetical scenarios for your consideration in whether or not to split the tax rate. I have also included a copy of the proposed Tax Rate Recapitulation Sheet that will be submitted to the Department of Revenue if the Board votes to maintain a singular tax rate.

**TOWN OF BOXBOROUGH
GENERAL DATA AND STATISTICS**

The assessment date for Fiscal Year 2015 is January 1, 2014. New growth is calculated through June 30, 2014 per Section 40 of Chapter 653 of the Acts of 1989.

Property Classifications

- Class 1 – Residential**
- Class 2 – Open Space**
- Class 3 – Commercial**
- Class 4 – Industrial**
- Class 5 – Personal Property**

Under a single tax rate, each class of property is taxed at the same rate per thousand dollars of value. Under a split tax rate option, the residential rate is applied to residential and open space property, and the commercial rate is applied to commercial, industrial and personal property classes, which also include those forestry, agricultural/horticultural, and recreational properties classified under Chapters 61, 61A and 61B.

ADJUSTMENTS
TO
VALUE

For Fiscal 2015, Boxborough saw an overall increase in value over Fiscal 2014 of 3.86%. The following charts represent the changes in total valuation by property class, including market adjustments and new growth:

CLASS 1 RESIDENTIAL

| | ADJUSTED FISCAL 2014 VALUE | MARKET ADJUSTMENT | NEW GROWTH | FISCAL 2015 VALUE | VALUE CHANGE | PERCENTAGE CHANGE |
|--------------------------|---|------------------------------|-----------------------|----------------------------------|-------------------------|------------------------------|
| SINGLE FAMILY | \$593,488,100 | \$32,075,800 | \$964,800 | \$626,528,700 | \$33,040,600 | 5.57% |
| CONDOMINIUM | \$84,845,500 | -\$705,400 | \$2,458,500 | \$84,598,600 | -\$246,900 | -0.29% |
| MULTI- FAMILY | \$8,190,200 | -\$63,800 | \$203,000 | \$8,329,400 | \$139,200 | 1.70% |
| VACANT LAND | \$6,869,800 | -\$445,900 | \$0 | \$6,423,900 | -\$445,900 | -6.49% |

**CLASS 3, 4, 5
COMMERCIAL, INDUSTRIAL, PERSONAL PROPERTY**

| | ADJUSTED FISCAL 2014 VALUE | MARKET ADJUSTMENT | NEW GROWTH | FISCAL 2015 VALUE | VALUE CHANGE | PERCENTAGE CHANGE |
|------------------------------|---|------------------------------|-----------------------|----------------------------------|-------------------------|------------------------------|
| COMMERCIAL | \$74,249,381 | \$287,280 | \$446,200 | \$74,982,861 | \$733,480 | 0.99% |
| INDUSTRIAL | \$129,269,575 | \$599,985 | \$22,000 | \$129,891,560 | \$621,985 | 0.48% |
| PERSONAL PROPERTY | \$30,266,632 | \$0 | \$6,849,103 | \$32,854,874 | \$2,588,242 | 8.55% |

OVERALL CHANGE

| | ADJUSTED FISCAL 2014 VALUE | MARKET ADJUSTMENT | NEW GROWTH | FISCAL 2015 VALUE | VALUE CHANGE | PERCENTAGE CHANGE |
|-----------------------|---|------------------------------|-----------------------|----------------------------------|-------------------------|------------------------------|
| TOTAL TOWN | \$940,732,633 | \$31,746,239 | \$10,943,603 | \$976,999,303 | \$36,266,670 | 3.86% |

Please note that "Adjusted Fiscal 2014 Value" relates to the total value of the prior fiscal year after taking into account certain adjustments over the course of the year, such as conversions from one use to another, as well as abatements processed.

THE REAL ESTATE MARKET

The real estate market in Boxborough jumped significantly during the 2013 calendar year, which formed the basis for values in Fiscal 2015. Below is a sales comparison for calendar years 2012, 2013 and 2014 (through October) which shows number of sales, and average sale prices, number of days properties were on the market, and price per square-foot for both single family properties and condominiums.

Single Family Home Sales

| | # of Valid Sales | Average Days on Market | Average Sale Price | Average Price/SF |
|--|---------------------------------|---------------------------------------|-----------------------------------|-----------------------------|
| Fiscal 2014 (Calendar Year 2012) | 27 | 95.56 | \$507,107 | \$196.07 |
| Fiscal 2015 (Calendar Year 2013) | 55 | 71.42 | \$531,921 | \$210.69 |
| Fiscal 2016 (Calendar Year 2014) [Through 10/31/14] | 27 | 89.44 | \$670,192 | \$213.42 |

Condominium Sales

| | # of Valid Sales | Average Days on Market | Average Sale Price | Average Price/SF |
|--|---------------------------------|---------------------------------------|-----------------------------------|-----------------------------|
| Fiscal 2014 (Calendar Year 2012) | 24 | 112.17 | \$105,113 | \$111.70 |
| Fiscal 2015 (Calendar Year 2013) | 39 | 71.92 | \$137,347 | \$120.64 |
| Fiscal 2016 (Calendar Year 2014) [Through 10/31/14] | 38 | 61.47 | \$177,533 | \$140.51 |

These charts explain the overall increase in values for this fiscal year for the majority of properties in the Residential class.

You will note that the market has continued to increase in calendar year 2014 so far, which will be reflected in assessed values for Fiscal 2016.

VALUATION
AND
LEVY

TOWN OF BOXBOROUGH

HISTORIC ASSESSED VALUES BY CLASS

| FISCAL YEAR | CLASS 1 RESIDENTIAL | CLASS 3 COMMERCIAL | CLASS 4 INDUSTRIAL | CLASS 5 PERSONAL PROPERTY |
|------------------------|--------------------------------|-------------------------------|-------------------------------|--|
| 2015 | \$739,270,008 | \$74,982,861 | \$129,891,560 | \$32,854,874 |
| 2014 | \$708,315,134 | \$75,493,992 | \$129,656,875 | \$30,266,632 |
| 2013 | \$711,136,122 | \$77,494,492 | \$126,975,375 | \$29,343,438 |
| 2012 | \$711,519,586 | \$75,754,031 | \$128,070,575 | \$28,972,060 |
| 2011 | \$716,783,627 | \$74,329,816 | \$129,915,715 | \$22,556,930 |
| 2010 | \$722,063,119 | \$81,176,198 | \$138,354,394 | \$19,737,030 |
| 2009 | \$784,289,120 | \$90,390,037 | \$145,949,404 | \$18,360,190 |
| 2008 | \$811,347,716 | \$85,080,563 | \$141,119,639 | \$14,647,710 |
| 2007 | \$796,389,798 | \$80,697,358 | \$141,013,607 | \$9,994,460 |
| 2006 | \$782,105,788 | \$84,876,375 | \$142,770,314 | \$10,044,100 |
| 2005 | \$708,686,571 | \$80,829,539 | \$128,815,714 | \$8,866,140 |
| 2004 | \$668,458,861 | \$81,433,421 | \$123,734,762 | \$8,577,870 |

Based upon a residential factor of one (a single tax rate), the anticipated Fiscal 2015 tax rate would be \$16.64 per \$1,000 of value.

**TOWN OF BOXBOROUGH
PROPERTY TAX LEVY**

TAX RATE RECAPITULATION

The levy is the amount of money a community can raise through taxation of real and personal property. The following chart shows the historic assessments, levies, and tax rates for the Town of Boxborough.

| FISCAL YEAR | AVERAGE SINGLE FAMILY TAX BILL | % CHANGE FROM PRIOR YEAR | AVERAGE SINGLE FAMILY ASSESSMENT | TOTAL VALUE ALL PROPERTY | TAX LEVY | TAX RATE |
|--------------------|---------------------------------------|---------------------------------|---|---------------------------------|---------------------|-----------------|
| 2015 | \$8,843 | -1.07% | \$531,407 | \$976,999,303 | \$16,257,268 | \$16.64 |
| 2014 | \$8,939 | -0.92% | \$505,250 | \$940,732,633 | \$16,641,560 | \$17.69 |
| 2013 | \$9,022 | -0.64% | \$510,000 | \$944,949,427 | \$16,719,808 | \$17.69 |
| 2012 | \$9,080 | 2.96% | \$508,136 | \$944,316,252 | \$16,875,732 | \$17.87 |
| 2011 | \$8,819 | 5.38% | \$507,184 | \$943,586,088 | \$16,403,457 | \$17.38 |
| 2010 | \$8,369 | 3.31% | \$506,349 | \$961,330,741 | \$15,894,409 | \$16.53 |
| 2009 | \$8,101 | 1.29% | \$545,872 | \$1,038,988,751 | \$15,418,593 | \$14.84 |
| 2008 | \$7,998 | 3.72% | \$565,637 | \$1,052,195,628 | \$14,878,046 | \$14.14 |
| 2007 | \$7,711 | 5.62% | \$554,000 | \$1,028,095,223 | \$14,259,680 | \$13.87 |
| 2006 | \$7,301 | 9.62% | \$551,921 | \$1,109,796,577 | \$13,502,106 | \$13.24 |
| 2005 | \$6,660 | 2.92% | \$508,396 | \$927,197,964 | \$12,146,293 | \$13.10 |

TOWN OF BOXBOROUGH

RELATIONSHIP OF CLASS VALUES

This chart shows the historic relationship of values between classes of property in Boxborough. The ratio of Residential vs. Commercial/ Industrial/ Personal Property has remained fairly constant in the last five fiscal years. A general rule-of-thumb when contemplating a split in the tax rate is to consider a split when the CIP properties hold **more** than 25% of the total value of a municipality.

| FISCAL YEAR | RESIDENTIAL/OPEN SPACE Class 1, 2 | | COMM/IND/PERS PROP Class 3, 4, 5 | | TOTALS |
|----------------|--------------------------------------|------------|-------------------------------------|------------|---------|
| | TOTAL VALUE | PERCENTAGE | TOTAL VALUE | PERCENTAGE | |
| 2015 | \$739,270,008 | 75.67% | \$237,729,395 | 24.33% | 100.00% |
| 2014 | \$708,315,134 | 74.98% | \$235,326,499 | 25.02% | 100.00% |
| 2013 | \$711,136,122 | 75.25% | \$233,813,305 | 24.75% | 100.00% |
| 2012 | \$711,519,586 | 75.35% | \$232,796,666 | 24.65% | 100.00% |
| 2011 | \$716,792,627 | 75.96% | \$226,802,461 | 24.04% | 100.00% |

COMPARISON OF
NEIGHBORING
COMMUNITIES

In comparing the Town of Boxborough with its neighbors, the Selectmen and the citizenry through Town Meeting, have historically not spent to the allowable levy limit. This practice has enabled the Town to maintain necessary services while seeing a drop in the average single family tax bill over the last three fiscal years, inclusive. The following chart illustrates the number of single family homes, the average value, tax rates, and the average tax bill on a single family home for our bordering communities. Every abutting town has increased its average single family bill each of the last five years.

| BOXBOROUGH | | | | |
|-------------------|-----------------------|-----------------------------|----------|--------------------------------|
| FISCAL YEAR | # SINGLE FAMILY HOMES | AVERAGE SINGLE FAMILY VALUE | TAX RATE | AVERAGE SINGLE FAMILY TAX BILL |
| 2010 | 1,167 | \$506,349 | \$16.53 | \$8,370 |
| 2011 | 1,172 | \$507,184 | \$17.38 | \$8,815 |
| 2012 | 1,172 | \$508,136 | \$17.87 | \$9,080 |
| 2013 | 1,174 | \$508,136 | \$17.69 | \$9,022 |
| 2014 | 1,175 | \$505,250 | \$17.69 | \$8,938 |

| ACTON | | | | |
|--------------|-----------------------|-----------------------------|----------|--------------------------------|
| FISCAL YEAR | # SINGLE FAMILY HOMES | AVERAGE SINGLE FAMILY VALUE | TAX RATE | AVERAGE SINGLE FAMILY TAX BILL |
| 2010 | 4,877 | \$512,103 | \$17.12 | \$8,767 |
| 2011 | 4,886 | \$500,492 | \$18.08 | \$9,049 |
| 2012 | 4,889 | \$499,163 | \$18.55 | \$9,259 |
| 2013 | 4,906 | \$505,237 | \$19.10 | \$9,650 |
| 2014 | 4,916 | \$505,494 | \$19.45 | \$9,832 |

| HARVARD | | | | |
|----------------|-----------------------|-----------------------------|----------|--------------------------------|
| FISCAL YEAR | # SINGLE FAMILY HOMES | AVERAGE SINGLE FAMILY VALUE | TAX RATE | AVERAGE SINGLE FAMILY TAX BILL |
| 2010 | 1,655 | \$595,195 | \$14.33 | \$8,529 |
| 2011 | 1,659 | \$561,415 | \$15.47 | \$8,685 |
| 2012 | 1,666 | \$545,679 | \$16.24 | \$8,862 |
| 2013 | 1,667 | \$547,036 | \$16.68 | \$9,125 |
| 2014 | 1,680 | \$546,598 | \$17.09 | \$9,341 |

| LITTLETON | | | | |
|------------------|-----------------------|-----------------------------|----------|--------------------------------|
| FISCAL YEAR | # SINGLE FAMILY HOMES | AVERAGE SINGLE FAMILY VALUE | TAX RATE | AVERAGE SINGLE FAMILY TAX BILL |
| 2010 | 2,808 | \$370,111 | \$14.63 | \$5,415 |
| 2011 | 2,818 | \$368,977 | \$15.33 | \$5,656 |
| 2012 | 2,827 | \$370,625 | \$16.08 | \$5,960 |
| 2013 | 2,838 | \$366,412 | \$16.98 | \$6,222 |
| 2014 | 2,863 | \$367,397 | \$17.41 | \$6,396 |

| STOW | | | | |
|-------------|-----------------------|-----------------------------|----------|--------------------------------|
| FISCAL YEAR | # SINGLE FAMILY HOMES | AVERAGE SINGLE FAMILY VALUE | TAX RATE | AVERAGE SINGLE FAMILY TAX BILL |
| 2010 | 2,047 | \$445,062 | \$16.58 | \$7,379 |
| 2011 | 2,055 | \$427,744 | \$17.05 | \$7,310 |
| 2012 | 2,057 | \$429,156 | \$17.90 | \$7,682 |
| 2013 | 2,055 | \$423,931 | \$18.37 | \$7,788 |
| 2014 | 2,047 | \$424,668 | \$19.17 | \$8,141 |

SPLITTING THE TAX RATE

Split Rate with CIP Shift of 110% - Residential Factor of 96.66

| | |
|---|------------------------------------|
| TAX RATE | RESIDENTIAL \$16.10 CIP \$18.30 |
| Average Single Family House Value | \$531,400 |
| Average Single Family Tax Bill | \$8,555.54 |
| Average Residential Savings | \$286.96 |
| Average Commercial/Industrial Value | \$1,512,600 |
| Average Commercial/Industrial Tax Bill | \$27,680.58 |
| Average Commercial/Industrial Increase | \$2,510.92 |

Split Rate with CIP Shift of 130% - Residential Factor of 89.99

| | |
|---|------------------------------------|
| TAX RATE | RESIDENTIAL \$15.03 CIP \$21.63 |
| Average Single Family House Value | \$531,400 |
| Average Single Family Tax Bill | \$7,986.94 |
| Average Residential Savings | \$855.56 |
| Average Commercial/Industrial Value | \$1,512,600 |
| Average Commercial/Industrial Tax Bill | \$32,717.54 |
| Average Commercial/Industrial Increase | \$7,547.88 |

Split Rate with CIP Shift of 150% - Residential Factor of 83.31

| | |
|---|------------------------------------|
| TAX RATE | RESIDENTIAL \$13.96 CIP \$24.96 |
| Average Single Family House Value | \$531,400 |
| Average Single Family Tax Bill | \$7,418.34 |
| Average Residential Savings | \$1,424.16 |
| Average Commercial/Industrial Value | \$1,512,600 |
| Average Commercial/Industrial Tax Bill | \$37,754.50 |
| Average Commercial/Industrial Increase | \$12,584.84 |

This hearing requires a vote on the adoption of a residential factor pursuant to Massachusetts General Law Chapter 40 § 56.

Below are options to consider for the residential factor and the accompanying tax rate implications. The tax burden CIP shift can be up to 150%.

FISCAL YEAR 2015 TAX RATE OPTIONS

| <u>Single Tax Rate - Residential Factor of 1</u> | |
|---|-------------|
| TAX RATE | \$16.64 |
| Average Single Family House Value | \$531,400 |
| Average Single Family Tax Bill | \$8,842.50 |
| Average Commercial/Industrial Value | \$1,512,600 |
| Average Commercial/Industrial Tax Bill | \$25,169.66 |

| <u>Split Rate with CIP Shift of 105% - Residential Factor of 98.33</u> | |
|---|------------------------------------|
| TAX RATE | RESIDENTIAL \$16.37 CIP \$17.47 |
| Average Single Family House Value | \$531,400 |
| Average Single Family Tax Bill | \$8,699.02 |
| Average Residential Savings | \$143.48 |
| Average Commercial/Industrial Value | \$1,512,600 |
| Average Commercial/Industrial Tax Bill | \$26,425.12 |
| Average Commercial/Industrial Increase | \$1,255.46 |

SPLIT RATE TAX IMPLICATION DETAIL

The following spreadsheet details the actual tax implications to Commercial and Industrial property owners if the tax rate is split. This table is broken down by owner, so that the full range of increase for each taxpayer can be noted. Shaded rows note taxpayers who fall beneath the average value of \$1,512,600.

With the ratio of Residential to Commercial/Industrial properties in Boxborough being 3:1 (roughly 75% Residential to 25% Commercial/ Industrial/Personal Property), it is important to note that for every dollar saved by the Residential taxpayer, CIP taxpayers will pay an additional three dollars in tax. Depending on the rate of the shift, the average Residential taxpayer would save between \$143.48 and \$1,424.16, while the average CIP taxpayer would pay an additional \$1,255.46 to \$12,584.84.

The adoption of a Residential Factor is strictly a policy decision, which is why it rests with the elected policy makers of the community. While it would be helpful for all concerned parties to have a crystal ball that would let us know the long-range repercussions of splitting the tax rate, no such tool exists. Communities in Massachusetts that have a split rate have maintained that custom for several years, or even decades. The decision before the Board is how they wish to regard the commercial and industrial taxpayers that have chosen to establish their businesses here at this time. It is impossible to predict whether businesses will relocate from Boxborough if they are taxed at a higher rate. However, it is worth noting that a shift in the taxes payable by local businesses will not necessarily remain in a vacuum. The additional expense will likely be assumed by local customers as it is passed on to the rest of the community through higher prices.

| OWNER | LOCATION | FY15 VAL | SINGLE RATE | FY15 TAXES | 1.05 SHIFT | 1.10 SHIFT | 1.20 SHIFT | 1.30 SHIFT | 1.40 SHIFT | 1.50 SHIFT | INCREASE 1:1.05 | INCREASE 1:1.5 |
|---|---------------------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|----------------|
| 111 & 495, LLC | 200 CODMAN HILL RD | \$2,450,900 | \$16.64 | \$40,782.98 | \$42,817.22 | \$44,851.47 | \$48,944.47 | \$53,012.97 | \$57,105.97 | \$61,174.46 | \$2,034.25 | \$20,391.49 |
| 1145 MASS AVE REALTY, LLC | 1145 MASSACHUSETTS AVE | \$1,211,400 | \$16.64 | \$20,157.70 | \$21,163.16 | \$22,168.62 | \$24,191.66 | \$26,202.58 | \$28,225.62 | \$30,236.54 | \$1,005.46 | \$10,078.85 |
| 629 MASSACHUSETTS AVENUE, LLC | 629 MASSACHUSETTS AVE | \$2,212,100 | \$16.64 | \$36,809.34 | \$38,645.39 | \$40,481.43 | \$44,175.64 | \$47,847.72 | \$51,541.93 | \$55,214.02 | \$1,836.04 | \$18,404.67 |
| A-B PROPERTIES LLC | 85 SWANSON RD | \$7,012,600 | \$16.64 | \$116,689.66 | \$122,510.12 | \$128,330.58 | \$140,041.62 | \$151,682.54 | \$163,393.58 | \$175,034.50 | \$5,820.46 | \$58,344.83 |
| ACORN TREE AND LANDSCAPING INC | 493 CODMAN HILL RD | \$288,500 | \$16.64 | \$4,800.64 | \$5,040.10 | \$5,279.55 | \$5,761.35 | \$6,240.26 | \$6,722.05 | \$7,200.96 | | |
| ACORN TREE AND LANDSCAPING INC | 562 CODMAN HILL RD | \$25,600 | \$16.64 | \$425.98 | \$447.23 | \$468.48 | \$511.23 | \$553.73 | \$596.48 | \$638.98 | | |
| ACORN TREE AND LANDSCAPING INC | 1739 MASSACHUSETTS AVE | \$35,900 | \$16.64 | \$597.38 | \$627.17 | \$656.97 | \$716.92 | \$776.52 | \$836.47 | \$896.06 | | |
| ACORN TREE AND LANDSCAPING INC | 513 CODMAN HILL RD | \$437,800 | \$16.64 | \$7,284.99 | \$7,648.37 | \$8,011.74 | \$8,742.87 | \$9,469.61 | \$10,200.74 | \$10,927.49 | | |
| | | | | | | | | | | | 653.87 | \$6,554.50 |
| BEHRAKIS DRAKE G | 1223 MASSACHUSETTS AVE | \$113,600 | \$16.64 | \$1,890.30 | \$1,984.59 | \$2,078.88 | \$2,268.59 | \$2,457.17 | \$2,646.88 | \$2,835.46 | | |
| BEHRAKIS DRAKE G | 340 CODMAN HILL RD | \$428,500 | \$16.64 | \$7,130.24 | \$7,485.90 | \$7,841.55 | \$8,557.15 | \$9,268.46 | \$9,984.05 | \$10,695.36 | | |
| BEHRAKIS DRAKE G | 1300 MASSACHUSETTS AVE | \$4,541,400 | \$16.64 | \$75,568.90 | \$79,338.26 | \$83,107.62 | \$90,691.76 | \$98,230.48 | \$105,814.62 | \$113,353.34 | | |
| | | | | | | | | | | | \$4,219.31 | \$42,294.72 |
| BILLCHELM REALTY LLC | 70 CODMAN HILL RD | \$5,464,800 | \$16.64 | \$90,934.27 | \$95,470.06 | \$100,005.84 | \$109,132.06 | \$118,203.62 | \$127,329.84 | \$136,401.41 | | |
| BILLCHELM REALTY LLC | 60 CODMAN HILL RD | \$7,796,500 | \$16.64 | \$129,733.76 | \$136,204.86 | \$142,675.95 | \$155,696.11 | \$168,638.30 | \$181,658.45 | \$194,600.64 | | |
| | | | | | | | | | | | \$11,006.88 | \$110,334.02 |
| BLECK STUART H TRUSTEE | 864 MASSACHUSETTS AVE | \$517,600 | \$16.64 | \$8,612.86 | \$9,042.47 | \$9,472.08 | \$10,336.47 | \$11,195.69 | \$12,060.08 | \$12,919.30 | \$429.61 | \$4,306.43 |
| BOXBORO PROPERTIES LLC | 593 MASSACHUSETTS AVE | \$348,600 | \$16.64 | \$5,800.70 | \$6,090.04 | \$6,379.38 | \$6,961.54 | \$7,540.22 | \$8,122.38 | \$8,701.06 | \$289.34 | \$2,900.35 |
| BOXBOROUGH MASS AVE LLC/DEE BUS COMPANY | 975 MASSACHUSETTS AVE | \$221,300 | \$16.64 | \$3,682.43 | \$3,866.11 | \$4,049.79 | \$4,419.36 | \$4,786.72 | \$5,156.29 | \$5,523.65 | \$183.68 | \$1,841.22 |
| BOXBOROUGH TOWN CENTER LLC | 700 MASSACHUSETTS AVE | \$979,200 | \$16.64 | \$16,293.89 | \$17,106.62 | \$17,919.36 | \$19,554.62 | \$21,180.10 | \$22,815.36 | \$24,440.83 | | |
| BOXBOROUGH TOWN CENTER LLC | 61 STOW RD | \$389,400 | \$16.64 | \$6,479.62 | \$6,802.82 | \$7,126.02 | \$7,776.32 | \$8,422.72 | \$9,073.02 | \$9,719.42 | | |
| | | | | | | | | | | | \$1,135.94 | \$11,386.75 |
| BREEZY RIDGE LLC | 881 MASSACHUSETTS AVE | \$263,600 | \$16.64 | \$4,386.30 | \$4,605.09 | \$4,823.88 | \$5,264.09 | \$5,701.67 | \$6,141.88 | \$6,579.46 | \$218.79 | \$2,193.15 |
| BRIGHT HORIZONS CHILDREN CTR | 20 CODMAN HILL RD | \$1,195,700 | \$16.64 | \$19,896.45 | \$20,888.88 | \$21,881.31 | \$23,878.13 | \$25,862.99 | \$27,859.81 | \$29,844.67 | \$992.43 | \$9,948.22 |
| BYKHOVSKY DMITRI V, TRUSTEE | 649 MASSACHUSETTS AVE | \$1,706,800 | \$16.64 | \$28,401.15 | \$29,817.80 | \$31,234.44 | \$34,084.80 | \$36,918.08 | \$39,768.44 | \$42,601.73 | \$1,416.64 | \$14,200.58 |
| CISCO SYSTEMS, INC | 244 B ADAMS PL | \$326,800 | \$16.64 | \$5,437.95 | \$5,709.20 | \$5,980.44 | \$6,526.20 | \$7,068.68 | \$7,614.44 | \$8,156.93 | | |
| CISCO SYSTEMS, INC | 244 A ADAMS PL | \$362,700 | \$16.64 | \$6,035.33 | \$6,336.37 | \$6,637.41 | \$7,243.12 | \$7,845.20 | \$8,450.91 | \$9,052.99 | | |
| CISCO SYSTEMS, INC | 1000 REAR BEAVER BROOK RD | \$200 | \$16.64 | \$3.33 | \$3.49 | \$3.66 | \$3.99 | \$4.33 | \$4.66 | \$4.99 | | |
| CISCO SYSTEMS, INC | 100 BEAVER BROOK RD | \$557,900 | \$16.64 | \$9,283.46 | \$9,746.51 | \$10,209.57 | \$11,141.26 | \$12,067.38 | \$12,999.07 | \$13,925.18 | | |
| CISCO SYSTEMS, INC | 200 BEAVER BROOK RD | \$10,768,600 | \$16.64 | \$179,189.50 | \$188,127.44 | \$197,065.38 | \$215,048.94 | \$232,924.82 | \$250,908.38 | \$268,784.26 | | |
| CISCO SYSTEMS, INC | 300 BEAVER BROOK RD | \$13,053,000 | \$16.64 | \$217,201.92 | \$228,035.91 | \$238,869.90 | \$260,668.41 | \$282,336.39 | \$304,134.90 | \$325,802.88 | | |
| CISCO SYSTEMS, INC | 300 BEAVER BROOK RD | \$385,600 | \$16.64 | \$6,416.38 | \$6,736.43 | \$7,056.48 | \$7,700.43 | \$8,340.53 | \$8,984.48 | \$9,624.58 | | |
| CISCO SYSTEMS, INC | 350 BEAVER BROOK RD | \$565,000 | \$16.64 | \$9,401.60 | \$9,870.55 | \$10,339.50 | \$11,283.05 | \$12,220.95 | \$13,164.50 | \$14,102.40 | | |
| CISCO SYSTEMS, INC | 400 BEAVER BROOK RD | \$2,171,300 | \$16.64 | \$36,130.43 | \$37,932.61 | \$39,734.79 | \$43,360.86 | \$46,965.22 | \$50,591.29 | \$54,195.65 | | |

| OWNER | LOCATION | FY15 VAL | SINGLE RATE | FY15 TAXES | 1.05 SHIFT | 1.10 SHIFT | 1.20 SHIFT | 1.30 SHIFT | 1.40 SHIFT | 1.50 SHIFT | INCREASE 1:1.05 | INCREASE 1:1.5 |
|-------------------------------------|------------------------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|----------------|
| CISCO SYSTEMS, INC | 500 BEAVER BROOK RD | \$22,632,000 | \$16.64 | \$376,596.48 | \$395,381.04 | \$414,165.60 | \$451,961.04 | \$489,530.16 | \$527,325.60 | \$564,894.72 | | |
| CISCO SYSTEMS, INC | 600 BEAVER BROOK RD | \$2,109,800 | \$16.64 | \$35,107.07 | \$36,858.21 | \$38,609.34 | \$42,132.71 | \$45,634.97 | \$49,158.34 | \$52,660.61 | | |
| CISCO SYSTEMS, INC | 700 BEAVER BROOK RD | \$1,194,500 | \$16.64 | \$19,876.48 | \$20,867.92 | \$21,859.35 | \$23,854.17 | \$25,837.04 | \$27,831.85 | \$29,814.72 | | |
| CISCO SYSTEMS, INC | 800 BEAVER BROOK RD | \$1,913,700 | \$16.64 | \$31,843.97 | \$33,432.34 | \$35,020.71 | \$38,216.59 | \$41,393.33 | \$44,589.21 | \$47,765.95 | | |
| CISCO SYSTEMS, INC | 820 BEAVER BROOK RD | \$1,388,800 | \$16.64 | \$23,109.63 | \$24,262.34 | \$25,415.04 | \$27,734.34 | \$30,039.74 | \$32,359.04 | \$34,664.45 | | |
| CISCO SYSTEMS, INC | 850 BEAVER BROOK RD | \$882,000 | \$16.64 | \$14,676.48 | \$15,408.54 | \$16,140.60 | \$17,613.54 | \$19,077.66 | \$20,550.60 | \$22,014.72 | | |
| CISCO SYSTEMS, INC | 995 BEAVER BROOK RD | \$475,600 | \$16.64 | \$7,913.98 | \$8,308.73 | \$8,703.48 | \$9,497.73 | \$10,287.23 | \$11,081.48 | \$11,870.98 | | |
| CISCO SYSTEMS, INC | 999 BEAVER BROOK RD | \$69,000 | \$16.64 | \$1,148.16 | \$1,205.43 | \$1,262.70 | \$1,377.93 | \$1,492.47 | \$1,607.70 | \$1,722.24 | | |
| CISCO SYSTEMS, INC | 1000 BEAVER BROOK RD | \$19,400 | \$16.64 | \$322.82 | \$338.92 | \$355.02 | \$387.42 | \$419.62 | \$452.02 | \$484.22 | | |
| CISCO SYSTEMS, INC | 328 REAR HAZARD LN | \$182,000 | \$16.64 | \$3,028.48 | \$3,179.54 | \$3,330.60 | \$3,634.54 | \$3,936.66 | \$4,240.60 | \$4,542.72 | | |
| CISCO SYSTEMS, INC | 984 B HAZARD LN | \$68,200 | \$16.64 | \$1,134.85 | \$1,191.45 | \$1,248.06 | \$1,361.95 | \$1,475.17 | \$1,589.06 | \$1,702.27 | | |
| CISCO SYSTEMS, INC | 984 A HAZARD LN | \$246,600 | \$16.64 | \$4,103.42 | \$4,308.10 | \$4,512.78 | \$4,924.60 | \$5,333.96 | \$5,745.78 | \$6,155.14 | | |
| CISCO SYSTEMS, INC | 984 HAZARD LN | \$195,300 | \$16.64 | \$3,249.79 | \$3,411.89 | \$3,573.99 | \$3,900.14 | \$4,224.34 | \$4,550.49 | \$4,874.69 | | |
| CISCO SYSTEMS, INC | 984 C HAZARD LN | \$80,000 | \$16.64 | \$1,331.20 | \$1,397.60 | \$1,464.00 | \$1,597.60 | \$1,730.40 | \$1,864.00 | \$1,996.80 | | |
| CISCO SYSTEMS, INC | 1451 REAR HAZARD LN | \$456,000 | \$16.64 | \$7,587.84 | \$7,966.32 | \$8,344.80 | \$9,106.32 | \$9,863.28 | \$10,624.80 | \$11,381.76 | | |
| CISCO SYSTEMS, INC | 1451 HAZARD LN | \$360,200 | \$16.64 | \$5,993.73 | \$6,292.69 | \$6,591.66 | \$7,193.19 | \$7,791.13 | \$8,392.66 | \$8,990.59 | | |
| CISCO SYSTEMS, INC | 1497 HAZARD LN | \$9,800 | \$16.64 | \$163.07 | \$171.21 | \$179.34 | \$195.71 | \$211.97 | \$228.34 | \$244.61 | | |
| CISCO SYSTEMS, INC | 1634 HAZARD LN | \$73,500 | \$16.64 | \$1,223.04 | \$1,284.05 | \$1,345.05 | \$1,467.80 | \$1,589.81 | \$1,712.55 | \$1,834.56 | | |
| CISCO SYSTEMS, INC | 1320 MASSACHUSETTS AVE | \$493,400 | \$16.64 | \$8,210.18 | \$8,619.70 | \$9,029.22 | \$9,853.20 | \$10,672.24 | \$11,496.22 | \$12,315.26 | | |
| CISCO SYSTEMS, INC | 1414 MASSACHUSETTS AVE | \$19,911,700 | \$16.64 | \$331,330.69 | \$347,857.40 | \$364,384.11 | \$397,636.65 | \$430,690.07 | \$463,942.61 | \$496,996.03 | | |
| | | | | | | | | | | | \$67,190.66 | \$673,525.63 |
| COSGROVE JAMES | 240 LITTLETON COUNTY RD | \$1,091,500 | \$16.64 | \$18,162.56 | \$19,068.51 | \$19,974.45 | \$21,797.26 | \$23,609.15 | \$25,431.95 | \$27,243.84 | \$905.95 | \$9,081.28 |
| DAIGLE KERRY/CHERYL - TRUSTEES | 650 MASSACHUSETTS AVE | \$361,500 | \$16.64 | \$6,015.36 | \$6,315.41 | \$6,615.45 | \$7,219.16 | \$7,819.25 | \$8,422.95 | \$9,023.04 | \$300.05 | \$3,007.68 |
| DEXTER TERRY J /DEXTER JENNIFER R | 1453 REAR HAZARD LN | \$3,800 | \$16.64 | \$63.23 | \$66.39 | \$69.54 | \$75.89 | \$82.19 | \$88.54 | \$94.85 | \$3.15 | \$31.62 |
| DEZUTTER JAMES E / FLYNN PATRICIA R | 13 REAR ELDRIDGE RD | \$2,600 | \$16.64 | \$43.26 | \$45.42 | \$47.58 | \$51.92 | \$56.24 | \$60.58 | \$64.90 | \$2.16 | \$21.63 |
| DUFOUR GEORGE F / DUFOUR LORRAINE | 280 REAR LITTLETON COUNTY RD | \$68,200 | \$16.64 | \$1,134.85 | \$1,191.45 | \$1,248.06 | \$1,361.95 | \$1,475.17 | \$1,589.06 | \$1,702.27 | \$56.61 | \$567.42 |
| ETCR INC | 1146 MASSACHUSETTS AVE | \$1,268,200 | \$16.64 | \$21,102.85 | \$22,155.45 | \$23,208.06 | \$25,325.95 | \$27,431.17 | \$29,549.06 | \$31,654.27 | \$1,052.61 | \$10,551.42 |
| FAIRLANE PROPERTIES INC | 153 SWANSON RD | \$39,400 | \$16.64 | \$655.62 | \$688.32 | \$721.02 | \$786.82 | \$852.22 | \$918.02 | \$983.42 | | |
| FAIRLANE PROPERTIES INC | 159 SWANSON RD | \$8,945,300 | \$16.64 | \$148,849.79 | \$156,274.39 | \$163,698.99 | \$178,637.64 | \$193,486.84 | \$208,425.49 | \$223,274.69 | | |
| FAIRLANE PROPERTIES INC | 155 SWANSON RD | \$8,862,000 | \$16.64 | \$147,463.68 | \$154,819.14 | \$162,174.60 | \$176,974.14 | \$191,685.06 | \$206,484.60 | \$221,195.52 | | |
| | | | | | | | | | | | \$14,812.76 | \$148,484.54 |
| NEW RESOURCES DEVELOPMENT CO | 1744 MASSACHUSETTS AVE | \$1,011,300 | \$16.64 | \$16,828.03 | \$17,667.41 | \$18,506.79 | \$20,195.66 | \$21,874.42 | \$23,563.29 | \$25,242.05 | \$839.38 | \$8,414.02 |
| GOLDEN POND OFFICE 25A, LLC | 25A STOW RD | \$202,600 | \$16.64 | \$3,371.26 | \$3,539.42 | \$3,707.58 | \$4,045.92 | \$4,382.24 | \$4,720.58 | \$5,056.90 | | |
| GOLDEN POND OFFICE 25B, LLC | 25B STOW RD | \$244,800 | \$16.64 | \$4,073.47 | \$4,276.66 | \$4,479.84 | \$4,888.66 | \$5,295.02 | \$5,703.84 | \$6,110.21 | | |

| OWNER | LOCATION | FY15 VAL | SINGLE RATE | FY15 TAXES | 1.05 SHIFT | 1.10 SHIFT | 1.20 SHIFT | 1.30 SHIFT | 1.40 SHIFT | 1.50 SHIFT | INCREASE 1:1.05 | INCREASE 1:1.5 |
|--|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------------|----------------|
| | | | | | | | | | | | \$371.34 | \$3,722.37 |
| GUTIERREZ ARTURO J, TRUSTEE | 40 CUNNINGHAM RD | \$314,600 | \$16.64 | \$5,234.94 | \$5,496.06 | \$5,757.18 | \$6,282.56 | \$6,804.80 | \$7,330.18 | \$7,852.42 | | |
| GUTIERREZ ARTURO J, TRUSTEE | 47 CUNNINGHAM RD | \$838,900 | \$16.64 | \$13,959.30 | \$14,655.58 | \$15,351.87 | \$16,752.83 | \$18,145.41 | \$19,546.37 | \$20,938.94 | | |
| GUTIERREZ ARTURO J, TRUSTEE | 180 HILL RD | \$761,900 | \$16.64 | \$12,678.02 | \$13,310.39 | \$13,942.77 | \$15,215.14 | \$16,479.90 | \$17,752.27 | \$19,017.02 | | |
| GUTIERREZ ARTURO J, TRUSTEE | 1415 MASSACHUSETTS AVE | \$240,500 | \$16.64 | \$4,001.92 | \$4,201.54 | \$4,401.15 | \$4,802.79 | \$5,202.02 | \$5,603.65 | \$6,002.88 | | |
| GUTIERREZ ARTURO J, TRUSTEE | 100 WARD RD | \$545,900 | \$16.64 | \$9,083.78 | \$9,536.87 | \$9,989.97 | \$10,901.62 | \$11,807.82 | \$12,719.47 | \$13,625.66 | | |
| GUTIERREZ ARTURO J, TRUSTEE | 1178 REAR HILL RD | \$58,000 | \$16.64 | \$965.12 | \$1,013.26 | \$1,061.40 | \$1,158.26 | \$1,254.54 | \$1,351.40 | \$1,447.68 | | |
| GUTIERREZ ARTURO J, TRUSTEE | 3 REAR MONARCH DR | \$18,200 | \$16.64 | \$302.85 | \$317.95 | \$333.06 | \$363.45 | \$393.67 | \$424.06 | \$454.27 | | |
| | | | | | | | | | | | \$2,305.74 | \$23,112.96 |
| GUTIERREZ/CATALDO | 120 ADAMS PL | \$640,500 | \$16.64 | \$10,657.92 | \$11,189.54 | \$11,721.15 | \$12,790.79 | \$13,854.02 | \$14,923.65 | \$15,986.88 | | |
| GUTIERREZ/CATALDO | 121 ADAMS PL | \$248,500 | \$16.64 | \$4,135.04 | \$4,341.30 | \$4,547.55 | \$4,962.55 | \$5,375.06 | \$5,790.05 | \$6,202.56 | | |
| GUTIERREZ/CATALDO | 244 ADAMS PL | \$766,200 | \$16.64 | \$12,749.57 | \$13,385.51 | \$14,021.46 | \$15,301.01 | \$16,572.91 | \$17,852.46 | \$19,124.35 | | |
| | | | | | | | | | | | \$1,373.82 | \$13,771.26 |
| HARVARD SPORTSMENS CLUB INC | 999 REAR BEAVER BROOK RD | \$3,900 | \$16.64 | \$64.90 | \$68.13 | \$71.37 | \$77.88 | \$84.36 | \$90.87 | \$97.34 | | |
| HARVARD SPORTSMENS CLUB INC | 800A REAR BEAVER BROOK RD | \$12,000 | \$16.64 | \$199.68 | \$209.64 | \$219.60 | \$239.64 | \$259.56 | \$279.60 | \$299.52 | | |
| HARVARD SPORTSMENS CLUB INC | 800 REAR BEAVER BROOK RD | \$39,800 | \$16.64 | \$662.27 | \$695.31 | \$728.34 | \$794.81 | \$860.87 | \$927.34 | \$993.41 | | |
| | | | | | | | | | | | \$46.23 | \$463.42 |
| HIGH QUALITY LANDSCAPE CONST. | 871 MASSACHUSETTS AVE | \$647,200 | \$16.64 | \$10,769.41 | \$11,306.58 | \$11,843.76 | \$12,924.58 | \$13,998.94 | \$15,079.76 | \$16,154.11 | \$537.18 | \$5,384.70 |
| HILBERG HAROLD P | 1096 REAR HILL RD | \$62,400 | \$16.64 | \$1,038.34 | \$1,090.13 | \$1,141.92 | \$1,246.13 | \$1,349.71 | \$1,453.92 | \$1,557.50 | \$51.79 | \$519.17 |
| HOWERTON WILLIAM M, TRUSTEE | 1102 REAR MASSACHUSETTS AVE | \$2,200 | \$16.64 | \$36.61 | \$38.43 | \$40.26 | \$43.93 | \$47.59 | \$51.26 | \$54.91 | | |
| HOWERTON WILLIAM M, TRUSTEE | 1120 MASSACHUSETTS AVE | \$2,623,400 | \$16.64 | \$43,653.38 | \$45,830.80 | \$48,008.22 | \$52,389.30 | \$56,744.14 | \$61,125.22 | \$65,480.06 | | |
| | | | | | | | | | | | \$2,179.25 | \$21,844.99 |
| JABEZ, LLC | 235 SUMMER RD | \$1,380,700 | \$16.64 | \$22,974.85 | \$24,120.83 | \$25,266.81 | \$27,572.58 | \$29,864.54 | \$32,170.31 | \$34,462.27 | \$1,145.98 | \$11,487.42 |
| KEYES MARJORIE E | 1195 HILL RD | \$172,900 | \$16.64 | \$2,877.06 | \$3,020.56 | \$3,164.07 | \$3,452.81 | \$3,739.83 | \$4,028.57 | \$4,315.58 | \$143.51 | \$1,438.53 |
| LITTLEFIELD ROAD, LLC | 80 LITTLEFIELD RD | \$467,600 | \$16.64 | \$7,780.86 | \$8,168.97 | \$8,557.08 | \$9,337.97 | \$10,114.19 | \$10,895.08 | \$11,671.30 | \$388.11 | \$3,890.43 |
| LUDOVICO ROBERT D / LUDOVICO BEVERLY G | 580 REAR CODMAN HILL RD | \$8,000 | \$16.64 | \$133.12 | \$139.76 | \$146.40 | \$159.76 | \$173.04 | \$186.40 | \$199.68 | \$6.64 | \$66.56 |
| LYONS JOHN, TRUSTEE | 692 MASSACHUSETTS AVE | \$1,800 | \$16.64 | \$29.95 | \$31.45 | \$32.94 | \$35.95 | \$38.93 | \$41.94 | \$44.93 | \$1.49 | \$14.98 |
| NAPOLI THOMAS/KATHERINE TRUSTEES | 22 LITTLEFIELD RD | \$318,500 | \$16.64 | \$5,299.84 | \$5,564.20 | \$5,828.55 | \$6,360.45 | \$6,889.16 | \$7,421.05 | \$7,949.76 | | |
| NAPOLI THOMAS/KATHERINE TRUSTEES | 40 LITTLEFIELD RD | \$27,400 | \$16.64 | \$455.94 | \$478.68 | \$501.42 | \$547.18 | \$592.66 | \$638.42 | \$683.90 | | |
| | | | | | | | | | | | \$287.10 | \$2,877.89 |
| OLYMPUS REALTY INC | 34 MASSACHUSETTS AVE | \$2,719,700 | \$16.64 | \$45,255.81 | \$47,513.16 | \$49,770.51 | \$54,312.41 | \$58,827.11 | \$63,369.01 | \$67,883.71 | | |
| OLYMPUS REALTY INC | 14 MASSACHUSETTS AVE | \$55,300 | \$16.64 | \$920.19 | \$966.09 | \$1,011.99 | \$1,104.34 | \$1,196.14 | \$1,288.49 | \$1,380.29 | | |
| | | | | | | | | | | | \$2,303.25 | \$23,088.00 |
| PAOLINI SAMUEL P, TRUSTEE | 530 MASSACHUSETTS AVE | \$154,400 | \$16.64 | \$2,569.22 | \$2,697.37 | \$2,825.52 | \$3,083.37 | \$3,339.67 | \$3,597.52 | \$3,853.82 | | |

The following chart is another detail of how various shifts in the tax rate will affect each class of property. For every dollar of savings to the residential owner, there is a corresponding exponential increase to the commercial and industrial taxpayers.

| <u>RESIDENTIAL - SINGLE FAMILY</u> | <u>FY15 VALUE</u> | <u>SINGLE RATE TAX</u> |
|------------------------------------|-------------------|------------------------|
| AVG VAL | 531,400 | \$8,842.50 |

| <u>RESIDENTIAL FACTOR</u> | | | | | | | | | |
|---------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <u>0.9839</u> | <u>0.9678</u> | <u>0.9518</u> | <u>0.9357</u> | <u>0.9196</u> | <u>0.9035</u> | <u>0.8875</u> | <u>0.8714</u> | <u>0.8553</u> | <u>0.8392</u> |
| \$8,699.02 | \$8,555.54 | \$8,417.38 | \$8,273.90 | \$8,130.42 | \$7,986.94 | \$7,848.78 | \$7,705.30 | \$7,561.82 | \$7,418.34 |

| <u>COMMERCIAL/INDUSTRIAL</u> | <u>FY15 VALUE</u> | <u>SINGLE RATE TAX</u> |
|------------------------------|-------------------|------------------------|
| AVG VAL | 1,512,600 | \$25,169.66 |

| <u>COMMERCIAL/INDUSTRIAL/PERSONAL PROPERTY SHIFT</u> | | | | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <u>1.05</u> | <u>1.10</u> | <u>1.15</u> | <u>1.20</u> | <u>1.25</u> | <u>1.30</u> | <u>1.35</u> | <u>1.40</u> | <u>1.45</u> | <u>1.50</u> |
| \$26,425.12 | \$27,680.58 | \$28,951.16 | \$30,206.62 | \$31,462.08 | \$32,717.54 | \$33,973.00 | \$35,243.58 | \$36,499.04 | \$37,754.50 |

| <u>SHIFT</u> | <u>RES. FACTOR</u> | <u>RES. RATE</u> | <u>CALC FACTOR</u> | <u>CIP RATE</u> | <u>CALC FACTOR</u> |
|--------------|--------------------|------------------|--------------------|-----------------|--------------------|
| 1.00 | 1.0000 | 16.64 | 0.01664 | 16.64 | 0.01664 |
| 1.05 | 0.9839 | 16.37 | 0.01637 | 17.47 | 0.01747 |
| 1.10 | 0.9678 | 16.10 | 0.01610 | 18.30 | 0.01830 |
| 1.15 | 0.9518 | 15.84 | 0.01584 | 19.14 | 0.01914 |
| 1.20 | 0.9357 | 15.57 | 0.01557 | 19.97 | 0.01997 |
| 1.25 | 0.9196 | 15.30 | 0.01530 | 20.80 | 0.02080 |
| 1.30 | 0.9035 | 15.03 | 0.01503 | 21.63 | 0.02163 |
| 1.35 | 0.8875 | 14.77 | 0.01477 | 22.46 | 0.02246 |
| 1.40 | 0.8714 | 14.50 | 0.01450 | 23.30 | 0.02330 |
| 1.45 | 0.8553 | 14.23 | 0.01423 | 24.13 | 0.02413 |
| 1.50 | 0.8392 | 13.96 | 0.01396 | 24.96 | 0.02496 |



AS I BEGIN TO MOVE THROUGH MY SECOND YEAR AS TOWN ASSESSOR IN BOXBOROUGH, I WOULD LIKE TO TAKE THIS OPPORTUNITY TO THANK THE BOARD OF SELECTMEN, THE TOWN ADMINISTRATOR AND THE REST OF THE STAFF AT TOWN HALL, AS WELL AS THE RESIDENTS, FOR CONTINUING TO PROVIDE A WARM AND SUPPORTIVE PLACE TO COME TO WORK EVERY DAY. I FEEL VERY FORTUNATE TO HAVE FOUND MY WAY TO THIS LOVELY LITTLE TOWN.

THANK YOU!

HOW IS THE AMOUNT OF TAX TO BE COLLECTED DETERMINED?

| | <u>% OF TOTAL \$\$ NEEDED</u> | | <u>MONEY COMES FROM</u> |
|--|-----------------------------------|-------------------|--|
| HOW MUCH MONEY DO WE NEED (Total Town Budget)? | \$ | 18,622,442 | Budget and other articles approved by voters at Town Meeting |
| OTHER SOURCES (BESIDES TAXES) OF REVENUE | | | |
| State Receipts | \$ | 463,374 | 2.49% |
| | | | School distribution, lottery apportionment, etc., less Cherry sheet assessment |
| Town Receipts | \$ | 1,380,000 | 7.41% |
| | | | Motor vehicle excise tax, permit fees, etc. |
| Free Cash | \$ | 401,551 | 2.16% |
| | | | Savings |
| Other | \$ | 120,249 | 0.65% |
| | | | Stabilization Fund, Overlay Surplus, Unexpended funds from prior year |
| HOW MUCH REMAINS TO BE COLLECTED FROM TAXPAYERS? | \$ | 16,257,268 | <u>87.30%</u> |
| | | | [75.7% residential, 7.7% commercial, 13.3% industrial, 3.3% personal property] |
| | | | 100.00% |

TOWN OF BOXBOROUGH

| | |
|---|-----------|
| Fiscal Year 2015 Average Single Family Tax Bill | \$8,843 |
| Number of Single Family Parcels | 1,179 |
| Average Assessed Value of Single Family Home (Not including 809 condo units) | \$531,400 |
| | |
| Fiscal Year 2014 Average Single Family Tax Bill | \$8,938 |
| Number of Single Family Parcels | 1,175 |
| Average Assessed Value of Single Family Home | \$505,250 |

STATE AVERAGE SINGLE FAMILY TAX BILL

| | |
|------------------|---------|
| Fiscal Year 2014 | \$5,044 |
| Fiscal Year 2013 | \$4,896 |
| Fiscal Year 2012 | \$4,711 |

HOW DOES OVERALL PROPERTY VALUE AFFECT MY TAXES

| | | | | | | | | | |
|--------------------------|------------------|---|------------|----------------------|--------------------|------------|------------------|---|----------|
| | | Amount to be raised by taxation (constant) | | Total Assessed Value | Tax rate / 1000 | Home Value | | | TAX BILL |
| HOW IS THE TAX RATE SET? | Current (FY2015) | \$16,257,268 | DIVIDED BY | \$976,999,303 | \$16.64 | \$500,000 | 500,000 X .01664 | = | \$8,320 |

| | | | | | | | | | |
|----------------------------------|---------------------------|--------------|------------|-----------------|---------|-----------|------------------|---|---------|
| | | | | | | | | | |
| WHAT IF PROPERTY VALUES GO UP? | 30% increase in valuation | \$16,257,268 | DIVIDED BY | \$1,270,099,094 | \$12.80 | \$650,000 | 650,000 x .01280 | = | \$8,320 |
| WHAT IF PROPERTY VALUES GO DOWN? | 30% decrease in value | \$16,257,268 | DIVIDED BY | \$683,899,512 | \$23.77 | \$350,000 | 350,000 x .02377 | = | \$8,320 |

| | | | | | | | | | |
|--|------------------|--|--|--|--|--|--|--|--|
| | IF | TOTAL AMOUNT TO BE RAISED REMAINS CONSTANT, AND ALL PROPERTY APPRECIATES AT THE SAME RATE | | | | | | | |
| | THEN | TAX BILL STAYS THE SAME | | | | | | | |

**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
TAX RATE RECAPITULATION**

FISCAL 2015

**OF
BOXBOROUGH**
City / Town / District

I. TAX RATE SUMMARY

| | | |
|--|----|----------------------|
| la. Total amount to be raised (from IIe) | \$ | <u>18,933,229.40</u> |
| lb. Total estimated receipts and other revenue sources (from IIIe) | | <u>2,675,961.00</u> |
| lc. Tax levy (Ia minus Ib) | \$ | <u>16,257,268.40</u> |
| ld. Distribution of Tax Rates and levies | | |

| CLASS | (b) Levy percentage (from LA - 5) | (c) IC above times each percent in col (b) | (d) Valuation by class (from LA - 5) | (e) Tax Rates (c) / (d) x 1000 | (f) Levy by class (d) x (e) / 1000 |
|-----------------|--|---|---|--------------------------------------|--|
| Residential | 75.6674% | 12,301,452.31 | 739,270,008 | 16.64 | 12,301,452.93 |
| Net of Exempt | | | | | 0.00 |
| Open Space | 0.0000% | 0.00 | 0 | | 0.00 |
| Commercial | 7.6748% | 1,247,712.84 | 74,982,861 | 16.64 | 1,247,714.81 |
| Net of Exempt | | | | | 0.00 |
| Industrial | 13.2950% | 2,161,403.83 | 129,891,560 | 16.64 | 2,161,395.56 |
| SUBTOTAL | 96.6372% | | 944,144,429 | | 15,710,563.30 |
| Personal | 3.3628% | 546,699.42 | 32,854,874 | 16.64 | 546,705.10 |
| TOTAL | 100.0000% | | 976,999,303 | | 16,257,268.40 |

Board of Assessors of BOXBOROUGH
City / Town / District

MUST EQUAL 1C

NOTE : The information is preliminary and is subject to change.

Do Not Write Below This Line --- For Department of Revenue Use Only

Reviewed By Amy Handfield
Date :
Approved :
Director of Accounts

TAX RATE RECAPITULATION

FISCAL 2015

BOXBOROUGH

City / Town / District

II. Amounts to be raised

| | | |
|---|------|---------------|
| Ila. Appropriations (col.(b) through col.(e) from page 4) | \$ | 18,688,091.00 |
| Ilb. Other amounts to be raised | | |
| 1. Amounts certified for tax title purposes | 0.00 | |
| 2. Debt and interest charges not included on page 4 | 0.00 | |
| 3. Final court judgements | 0.00 | |
| 4. Total overlay deficits of prior years | 0.00 | |
| 5. Total cherry sheet offsets (see cherry sheet 1-ER) | 0.00 | |
| 6. Revenue deficits | 0.00 | |
| 7. Offset receipts deficits Ch. 44, Sec. 53E | 0.00 | |
| 8. Authorized Deferral of Teachers' Pay | 0.00 | |
| 9. Snow and ice deficit Ch. 44, Sec. 31D | 0.00 | |
| 10. Other (specify on separate letter) | 0.00 | |
| TOTAL Ilb (Total lines 1 through 10) | | 0.00 |
| Ilc. State and county cherry sheet charges (C.S. 1-EC) | | 67,287.00 |
| Ild. Allowance for abatements and exemptions (overlay) | | 177,851.40 |
| Ile. Total amount to be raised (Total Ila through Ild) | \$ | 18,933,229.40 |

III. Estimated receipts and other revenue sources

| | | |
|---|--------------|--------------|
| Illa. Estimated receipts - State | | |
| 1. Cherry sheet estimated receipts (C.S. 1-ER Total) | \$ | 246,569.00 |
| 2. Massachusetts school building authority payments | | 284,092.00 |
| TOTAL Illa | | 530,661.00 |
| IIIb. Estimated receipts - Local | | |
| 1. Local receipts not allocated (page 3, col(b), Line 24) | 1,380,000.00 | |
| 2. Offset Receipts (Schedule A-1) | 0.00 | |
| 3. Enterprise Funds (Schedule A-2) | 0.00 | |
| 4. Community Preservation Funds (See Schedule A-4) | 243,500.00 | |
| TOTAL IIIb | | 1,623,500.00 |
| IIIc. Revenue sources appropriated for particular purposes | | |
| 1. Free cash (page 4, col.(c)) | 401,551.48 | |
| 2. Other available funds (page 4, col.(d)) | 120,248.52 | |
| TOTAL IIIc | | 521,800.00 |
| IIId. Other revenue sources appropriated specifically to reduce the tax rate | | |
| 1a. Free cash..appropriated on or before June 30, 2014 | 0.00 | |
| b. Free cash..appropriated on or after July 1, 2014 | 0.00 | |
| 2. Municipal light source | 0.00 | |
| 3. Teachers' pay deferral | 0.00 | |
| 4. Other source : | 0.00 | |
| TOTAL IIId | | 0.00 |
| IIIe. Total estimated receipts and other revenue sources (Total Illa through IIId) | \$ | 2,675,961.00 |

IV. Summary of total amount to be raised and total receipts from all sources

| | | |
|---|----|---------------|
| a. Total amount to be raised (from Ile) | \$ | 18,933,229.40 |
| b. Total estimated receipts and other revenue sources (from IIIe) | \$ | 2,675,961.00 |
| c. Total real and personal property tax levy (from Ic) | \$ | 16,257,268.40 |
| d. Total receipts from all sources (total IVb plus IVc) | \$ | 18,933,229.40 |

LOCAL RECEIPTS NOT ALLOCATED *

TAX RATE RECAPITULATION

BOXBOROUGH

City/Town/District

| | (a) Actual Receipts Fiscal 2014 | (b) Estimated Receipts Fiscal 2015 |
|---|--|---|
| ==> 1 MOTOR VEHICLE EXCISE | 701,227.00 | 640,000.00 |
| 2 OTHER EXCISE | | |
| ==> a.Meals | 0.00 | 0.00 |
| ==> b.Room | 212,467.00 | 200,000.00 |
| ==> c.Other | 47,454.00 | 5,000.00 |
| ==> 3 PENALTIES AND INTEREST ON TAXES AND EXCISES | 24,923.00 | 37,500.00 |
| ==> 4 PAYMENTS IN LIEU OF TAXES | 68,679.00 | 55,000.00 |
| 5 CHARGES FOR SERVICES - WATER | 0.00 | 0.00 |
| 6 CHARGES FOR SERVICES - SEWER | 0.00 | 0.00 |
| 7 CHARGES FOR SERVICES - HOSPITAL | 0.00 | 0.00 |
| 8 CHARGES FOR SERVICES - SOLID WASTE FEES | 116,183.00 | 115,000.00 |
| 9 OTHER CHARGES FOR SERVICES | 122,227.00 | 126,500.00 |
| 10 FEES | 16,740.00 | 0.00 |
| 11 RENTALS | 0.00 | 0.00 |
| 12 DEPARTMENTAL REVENUE - SCHOOLS | 0.00 | 0.00 |
| 13 DEPARTMENTAL REVENUE - LIBRARIES | 0.00 | 0.00 |
| 14 DEPARTMENTAL REVENUE - CEMETERIES | 0.00 | 3,000.00 |
| 15 DEPARTMENTAL REVENUE - RECREATION | 13,924.00 | 27,200.00 |
| 16 OTHER DEPARTMENTAL REVENUE | 37,736.00 | 11,840.00 |
| 17 LICENSES AND PERMITS | 189,107.00 | 109,460.00 |
| 18 SPECIAL ASSESSMENTS | 0.00 | 0.00 |
| ==> 19 FINES AND FORFEITS | 38,660.00 | 40,500.00 |
| ==> 20 INVESTMENT INCOME | 10,240.00 | 9,000.00 |
| ==> 21 MEDICAID REIMBURSEMENT | 0.00 | 0.00 |
| ==> 22 MISCELLANEOUS RECURRING (PLEASE SPECIFY) | 0.00 | 0.00 |
| 23 MISCELLANEOUS NON-RECURRING (PLEASE SPECIFY) | 63,207.00 | 0.00 |
| 24 TOTALS | \$ 1,662,774.00 | \$ 1,380,000.00 |

I hereby certify that the actual receipts as shown in column (a) are, to the best of my knowledge correct and complete, and I further certify that I have examined the entries made on page 4 of the Fiscal 2015 tax rate recapitulation form by the City, Town or District Clerk and hereby acknowledge that such entries correctly reflect the appropriations made and the sources from which such appropriations are to be met.

Jennifer Barrett, Accountant, Boxborough, 978-264-1716

11/3/2014 4:06 PM

Accounting Officer

Date

* Do not include receipts in columns (a) or (b) that were voted by the City / Town / District Council or Town Meeting as offset receipts on Schedule A-1, enterprise funds on Schedule A-2, or revolving funds on Schedule A-3. Written documentation should be submitted to support increases / decreases of estimated receipts to actual receipts.

==> Written documentation should be submitted to support increases/ decreases of FY 2014 estimated receipts to FY2015 estimated

CERTIFICATION OF APPROPRIATIONS AND SOURCES OF FUNDING

TAX RATE RECAPITULATION

FISCAL 2015

BOXBOROUGH

City / Town / District

| APPROPRIATIONS | | | | | | | AUTHORIZATIONS | |
|---|------|---|---|-------------------------------|---|---|---|--------------------------------|
| | | | | | | | MEMO ONLY | |
| City / Town Council or Town Meeting Dates | FY* | (a) Total Appropriations of Each Meeting | (b) ** From Raise and Appropriate | (c) From Free Cash See B-1 | (d) From Other Available Funds See B-2 | (e) From Offset Receipts (See A-1), Enterprise Funds (See A-2), or Community Preservation Fund (See A-4) | (f) *** Revolving Funds (See A-3) | (g) Borrowing Authorization |
| 05/12/2014 | 2014 | 50,300.00 | 0.00 | 50,300.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 17,922,791.00 | 17,922,791.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 100,000.00 | 0.00 | 79,751.48 | 20,248.52 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 184,000.00 | 0.00 | 184,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 82,500.00 | 0.00 | 82,500.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 5,000.00 | 0.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/12/2014 | 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 224,600.00 | 1,222,194.00 |
| 05/12/2014 | 2015 | 243,500.00 | 0.00 | 0.00 | 0.00 | 243,500.00 | 0.00 | 0.00 |
| Totals | | 18,688,091.00 | 17,922,791.00 | 401,551.48 | 120,248.52 | 243,500.00 | | |

| |
|----------------------------------|
| Must Equal Cols. (b) thru (e) |
|----------------------------------|

I hereby certify that the appropriations correctly reflect the votes taken by City / Town / District Council.

BOXBOROUGH

Elizabeth Markiewicz, Town Clerk, Boxborough, 978-264-1727

11/6/2014 10:58 AM

City/Town/District

Clerk

Date

DEPARTMENT OF REVENUE
BUREAU OF ACCOUNTS
CLASSIFICATION TAX ALLOCATION
BOXBOROUGH

City / Town / District
Fiscal Year : 2015

Return to : Bureau of Accounts, Boston, Springfield, Worcester

1. The selected Residential Factor is ----- 1.000000

If you desire each class to maintain 100% of its full values tax share,
indicate a residential factor of "1" and go to question 3.

2. In computing your residential factor, was a discount granted to Open Space ?

Yes _____ No X

If Yes, what is the percentage discount ? _____

3. Was a residential exemption adopted ?

Yes _____ No X

If Yes, please complete the following :

| | | | | | | |
|------------------------------|---|--------------------|---|------------------------------|---|--------------------------|
| Class 1 Total Assessed Value | = | <u>739,270,008</u> | X | <u>0</u> | = | _____ |
| Class 1 Total Parcel Count * | | <u>0</u> | | Selected Res. Exemption % | | Residential Exemption |

* Include all parcels with a Mixed-Use Residential designation

Applicable number of parcels to receive exemption 0

Net value to be exempted 0

4. Was a small commercial exemption adopted ?

Yes _____ No X

% Selected 0

If Yes, please complete the following :

No. of parcels eligible 0

Total value of parcels 0

Total value to be exempted _____

5. The following information was derived from the LA-7. Please indicate in column D percentages (accurate to 4 digits to the right of the decimal point) which result from your selected residential factor (If a residential factor of "1" has been selected you may leave Column D blank)

| A | B | C | D |
|-------------------|--|--|---|
| Class | Certified Full and Fair Cash Value Assessments | Percentage Full Value Shares of Total Tax Levy | New Percentage Shares of Total Tax Levy |
| Residential | 739,270,008.00 | 75.6674 % | 75.6674 % |
| Open Space | 0.00 | 0.0000 % | 0.0000 % |
| Commercial | 74,982,861.00 | 7.6748 % | 7.6748 % |
| Industrial | 129,891,560.00 | 13.2950 % | 13.2950 % |
| Personal Property | 32,854,874.00 | 3.3628 % | 3.3628 % |
| TOTAL | 976,999,303.00 | 100.0000 % | 100.0000 % |

NOTE : The information is preliminary and is subject to change.

6. I hereby attest that notice was given to taxpayers that a public hearing on the issue of adopting the tax levy percentages for fiscal year 2015 would be held on (date), (time), at (place), by (describe type of notice).

City/Town/District Clerk

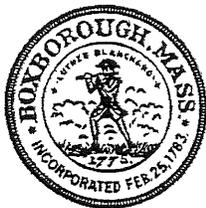
7. We hereby attest that on (date), (time), at (place) a public hearing on the issue of adopting the percentages for fiscal year 2015, that the Board of Assessors presented information and data relevant to making such determination and the fiscal effect of the available alternatives at the hearing and that the percentages set forth above were duly adopted in public session on (date).

8. The LA-5 excess capacity is calculated as 2,218,625.60
We have been informed by the Assessors of excess levy capacity of 2,218,625.60

For cities : City Councilors, Aldermen, Mayor
For towns : Board of Selectmen
For districts : Prudential Committee or Commissioners

| | | |
|-------|--------|------------|
| _____ | _____ | _____ |
| | (Date) | (Comments) |
| _____ | _____ | _____ |
| | (Date) | (Comments) |
| _____ | _____ | _____ |
| | (Date) | (Comments) |
| _____ | _____ | _____ |
| | (Date) | (Comments) |
| _____ | _____ | _____ |
| | (Date) | (Comments) |
| _____ | _____ | _____ |
| | (Date) | (Comments) |

5 a i



TOWN OF BOXBOROUGH
TOWN ASSESSOR

29 Middle Road, Boxborough, Massachusetts 01719

Phone (978) 264-1720 • Fax (978) 264-3127

randerson@boxborough-ma.gov

MEMORANDUM

TO: Board of Selectmen

FROM: Ruth T. Anderson, MAA
Town Assessor *R. Anderson*

cc: Selina Shaw, Town Administrator
David Lindberg, Building Inspector
Maripatt Shemowat, Tax Collector
Randolph White, Fire Chief
Warren Ryder, Police Chief

DATE: October 21, 2014

RE: Street Address Changes

In the course of reviewing existing and new construction properties in Boxborough, it has come to my attention that several parcels follow an inconsistent numbering system. For instance, odd numbers appear on either side of a street, such as houses 115 and 118 being beside each other rather than on opposite sides of the street. Another instance has #101 appearing before #89. These inconsistencies could potentially hinder public safety efforts should an emergency arise. In coordination with Dave Lindberg, Code Enforcement Officer, I will be notifying the particular property owners that their street addresses will be changed as of January 1, 2015, to bring them into compliance with the Boxborough Street Numbering Bylaw, and also to avoid any future confusion for emergency response personnel.

Attached for your review is a copy of the letter I intend to send, as well as a listing of each affected property and maps showing the current numbers assigned to illustrate the confusing addresses.

Please feel free to contact myself or Dave Lindberg with any questions or concerns.

Thank you.



TOWN OF BOXBOROUGH

29 Middle Road, Boxborough, Massachusetts 01719
Phone (978) 264-1700 • Fax (978) 264-3127

November 1, 2014

«OWNER1»
«OWNER2»
«ADDRESS»
«CITY», «ST» «ZIP»

Re: House Renumbering

Dear Property Owner:

A review of properties in Boxborough has revealed several inconsistencies in the way some parcels are numbered. These inconsistencies cause confusion and could potentially hinder public safety efforts should an emergency arise. In order to rectify these issues, your property will be renumbered, effective January 1, 2015.

We understand that the inconvenience of changing a street number is substantial, but believe the public safety issues outweigh the nuisance involved in correcting these longstanding errors. Your new street address is listed below. In accordance with the Boxborough Street Numbering Bylaw, please take the necessary steps to properly identify your home from the street. If you have any questions or concerns in this matter, please feel free to contact the Assessor or the Building Inspector.

CURRENT ADDRESS

NEW ADDRESS (as of 1/1/2015)

«OLD_LOCATION»

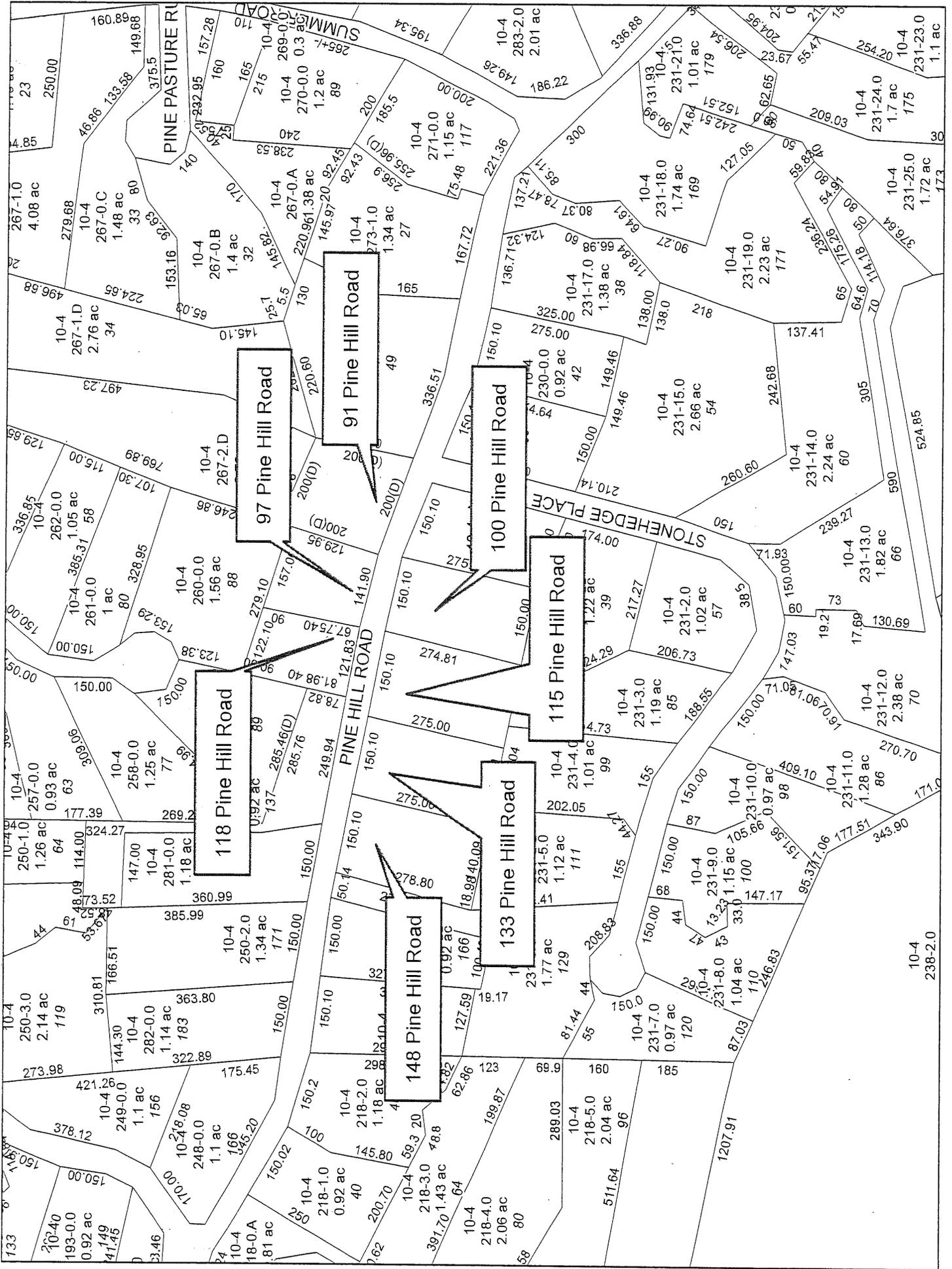
«NEW_LOCATION»

Sincerely,

Ruth T. Anderson
Town Assessor

David Lindberg
Building Inspector/Code Enforcement Officer

cc: Police Department
Fire Department
Tax Collector
Town Clerk
Town Planner
U.S. Postal Service – Boxborough, MA
Nashoba Regional Board of Health



OLD LOCATION

101 Liberty Square Road
133 Pine Hill Road
115 Pine Hill Road
118 Pine Hill Road
73 Liberty Square Road Unit 12A
73 Liberty Square Road Unit 14A
73 Liberty Square Road Unit 16A
73 Liberty Square Road Unit 18A
73 Liberty Square Road Unit 20A
73 Liberty Square Road Unit 24A
73 Liberty Square Road Unit 30A
73 Liberty Square Road Unit 32A
73 Liberty Square Road Unit 34A
73 Liberty Square Road Unit 36A
73 Liberty Square Road Unit 22A
73 Liberty Square Road Unit 26A

NEW LOCATION

83 Liberty Square Road
124 Pine Hill Road
110 Pine Hill Road
107 Pine Hill Road
72 Liberty Square Road Unit 12A
72 Liberty Square Road Unit 14A
72 Liberty Square Road Unit 16A
72 Liberty Square Road Unit 18A
72 Liberty Square Road Unit 20A
72 Liberty Square Road Unit 24A
72 Liberty Square Road Unit 30A
72 Liberty Square Road Unit 32A
72 Liberty Square Road Unit 34A
72 Liberty Square Road Unit 36A
72 Liberty Square Road Unit 22A
72 Liberty Square Road Unit 26A



Boxborough Fire Department

502 Massachusetts Avenue
Boxborough, MA 01719
Business 978-264-1770 Fax 978-263-0038
www.boxboroughfire.com

Randolph T. White
Fire Chief

To: Board of Selectmen
From: Randolph T. White, Fire Chief
Date: November 10, 2014
Re: Purposed Address Changes

This letter is in response to the Board of Selectmen's request, for my input on the Town Assessor purposed Street Address Changes.

In my opinion, I feel that following the Town Assessor's recommendation for correcting the inconsistencies is sensible.

The Town has a Street Numbering Bylaw in place to ensure public safety a consistent numbering system, which will be used for emergency, postal, and general identification purposes. In an emergency, fire, police, and mutual aid, depend on house numbers to find the emergency location quickly as possible.

I know that this will come as a potential inconvenience to the homeowners affected, but will minimize any future confusion for emergency responders.

Please feel free to contact me with any questions.



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

To: Board of Selectmen
From: Chief Warren B. Ryder
Date: November 7, 2014
Re: Street Address Changes

I offer the following comments in response to the Boards request for input on the recent street numbering proposal. First, I commend the Assessor for noting these inconsistencies and proposing a plan of action to correct the problem. Secondly, when I was asked for input last month, I responded by asserting that; As far as the Police Department is concerned we are accustomed to the irregular and inconsistent numbering schemes of this community and that I did not feel that the benefit would be worth the inconvenience to the residents.

The affected residents will have to update records with their lienholders, financial institutions, registry of deeds, utility providers, employers, medical institutions, insurance companies, post office, friends/family, etc... However, there are on-line services available such as updater.com that can ease the burden of this chore.

The Boxborough Communications (Dispatch) will need to update internal records, databases and maps to assure a prompt response of emergency services. Also, the State 911 Department will need notification to update their records and mapping software.

In conclusion, I suggest that these changes would be a responsible action of the Town. There would be an initial inconvenience to the some but, a probable long term benefit to all.

WBR/cop



TOWN OF BOXBOROUGH
TOWN ASSESSOR

29 Middle Road, Boxborough, Massachusetts 01719
 Phone (978) 264-1720 • Fax (978) 264-3127
 randerson@boxborough-ma.gov

MEMORANDUM

To: Boxborough Board of Selectmen

From: Ruth T. Anderson, MAA
 Town Assessor *rt*

cc: Selina Shaw, Town Administrator
 Adam Duchesneau, Town Planner
 Planning Board
 Maripatt Shemowat, Tax Collector

Date: October 21, 2014

Re: Assessing Owners of Private Ways

As part of my review of properties in Boxborough for value certification for Fiscal 2015, I noticed that there are several private ways within the municipality for which there are no individual parcel numbers, and thus no assessments or tax records. Town Planner, Adam Duchesneau, reviewed his records and provided me with a memorandum dated October, 2008, in which the Planning Board detailed the rationale behind their support at that time of assessing these properties. Subsequent review of minutes from meetings of the Board of Selectmen revealed some minor discussion, but no firm decision as to how the Town wanted to proceed.

According to the 2008 memorandum, the Planning Board received an opinion from Town Counsel as to the status of private ways which conveyed the belief that the Town could assess the respective owners of these particular parcels. The following is an updated list of roadways that are not included within the boundary of any existing parcel, and for which taxes are not being collected:

Roads built with the intention of becoming public ways:

- **Joyce Lane, Loring Avenue and MacLeod Way:** These roadways are owned by Boxborough Meadows, LLC, at 25 Westford Lane, Acton, MA. The road right-of-way area is approximately 65,663 square feet.

Roads built with the intention of remaining private ways:

- **Adams Place (Part 1):** This section of road is owned by Cisco Systems and the Gutierrez Company. The road right-of-way area is approximately 100,553 square feet.
- **Adams Place (Part 2):** This section of road is owned by RFP VI Hotel Boxborough, LLC. The road right-of-way is approximately 64,894 square feet.
- **Botech Avenue:** This road is owned by Fairlane Properties, Inc. The road right-of-way area is approximately 31,227 square feet.
- **Butler Way:** This road is owned by Depot Road Realty Trust. The road right-of-way area is approximately 15,164 square feet.
- **Daniel's Way:** This road is owned by Andrew and Susan Gruskay, and Kim Collins and Pamela Guy. The road right-of-way area is approximately 30,861 square feet.
- **Jenk's Trail:** This road is owned by Jianfang Li, and Eleanor Maciver. The road right-of-way area is approximately 17,798 square feet.
- **Loreto Drive:** This road is owned by Francis Biotti, Catherine D. Biotti, Cheryl Ann Thomas and Joseph E. Biotti, III, Trustees of the Trust Agreement of Joseph E. Biotti, Jr. The road right-of-way area is approximately 26,613 square feet.
- **Leonard Road:** This road is owned by Meenmore Development Realty Trust. The road right-of-way area is approximately 15,518 square feet.
- **Meetinghouse Lane:** This road is owned by the Meetinghouse Lane Trustees. The road right-of-way area is approximately 49,537 square feet.
- **Sadler Farm Road:** This road is owned by all five property owners: Neil and Wendy Craib, Chawakula Nagalakshmi and Balaji Gourishetti, Pal Family Revocable Trust, Jian Lin and Yimei Shen, and Leo Gray and Veronica Loubon-Gray. The road right-of-way area is approximately 2,985 square feet.
- **Sara's Way:** This road is owned by Larry White and Mark White. The road right-of-way area totals approximately 37,284 square feet (28,150 owned by Larry White; 9,134 owned by Mark White).
- **Sholan Circle:** This road is owned by all four lot owners off Sholan Circle in Harvard. The road right-of-way area is approximately 16,862 square feet.

- **Commercial Road – 60 & 70 Codman Hill Road:** This road is owned by Billchelm Realty, LLC. The road right-of-way area is approximately 19,175 square feet.

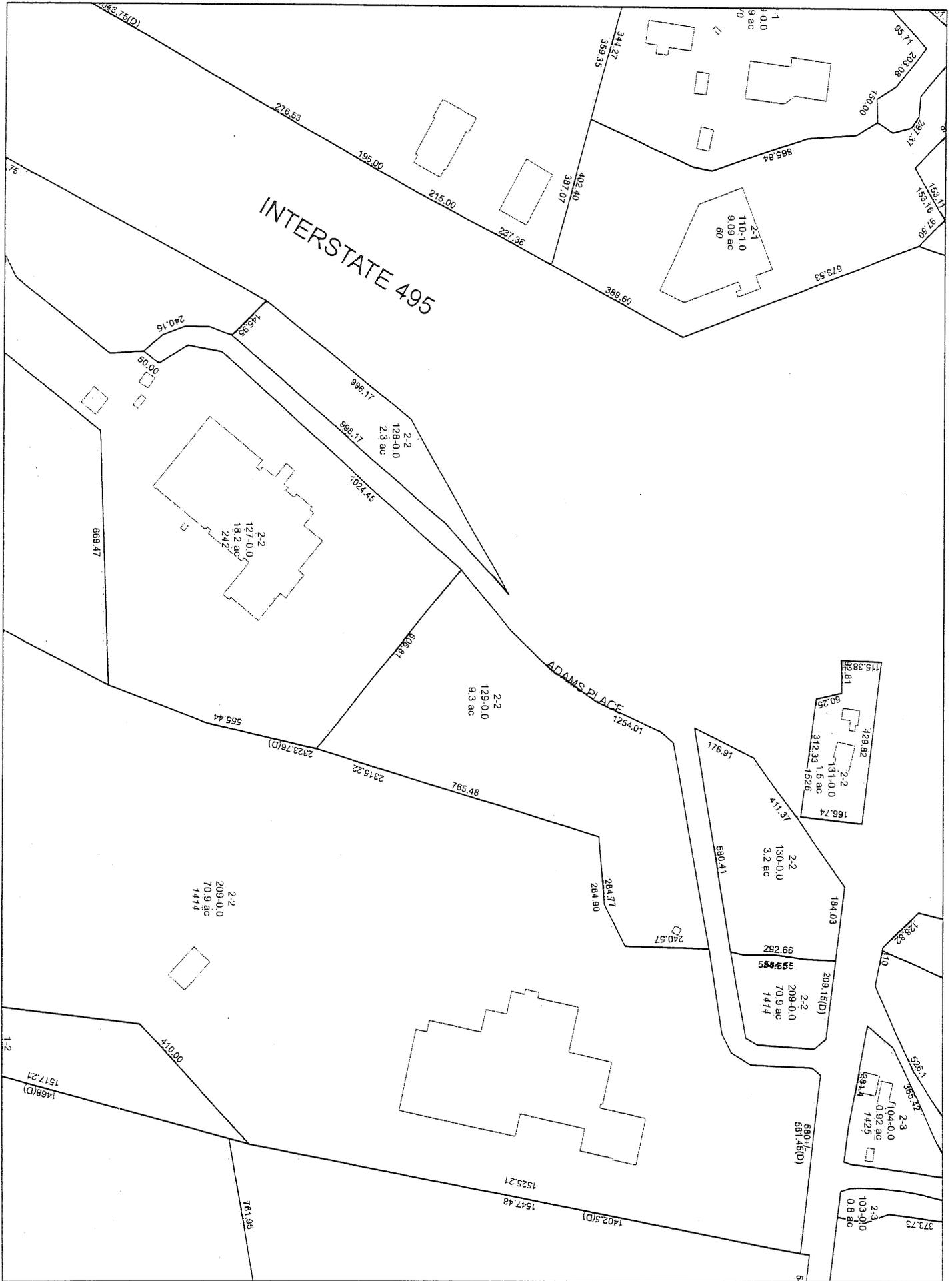
Based on current (FY2015) cost tables and tax rate, these properties would add approximately \$894,000 in assessed value to the Town's total, and \$14,877 in tax revenue if they had been assessed for Fiscal 2015.

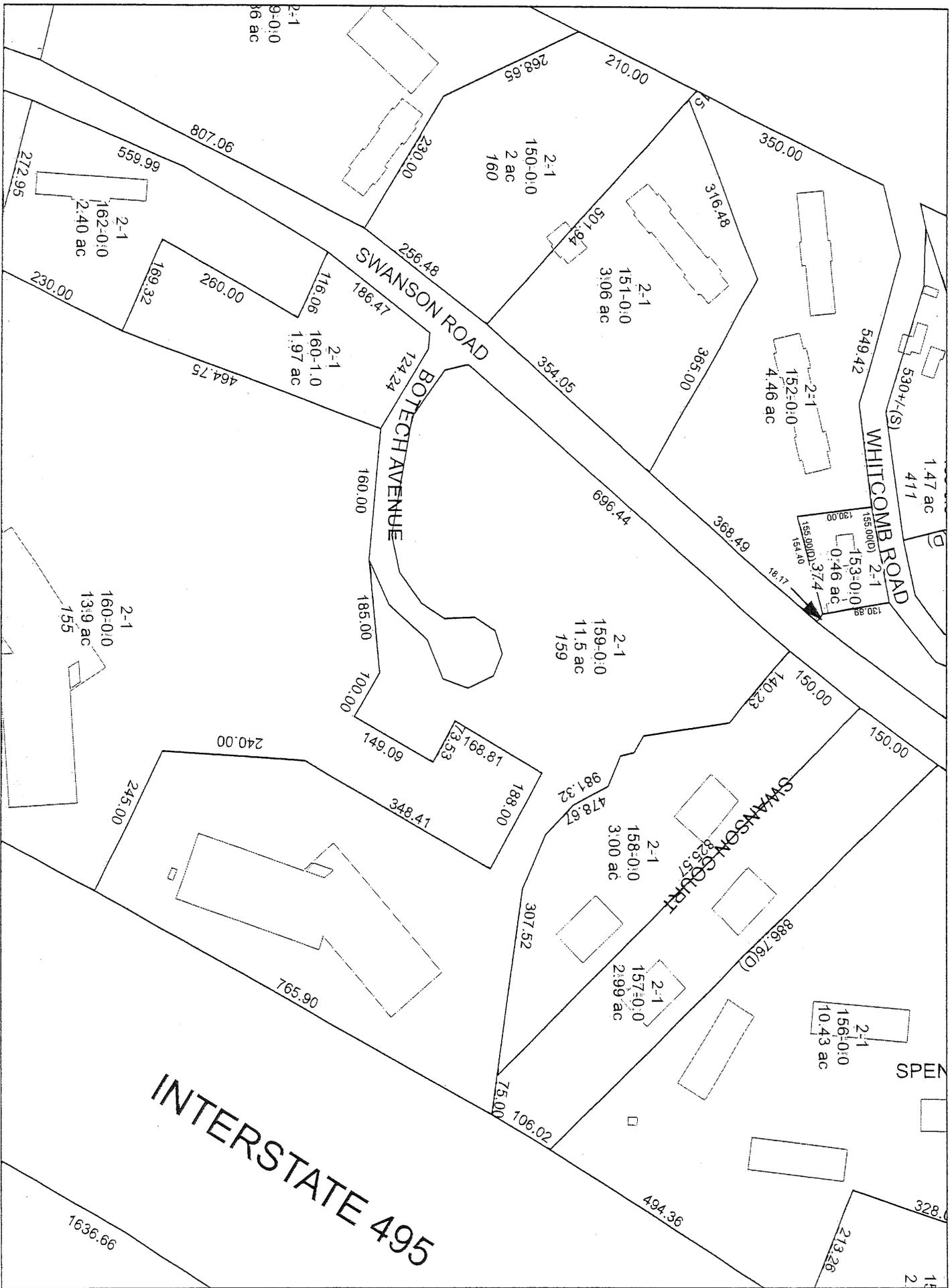
Below is a listing of each roadway and its associated value and potential tax implications:

| Street Name | Owner | Area-SF | Area-AC | Potential Assessment | Tax Rate | Potential Revenue |
|--|---|---------|---------|----------------------|----------|-------------------|
| Joyce Lane, Loring Avenue, MacLeod Way | Boxborough Meadows, LLC | 65,663 | 1.507 | \$69,000 | 16.64 | \$1,148.16 |
| Adams Place (1) | Cisco/Gutierrez RFP VI Hotel Boxborough LLC | 100,553 | 2.308 | \$105,600 | 16.64 | \$1,757.18 |
| Adams Place (2) | LLC | 64,894 | 1.490 | \$80,300 | 16.64 | \$1,336.19 |
| Botech Avenue | Boxborough Citimark 159 NT | 45,254 | 1.039 | \$74,900 | 16.64 | \$1,246.34 |
| Butler Way | Depot Road RT; Schulman | 15,164 | 0.348 | \$52,700 | 16.64 | \$876.93 |
| Daniel's Way | Various | 30,861 | 0.708 | \$58,400 | 16.64 | \$971.78 |
| Jenk's Trail | Various | 17,798 | 0.409 | \$53,100 | 16.64 | \$883.58 |
| Loreto Drive | Biotti | 26,613 | 0.611 | \$55,900 | 16.64 | \$930.18 |
| Leonard Road | Meenmore Development RT | 15,518 | 0.356 | \$52,700 | 16.64 | \$876.93 |
| Meetinghouse Lane | Meetinghouse Lane Trustees | 49,537 | 1.137 | \$60,900 | 16.64 | \$1,013.38 |
| Sadler Farm Road | Various | 2,985 | 0.069 | \$47,000 | 16.64 | \$782.08 |
| Sara's Way | White | 37,284 | 0.856 | \$59,500 | 16.64 | \$990.08 |
| Sholan Circle | Various | 16,862 | 0.387 | \$56,200 | 16.64 | \$935.17 |
| 60-70 Codman Hill Road | Billchelm Realty LLC | 18,568 | 0.426 | \$67,900 | 16.64 | \$1,129.86 |
| | TOTALS: | 507,554 | 11.652 | \$894,100 | | \$14,877.82 |

Board of Selectmen
October 21, 2014
Page Four

It is my understanding that the Town has chosen to maintain and/or plow these properties in the interest of public safety. I propose that these properties be added to the assessment lists to continue the practice of fair and equitable taxation for all property owners in Boxborough, as well as to offset the cost of the municipal services received by these parcels. As we are heading into our triennial revaluation for Fiscal 2016, it seems a good time to update our assessment records in this manner. I would be happy to discuss this matter with the Board at any time.





INTERSTATE 495

SWANSON ROAD

BOTCH AVENUE

WHITCOMB ROAD

SPEN

2-1
162-0:0
2.40 ac

2-1
150-0:0
2 ac
160

2-1
151-0:0
3.06 ac

2-1
152-0:0
4.46 ac

2-1
159-0:0
11.5 ac
159

2-1
158-0:0
3.00 ac

2-1
157-0:0
2.99 ac

2-1
156-0:0
10.43 ac

807.06

210.00

350.00

272.95

559.99

260.00

160.00

696.44

18.17

2-1
160-0:0
13.9 ac
155

240.00

100.00

140.23

00.00

245.00

348.41

478.67

886.76(D)

765.90

307.52

106.02

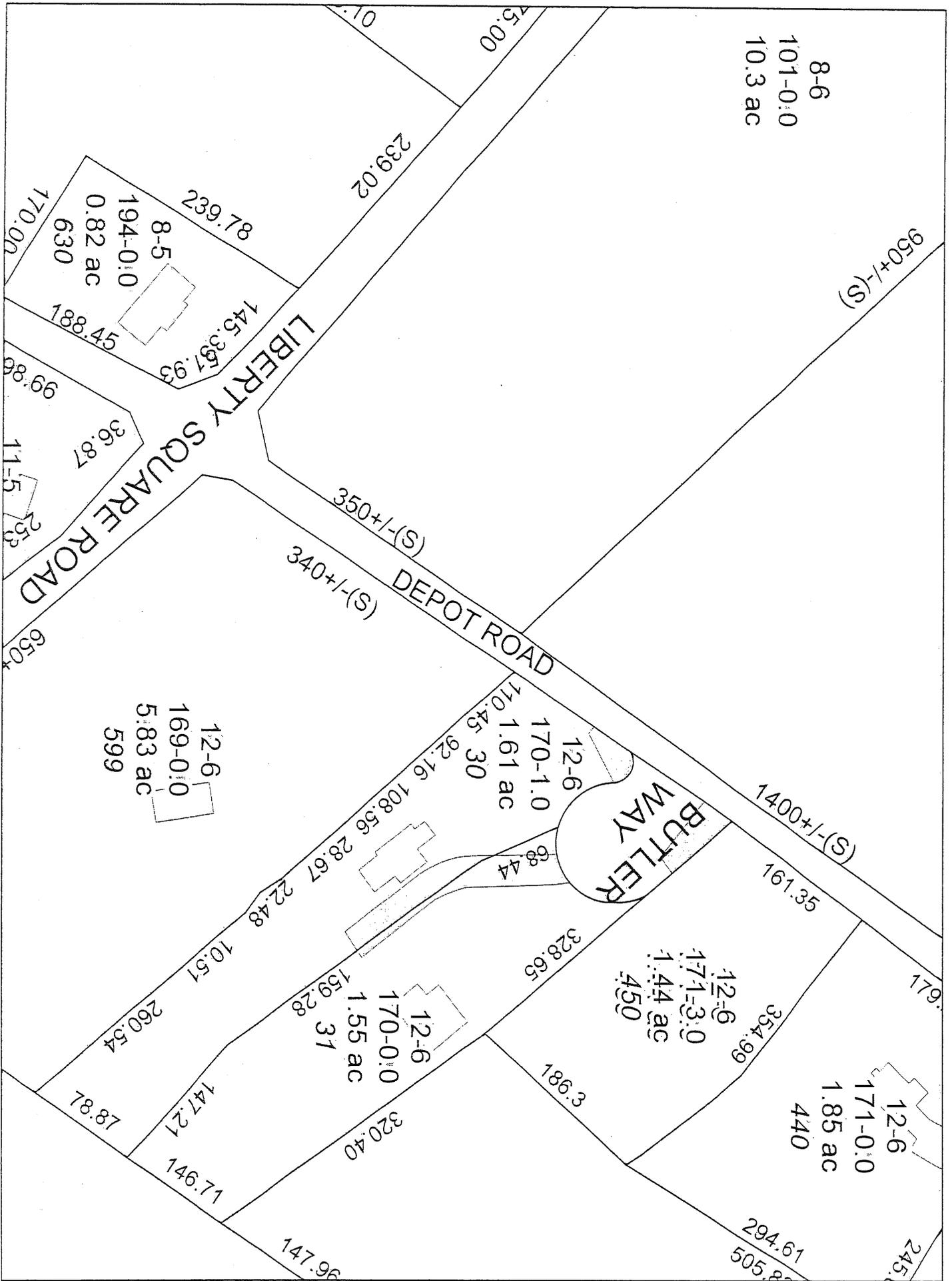
494.36

1636.66

328.0

213.26

14



8-6
101-0:0
10.3 ac

950+/- (S)

239.78
8-5
194-0:0
0.82 ac
630
170.00
188.45
145.36
99.86
36.87
11.5
253

LIBERTY SQUARE ROAD
DEPOT ROAD
350+/- (S)
340+/- (S)

12-6
169-0:0
5.83 ac
599

12-6
170-1.0
1.61 ac
170.45
30
92.16
108.56
28.67
22.48
10.51
260.54

BUTLER WAY

1400+/- (S)

12-6
171-3:0
1.44 ac
450

12-6
170-0:0
1.55 ac
31
159.28
328.65
186.3

12-6
171-0:0
1.85 ac
440

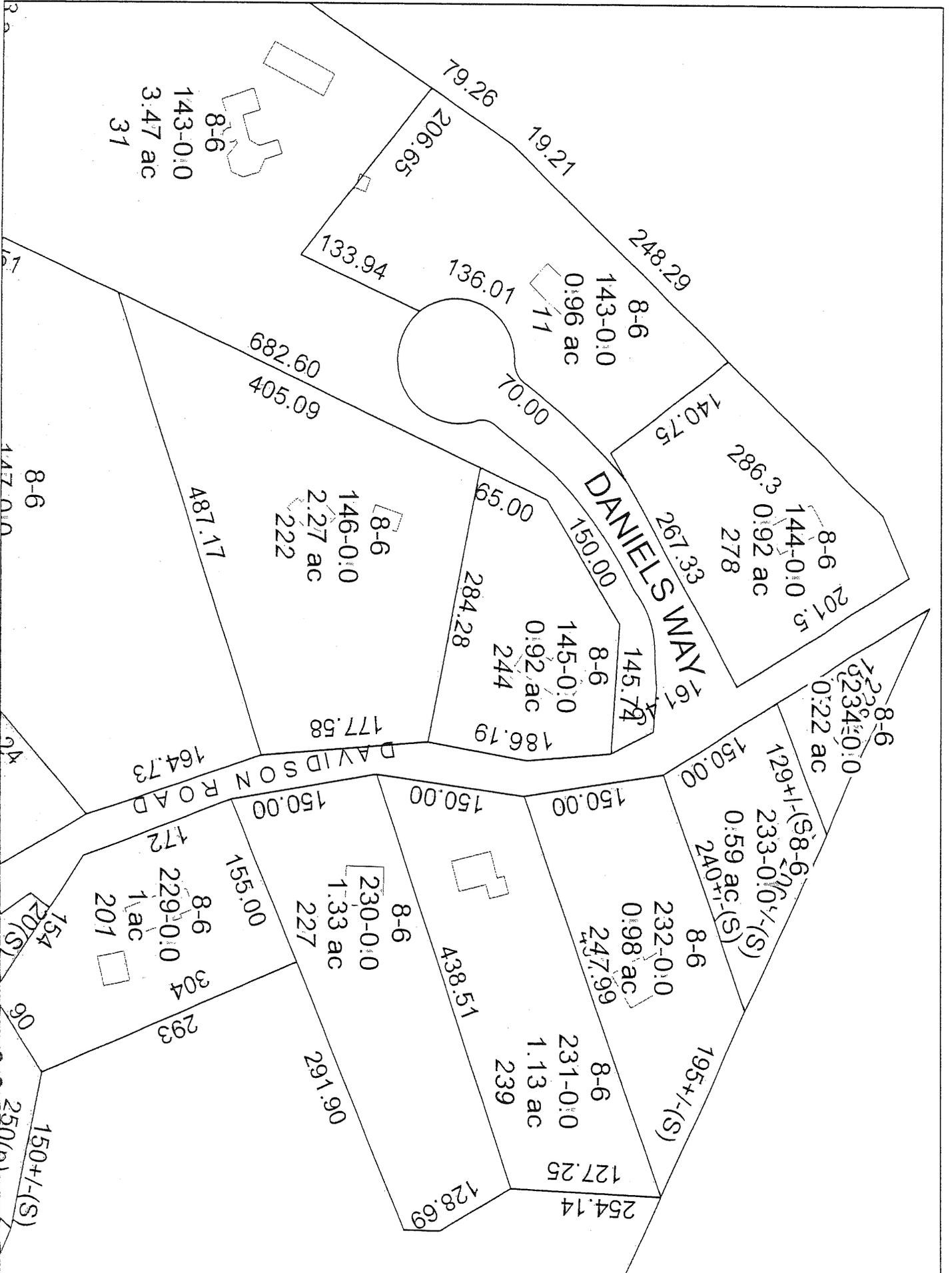
294.61
505.8
245.1

650+

147.96

146.71

78.87



8-6
143-0:0
3.47 ac
31

79.26
206.65
133.94
136.01
19.21
248.29
8-6
143-0:0
0.96 ac
111

682.60
405.09

487.17

8-6
146-0:0
2.27 ac
222

65.00
284.28

DANIELS WAY
150.00
267.33
145.79
8-6
145-0:0
0.92 ac
244

140.75
286.3
278
8-6
144-0:0
0.92 ac
201.5

8-6
223.4
234.0
240.0
0.22 ac

DAVIDSON ROAD
164.73
177.58

150.00

150.00

150.00

172
229-0:0
1 ac
201

8-6
230-0:0
1.33 ac
227

438.51

8-6
232-0:0
0.98 ac
247.99

8-6
233-0:0
0.59 ac (S)
240+/- (S)

8-6
304
293

155.00

291.9:0

8-6
231-0:0
1.13 ac
239

195+/- (S)

127.25
254.14
128.69

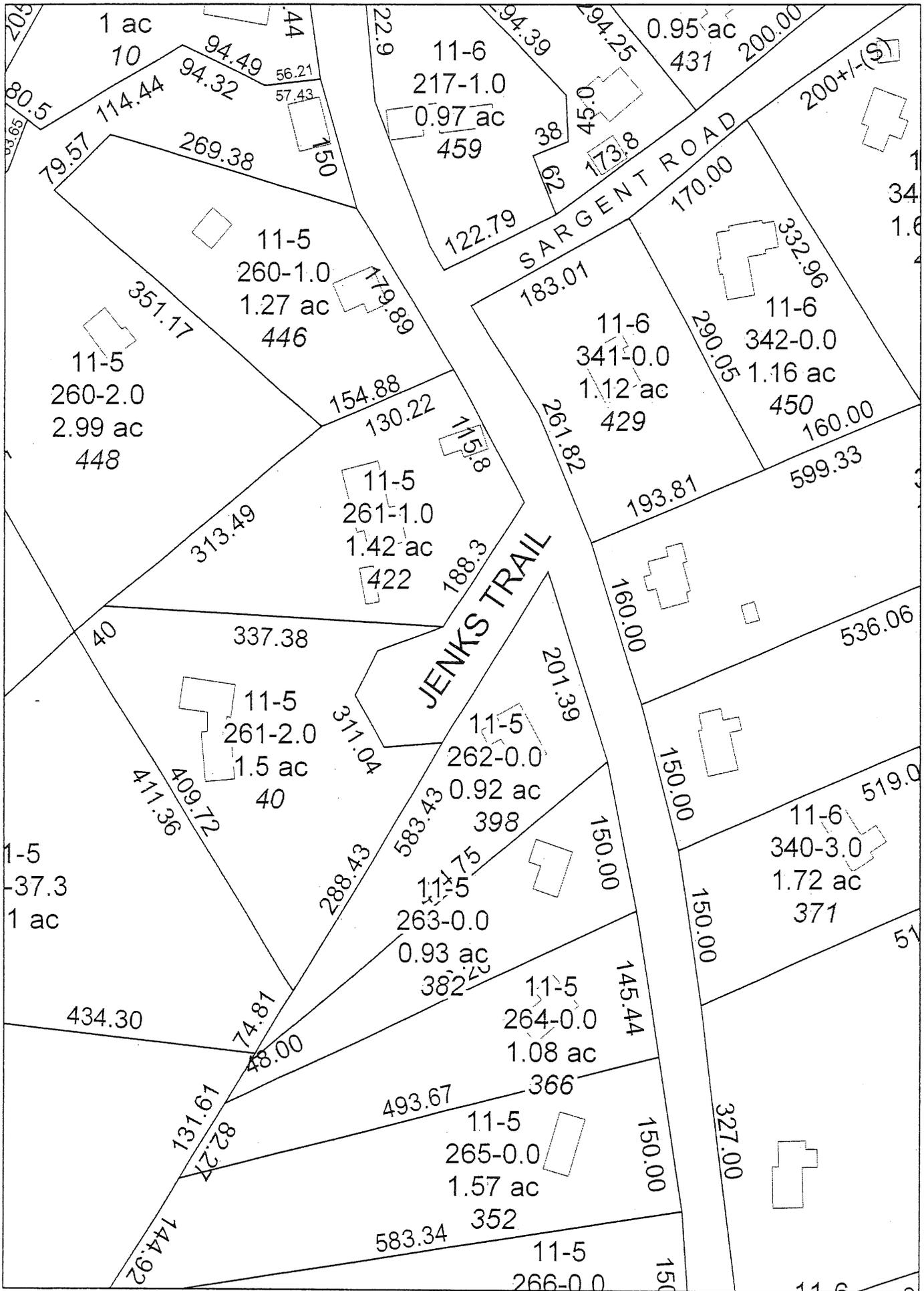
8-6
147.0:0

47

154
20(S)

86

150+/- (S)
250/61



1 ac
10

11-6
217-1.0
0.97 ac
459

0.95 ac
431

11-5
260-1.0
1.27 ac
446

11-5
260-2.0
2.99 ac
448

11-6
341-0.0
1.12 ac
429

11-6
342-0.0
1.16 ac
450

11-5
261-1.0
1.42 ac
422

11-5
261-2.0
1.5 ac
40

11-5
262-0.0
0.92 ac
398

11-6
340-3.0
1.72 ac
371

1-5
37.3
1 ac

11-5
263-0.0
0.93 ac
382

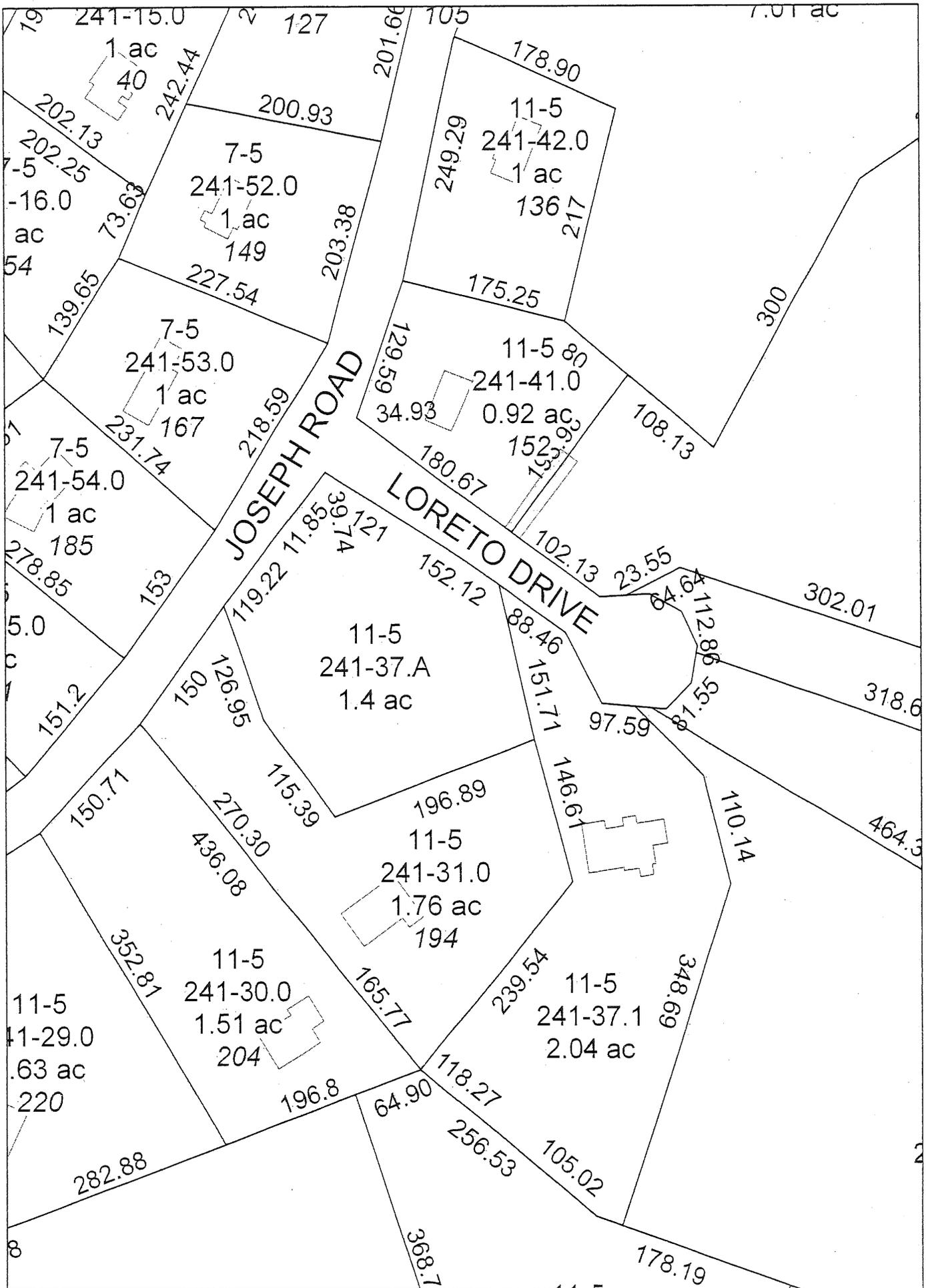
11-5
264-0.0
1.08 ac
366

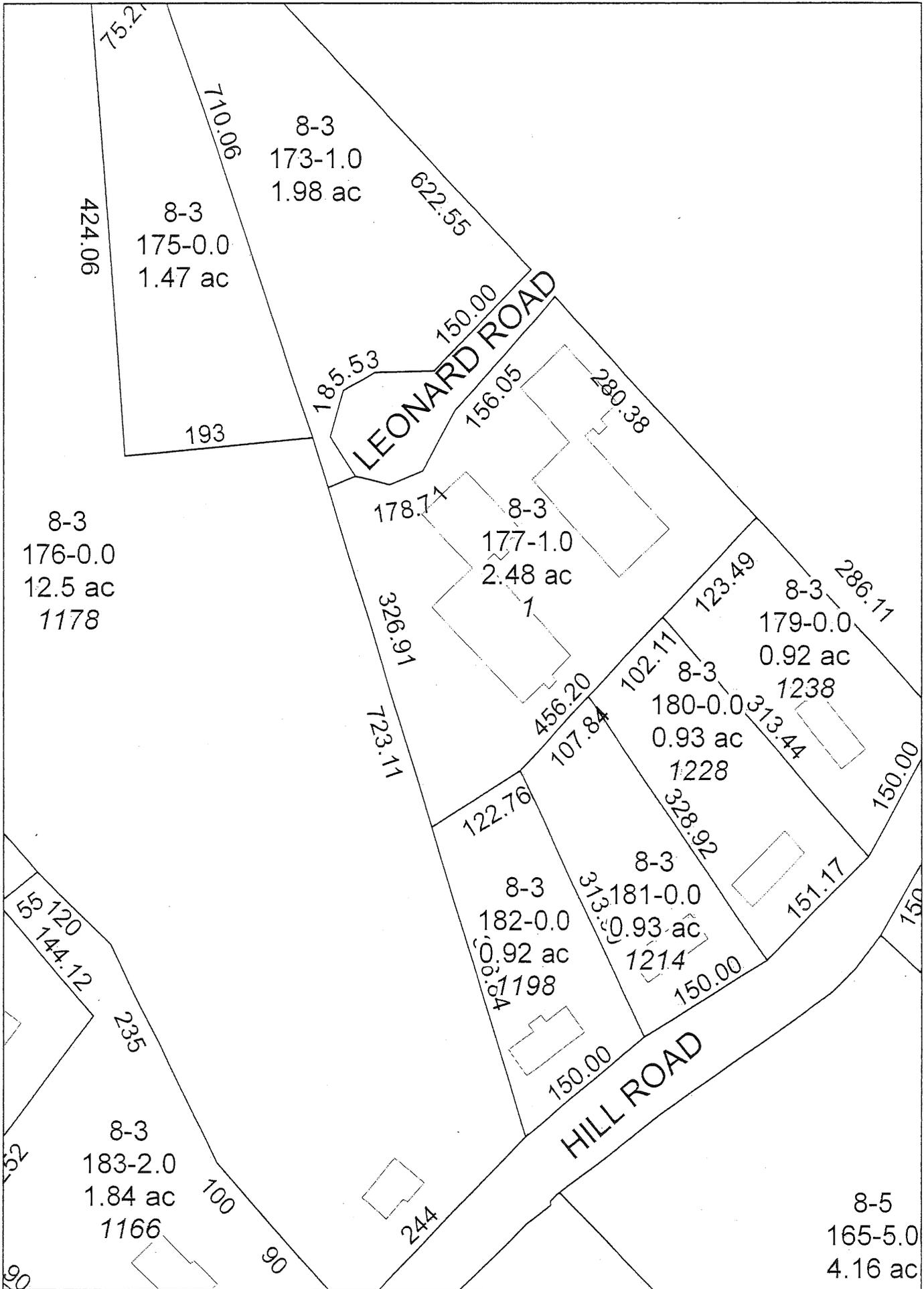
11-5
265-0.0
1.57 ac
352

11-5
266-0.0

SARGENT ROAD

JENKS TRAIL





75.21

710.09

424.06

8-3
173-1.0
1.98 ac

8-3
175-0.0
1.47 ac

622.55

193

185.53

150.00

LEONARD ROAD

156.05

280.38

8-3
176-0.0
12.5 ac
1178

178.74

8-3
177-1.0
2.48 ac

326.91

723.11

456.20

102.11

123.49

8-3
179-0.0
0.92 ac

286.17

8-3
180-0.0
0.93 ac

1238

107.84

1228

313.44

150.00

122.76

8-3
181-0.0
0.93 ac

1214

8-3
182-0.0
0.92 ac

1198

150.00

150.00

151.17

HILL ROAD

15 120
15 144.12

235

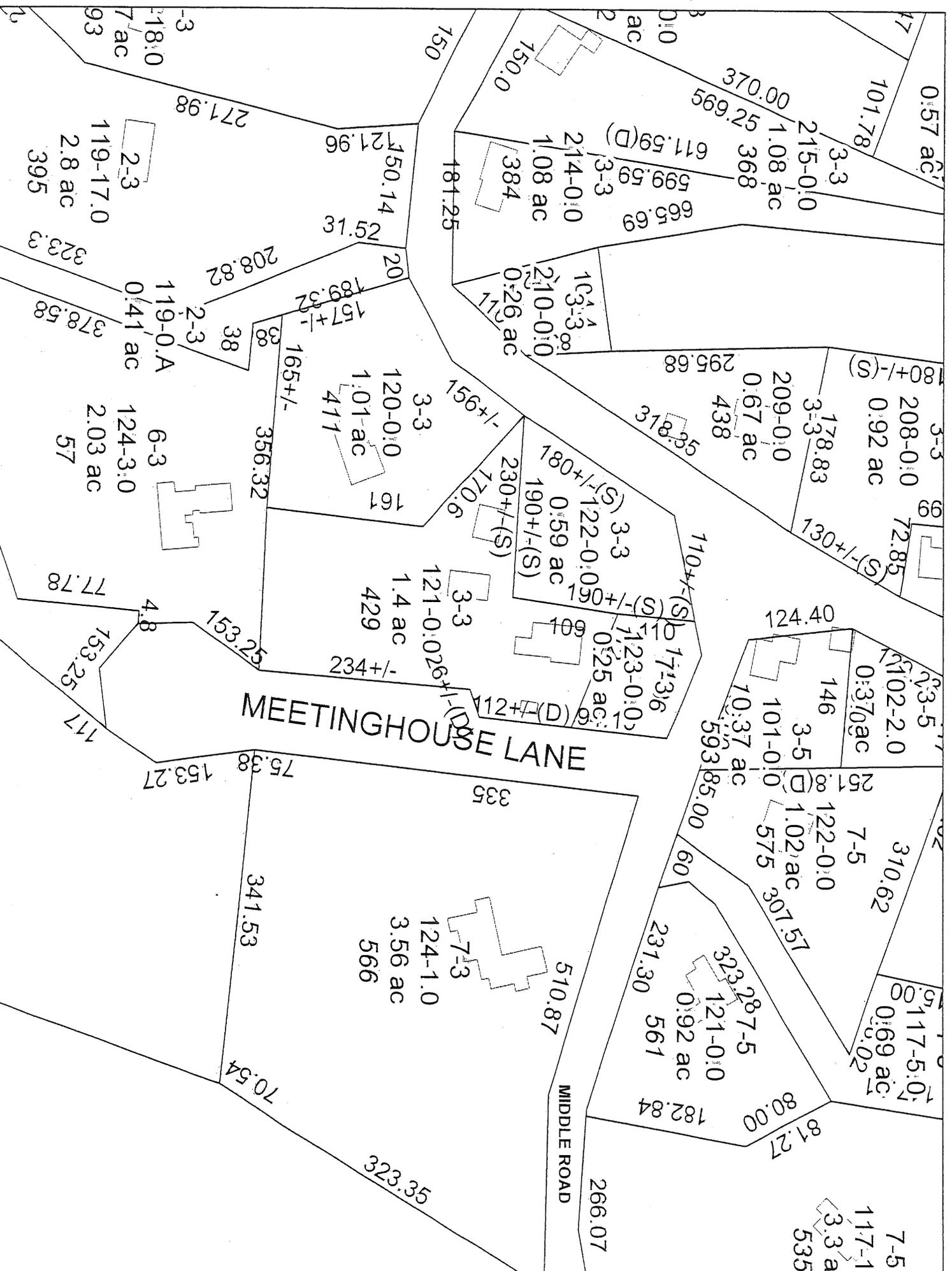
8-3
183-2.0
1.84 ac
1166

100

90

244

8-5
165-5.0
4.16 ac



0:57 ac

101.78

215-0:0

1.08 ac

370.00

569.25

368

611.59 (D)

599.59

665.69

214-0:0

1.08 ac

384

181.25

150.14

221.96

31.52

208.82

271.98

119-17.0

2.8 ac

395

180+/- (S)

208-0:0

0:92 ac

438

295.68

318.35

209-0:0

0:67 ac

438

178.83

3-3

3-3

120-0:0

1:01 ac

411

156+/-

157+/-

189.32

208.82

119-0.A

0:41 ac

378.58

180+/- (S)

208-0:0

0:92 ac

438

295.68

318.35

209-0:0

0:67 ac

438

178.83

3-3

3-3

120-0:0

1:01 ac

411

156+/-

157+/-

189.32

208.82

119-0.A

0:41 ac

378.58

MEETINGHOUSE LANE

MIDDLE ROAD

102-2.0

0:37 ac

146

124.40

101-0:0

3-5

101-0:0

10:37 ac

593.85.00

123-0:0

0:25 ac

109

121-0:0

1:4 ac

429

234+/-

153.25

153.25

4.8

77.78

177

310.62

7-5

122-0:0

1.02 ac

575

307.57

231.30

561

121-0:0

0:92 ac

561

182.84

80.00

81.27

266.07

323.35

70.54

153.27

75.38

341.53

335

117-5:0

0:69 ac

535

117-1

3.3 a

535

121-0:0

0:92 ac

561

182.84

80.00

81.27

266.07

323.35

70.54

153.27

75.38

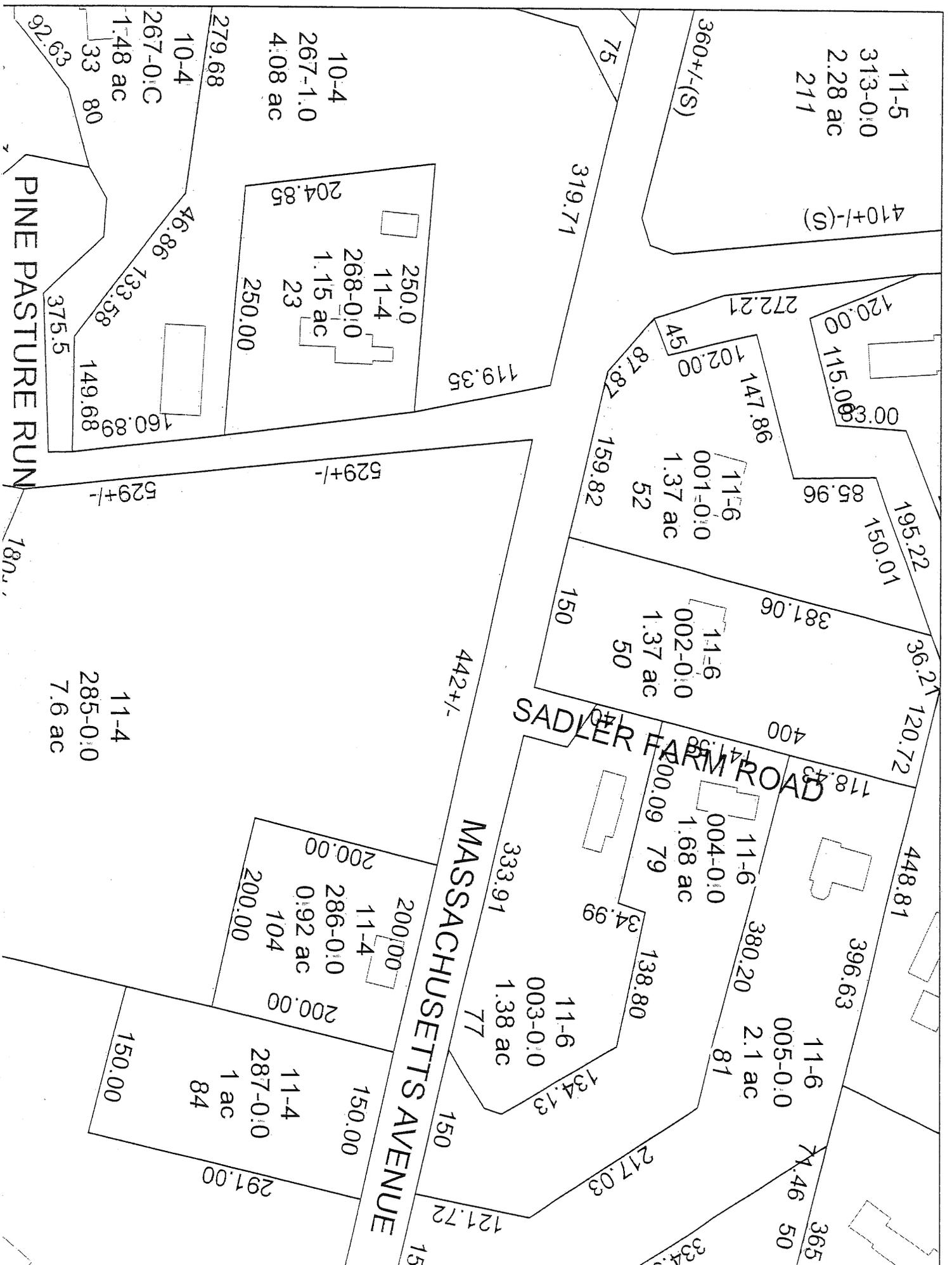
341.53

335

124-1.0

3.56 ac

566



11-5
313-0:0
2.28 ac
211

410+/- (S)

120.00
115.00
100.00

195.22
150.00

36.21
120.72

448.81

396.63

11-6
005-0:0
2.1 ac
81

71.46
50
365

360+/- (S)

319.71

272.21
147.86
102.00
45

11-6
001-0:0
1.37 ac
52

11-6
002-0:0
1.37 ac
50

400

11-6
004-0:0
1.68 ac
79

380.20

138.80

11-6
003-0:0
1.38 ac
77

134.13

217.03

334

10-4
267-1.0
4.08 ac

250.0
11-4
268-0:0
1.15 ac
23

250.00

119.35

529+/-

10-4
267-0:0
1.48 ac
33 80

46.86
133.58

160.89
149.68
375.5

529+/-

11-4
285-0:0
7.6 ac

200.00
11-4
286-0:0
0.92 ac
104

200.00

11-4
287-0:0
1 ac
84

150.00

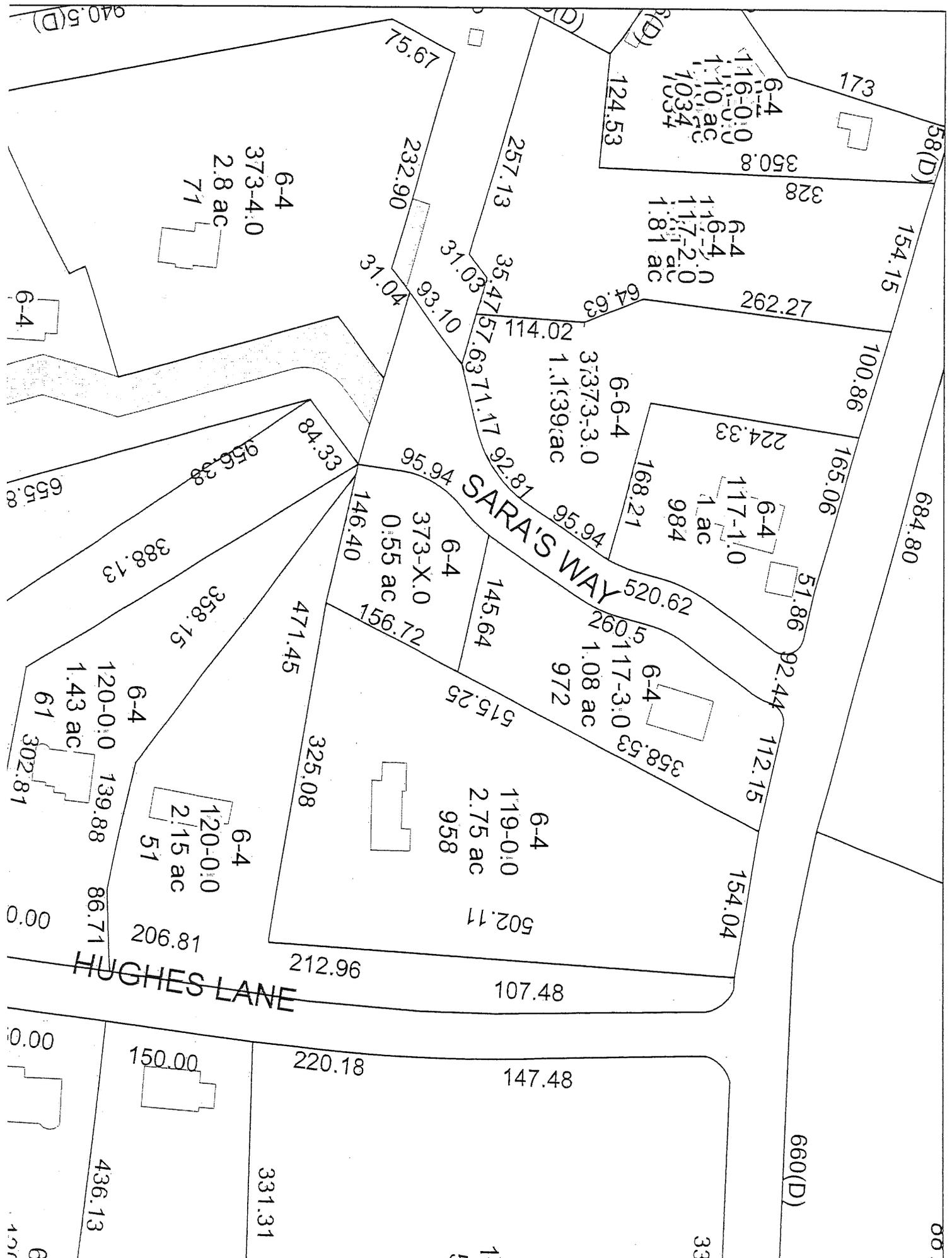
291.00

MASSACHUSETTS AVENUE

SADLER FARM ROAD

PINE PASTURE RUN

180



940.5(D)

58(D)

173

6-4
116-0.0
110 ac
1034
1034
350.8

6-4
373-4.0
2.8 ac
71

6-4
116-4.0
117-2.0
1.81 ac

257.13
35.47
31.03
93.10
31.04

154.15

100.86

6-6-4
373-3.0
1.1(39) ac

6-4
117-1.0
1 ac
984

SARA'S WAY

684.80

6-4

6-4

84.33

388.13
358.75

6-4
373-X.0
0.55 ac

6-4
117-3.0
1.08 ac
972

6-4
120-0.0
1.43 ac
61
302.81

6-4
120-0.0
2.15 ac
51

6-4
119-0.0
2.75 ac
958

18.902
86.71
00.0

HUGHES LANE

212.96

107.48

154.04

0.00

150.00

220.18

147.48

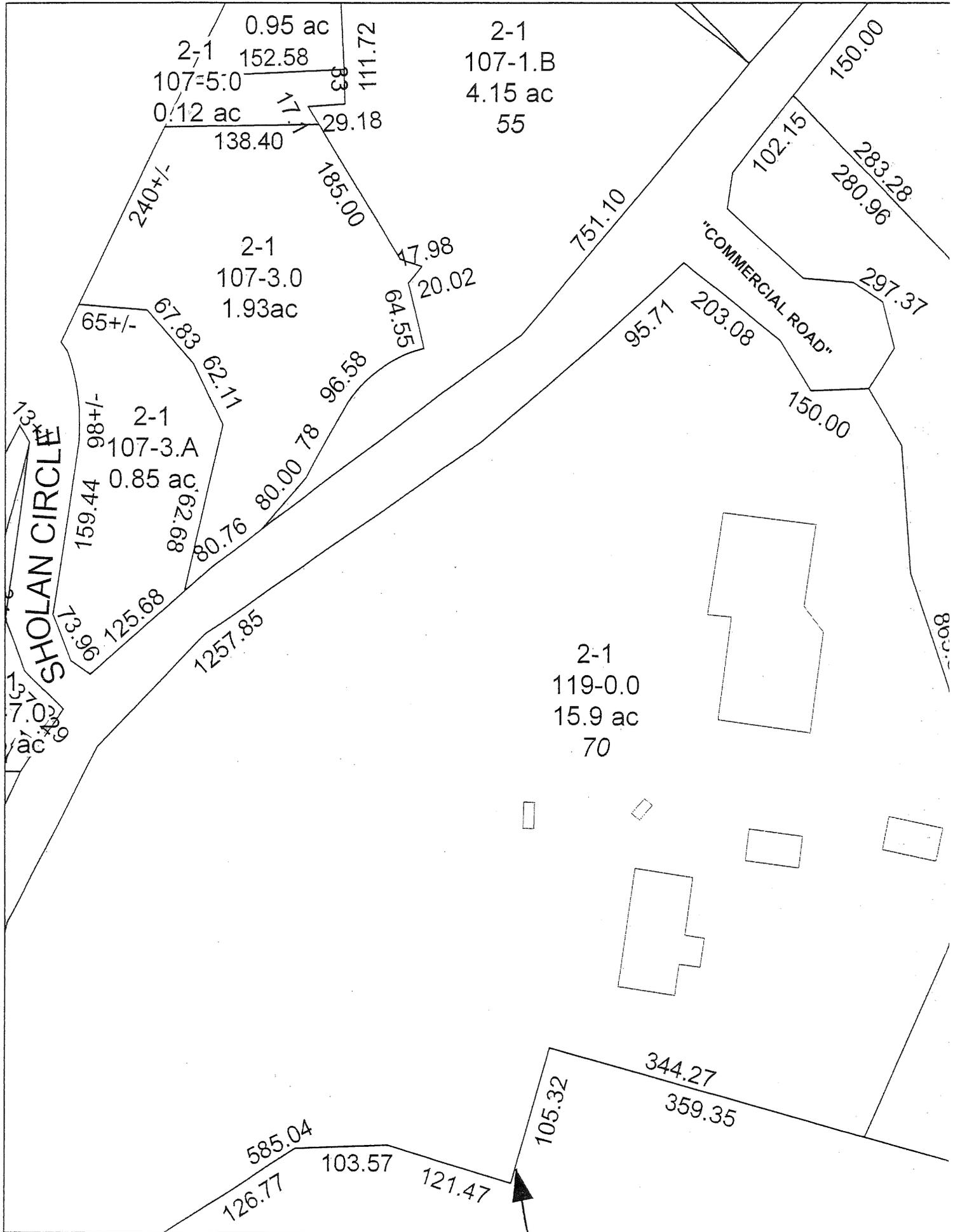
660(D)

436.13

331.31

33

001



0.95 ac
2-1 152.58
107-5.0
0.12 ac
138.40
29.18
111.72

2-1
107-1.B
4.15 ac
55

2-1
107-3.0
1.93 ac
185.00
47.98
20.02
64.55

65+/-
67.83
62.11
2-1
107-3.A
0.85 ac
159.44
98+/-
89.79
62.68

"COMMERCIAL ROAD"
102.15
283.28
280.96
297.37
150.00
203.08
95.71

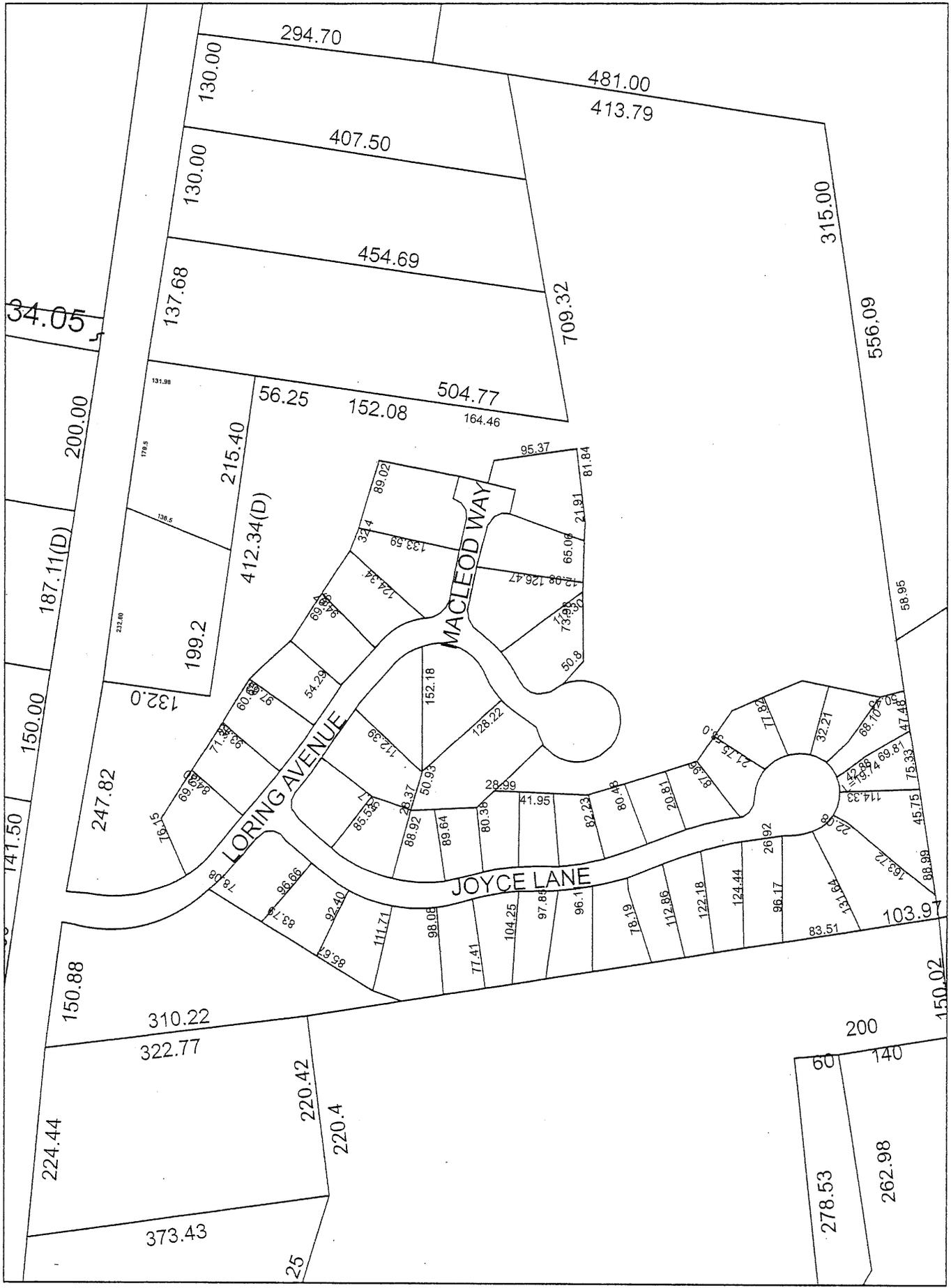
2-1
119-0.0
15.9 ac
70

SHOLAN CIRCLE

585.04
126.77
103.57
121.47

344.27
359.35

105.32



34.05

294.70

481.00
413.79

130.00

407.50

130.00

454.69

709.32

315.00

556.09

200.00

215.40

56.25

152.08

504.77

164.46

95.37

81.84

412.34(D)

MACLEOD WAY

LORING AVENUE

JOYCE LANE

247.82

132.0

199.2

71.38

60.88

97.88

54.29

84.69

69.88

88.02

32.4

133.58

124.34

89.02

126.47

129.98

65.05

21.91

73.98

50.8

152.18

128.22

112.39

112.37

50.93

28.88

66.88

41.95

56.1

82.23

80.48

20.81

87.96

21.75

111.83

32.21

88.70

68.4

114.33

68.7

47.48

75.33

47.48

153.72

88.98

45.75

103.97

88.98

131.84

22.98

26.92

96.17

124.44

122.18

112.85

78.19

96.1

97.84

104.25

71.41

98.08

111.71

85.63

92.40

83.78

86.86

78.8

150.88

310.22

322.77

220.42

220.4

25

373.43

200

140

278.53

262.98

150.02

58.95

81.84

21.91

65.05

129.98

126.47

73.98

50.8

152.18

128.22

112.39

112.37

50.93

28.88

66.88

41.95

56.1

82.23

80.48

20.81

87.96

21.75

111.83

32.21

88.70

68.4

114.33

68.7

47.48

75.33

47.48

153.72

88.98

45.75

103.97

88.98

131.84

22.98

26.92

96.17

124.44

122.18

112.85

78.19

96.1

97.84

104.25

71.41

98.08

111.71

85.63

92.40

83.78

86.86

78.8

150.88

310.22

322.77

220.42

220.4

25

373.43

200

140

278.53

262.98

150.02

58.95

81.84

21.91

65.05

129.98

126.47

73.98

50.8

152.18

128.22

112.39

112.37

50.93

28.88

66.88

41.95

56.1

82.23

80.48

20.81

87.96

21.75

111.83

32.21

88.70

68.4

114.33

68.7

47.48

75.33

47.48

153.72

88.98

45.75

103.97

88.98

131.84

22.98

26.92

96.17

124.44

122.18

112.85

78.19

96.1

97.84

104.25

71.41

98.08

111.71

85.63

92.40

83.78

86.86

78.8

150.88

310.22

322.77

220.42

220.4

25

373.43

200

140

278.53

262.98

150.02

58.95

81.84

21.91

65.05

129.98

126.47

73.98

50.8

152.18

128.22

112.39

112.37

50.93

28.88

66.88

41.95

56.1

82.23

80.48

20.81

87.96

21.75

111.83

32.21

88.70

68.4

114.33

68.7

47.48

75.33

47.48

153.72

88.98

45.75

103.97

88.98

131.84

22.98

26.92

96.17

124.44

122.18

112.85

78.19

96.1

97.84

104.25

71.41

98.08

111.71

85.63

92.40

83.78

86.86

78.8

150.88

310.22

322.77

220.42

220.4

25

373.43

200

140

278.53

262.98

150.02

58.95

81.84

Selina Shaw

From: Vicki Franz <vfranz@boxborough-ma.gov>
Sent: Monday, November 10, 2014 4:21 PM
To: sshaw@boxborough-ma.gov; 'Tom Garmon'
Cc: 'James Gorman'
Subject: RE: Plowing of non-public ways

Hi Selina,

Tom asked that I forward this info to you. The roads that we plow that are NOT accepted roads are: Joyce, Loring, McLeod, and Applewood to the circle.

Regards,
Vicki Franz
Department Assistant, DPW
577 Massachusetts Ave.
Boxborough, MA 01719

PLEASE NOTE NEW EMAIL AND PHONE NUMBER:
978-264-1790
vfranz@boxborough-ma.gov

From: Selina Shaw [<mailto:sshaw@boxborough-ma.gov>]
Sent: Tuesday, November 04, 2014 1:06 PM
To: Tom Garmon
Cc: vfranz@boxborough-ma.gov; James Gorman
Subject: Plowing of non-public ways

Good afternoon, Tom.

Following up on a discussion at last night's meeting. Jim may be doing this... I can't remember, so just in case...

Please provide the BoS with a list of roads that are plowed by the DPW that have NOT been accepted by the town, i.e. non-public ways. Would like to have this info by the 13th, in preparation for further discussion by the selectmen on the 17th on a matter brought forward by the Assessor.

Thanks.

Regards,
Selina

Selina S. Shaw
Town Administrator
29 Middle Road
Boxborough, MA 01719
(978) 264-1700 general
(978) 264-1712 direct
(978) 264-3127 fax
<http://www.boxborough-ma.gov>

5b

Hongbing Tang

[REDACTED]
Boxborough, MA 01719
[REDACTED]
[REDACTED]

November 6, 2014

Adam L. Duchesneau, AICP
Town Planner
Town of Boxborough
29 Middle Road
Boxborough, MA 01719
Tel: 978-264-1723

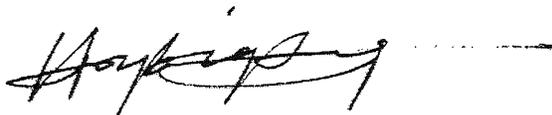
Dear Mr. Duchesneau:

I am writing to express my interest in the vacancy on the Town of Boxborough Planning Board. As a long-time resident of the Town and a licensed landscape architect since the year of 2000, I believe that I can bring a unique perspective to the Planning Board. My 20 years of professional experience, specialty in sustainable design and desire to serve our community make me a promising candidate.

Enclosed please find my resume. Please feel free to contact me at [REDACTED]
[REDACTED]

Thanks very much for your time and consideration.

Sincerely,



Hongbing Tang
ASLA, RLA, LEED Accredited Professional

Hongbing Tang, ASLA

Boxborough MA 01719

Tel: [REDACTED]

Email: [REDACTED]

EDUCATION:

- 1998 **Master of Landscape Architecture**
University of Massachusetts Amherst, Amherst, MA
- 1998 **Master of Regional Planning**
University of Massachusetts Amherst, Amherst, MA
- 1995 **Graduate Diploma**
School of Architecture
McGill University, Montreal, Canada
- 1991 **Bachelor of Architecture**
Tsinghua University, Beijing, China

HONORS AND AWARDS:

- 2011 **Outstanding Landscape Golden Award**
Chinese Society of Landscape Architecture (CHSLA)
Chengdu Diamond Bay Lakeside Development
- 2011 **The Most Innovative & Competitive Development Award**
China Construction News
Changsha • Gemdale • Beyond Imaginations
- 2009 **Honor Award**
Boston Society of Landscape Architects (BSLA)
Chinatown Park (Project Landscape Architect at CRJA)
- 1990 **Award of Excellence**
China's First National Chinese Painting Contest in Art Colleges

SCHOLARSHIP, FELLOWSHIP & GRANTS:

- 1998 **National Scholarship**
Sigma Lambda Alpha Honor Society of Landscape Architecture
- 1998 **Arts Council Grant**
University of Massachusetts Amherst, Amherst, MA
- 1998 **Student Affair & Cultural Enrichment Fund**
University of Massachusetts Amherst, Amherst, MA
- 1995 **Department Fellowship**
McGill University, Montreal, Canada

PROFESSIONAL EXPERIENCE:

- 2006 - present **Co-Founder, Principal Landscape Architect**
LANDD International LLC, Boxborough, MA
- 1999 - 2006 **Associate**
Carol R. Johnson Associates, Inc. (CRJA), Boston, MA
- 1998-1999 **Landscape Designer**
Keith E. Simpson Associates, Inc. (KESA), New Canaan, CT
- 1998 **Landscape Designer**
Johansson & Walcavage Landscape LLP, Lincoln, MA
- 1997 **Intern & Research Assistant**
Martha's Vineyard Planning Commission, Oak Bluffs, MA
- 1991-1993 **Architect & Landscape Designer**
Beijing Gardens & Ancient Buildings Construction Co., Beijing, China

PROFESSIONAL REGISTRATION:

- 2000 - present **Licensed Landscape Architect, Massachusetts #1281**
- 2005 - present **LEED ® Accredited Professional**

CONFERENCES/LECTURES:

- 2012 **Co-Lecturer at Architectural Boston Expo (ABX)**
International Landscape Planning for Recreational Agricultural
Development
- 2011 **Lecturer at Boston Society of Architects (BSA)**
Asian/Asian-American Designers Forum
- 2009 **Panelist at Build Boston**
Working Around the World: the Global Office

EXHIBITIONS OF CREATIVE WORK:

- 2009 **Women in Design Exhibition at Built Boston**
Bird Island planning and design, Chengdu, China
- 2008 **Women in Design Exhibition at Built Boston**
Diamond Bay Lakeside Development, Chengdu China
- 2007 **Women in Design Exhibition at Built Boston**
Ivy Humanities Villas, Chongqing, China
- 2006 **Women in Design Exhibition at Built Boston**
UMass Amherst Landscape Improvement Plan

(Project Landscape Architect at CRJA)

- 2005 **Women in Design Exhibition at Built Boston**
Zhujiqiao Characteristic Residential Development
Shanghai, China (Project Manager at CRJA)
- 1998 **Solo Art Exhibition** - Pen and Ink Drawings
Wheeler Gallery, University of Massachusetts Amherst
- 1998 **Solo Art Exhibition** - Black and White Photography
Student Union Gallery, University of Massachusetts Amherst
- 1998 **Joint Art Exhibition**
Feather Stone Center for the Arts, Oak Bluffs, MA

MEMBERSHIP & GROUPS:

- 2005 - present **American Society of Landscape Architects**
- 1998 - present **Sigma Lambda Alpha Honor Society of Landscape Architecture**
- 2005 - present **Women in Design/Boston**
- 2014 - present **The Metropolitan Museum of Art**
- 2014 - present **Boston Chinese Photographer Association**

VOLUNTEER WORK:

- 2010 - 2012 & 2014 **Earth Day Cleanup Volunteer**
Wachusett Mountain Ski Area, Princeton, MA
- 2011 - 2012 **Landscape Planning & Planting Design**
Boston Metro West Bible Church, Littleton, MA
- 2004 - 2005 **Coordinator** - reconnecting Arnold Arboretum with Lushan Botanical
Garden in Mount Lu, Jiangxi, China after the two lost contact for over
50 years

POLICY ON JOINT ELECTIONS

BACKGROUND: On occasion, due to resignations or lack of candidates for elections, it is necessary for an elected Board/Committee and the Board of Selectmen to jointly elect a member of that Board/Committee to serve until the next Annual Town Election in May.

State Law requires that:

- The resignation is effective when delivered to the Town Clerk
- The Board/Committee must notify the Board of Selectmen, in writing, within 30 days of the resignation or lack of election. If not, only the Board of Selectmen may participate in the election of the new member.
- There must be seven days notice given of the Board of Selectmen Meeting at which the Election will take place.
- ~~The Election must be done in a joint meeting.~~
- ~~The Election must be a roll call vote.~~
- A majority of those eligible to vote must vote for the successful candidate.
- All phases of the process must follow the Open Meeting Law.

By policy, the Board of Selectmen requires that the election

- Be fair and open and appear to be fair and open
- Be joint between the two Boards

Fair and Open

The application process will be carried out by the Board/Committee needing a new member.

- 1) Application process should be public
 - announced in an Open Meeting
 - notices posted in the appropriate places (Town Hall, etc.)
 - publicity in the Beacon
- 2) Application process should be clear
 - how to apply and when
 - formal end date

Joint

- 1) If there are more than three candidates, the Board needing the member may conduct preliminary screening if desired but to no less than three finalist candidates. The Board of Selectmen should not be provided with one candidate.
- 2) Joint interviews should be held of the candidates/finalists



PART I ADMINISTRATION OF THE GOVERNMENT
(Chapters 1 through 182)

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 41 OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

Section 11 Appointment to fill vacancy in town office

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

Selina Shaw

From: jmf729@comcast.net
Sent: Wednesday, September 10, 2014 11:47 AM
To: sshaw@boxborough-ma.gov; Elizabeth Markiewicz
Subject: resignation Planning Board

To whom this may concern,

Due to the sale of my farm and a move to Vermont, I am resigning from The Planning Board. This will take place immediately because of the quick sale. I have enjoyed the opportunity to serve on the board and hope I made a difference. The board members have always been helpful and could agree to disagree and still be friends. Boxborough has been an enjoyable place to live and hope that the Master Plan can steer the town in a sustainable direction.

sincerely,

Dr James M Faulkner

5c

Selina Shaw

From: Trena M Minudri <trena.minudri@us.ibm.com>
Sent: Wednesday, November 12, 2014 5:26 PM
To: Selina S. Shaw
Cc: Susan Chavez
Subject: New member of PCCC

Follow Up Flag: Follow up
Flag Status: Flagged

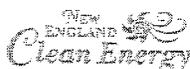
Hi Selina:

I have some great news -- Sue Chavez is ready to join our committee. She attended our meeting this past week. Can you please advise on what actions we need to take?

Many thanks!

Cheers,

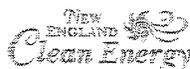
Trena Minudri



Boxborough Community Solar Program Overview

Jim Elkind, CEO
New England Clean Energy

December 5, 2013
Revised September 17, 2014



Boxboro

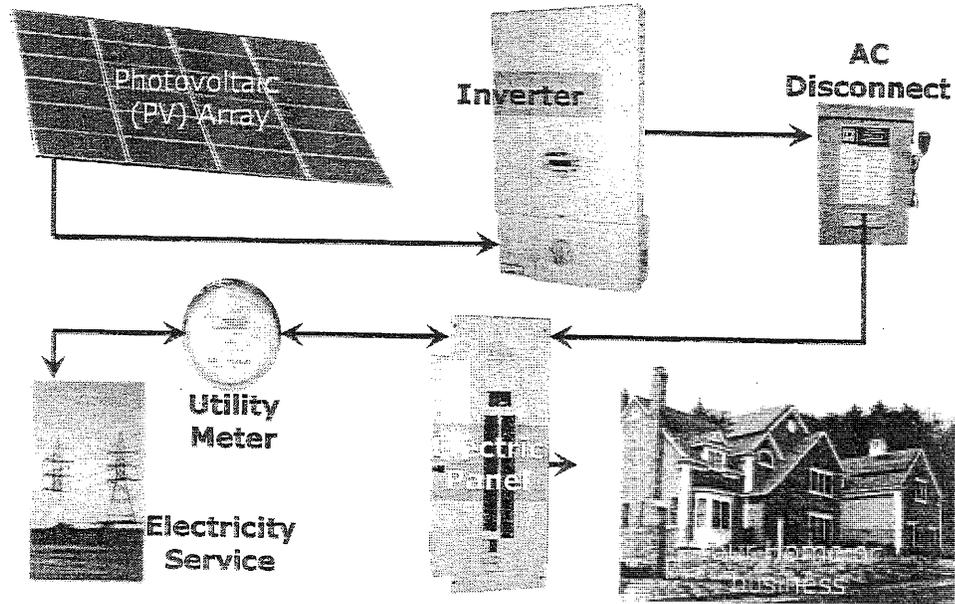
- Residential Solar Overview – How Solar Works
- Solar Economics
- Models for Community Solar Programs
- Sample Economics for Community Solar Program
- Q & A

How Solar Works

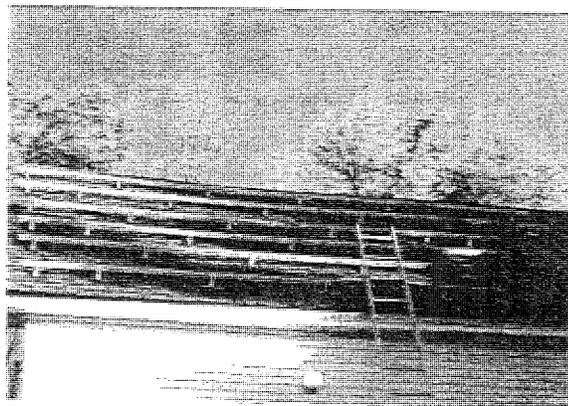
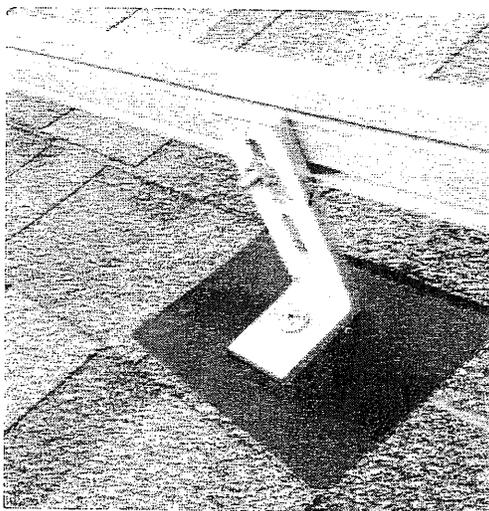
Topics

- How solar electric systems work
- Site assessment and design considerations
- Conservation then renewables

How Solar Electric Works



Roof Attachment

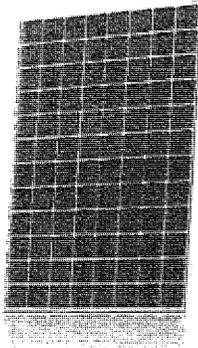
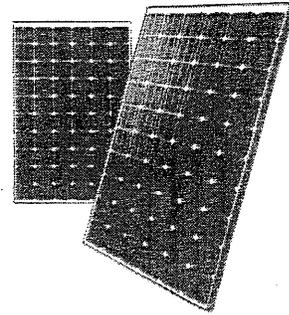


Staggered for load distribution

PV Modules

Standard:

- Canadian Solar 255 watt
- 10/25 Year warranty
- Standard Power Density: ~14.2 watts per ft²
- 17.75 kWh/ft²/year



High efficiency:

- SunPower 327/335/345
- US Company
- 25/25 Year warranty
- High Power Density: >18.6 watts per ft²
- 25.1 kWh/ft²/year

Site Assessment

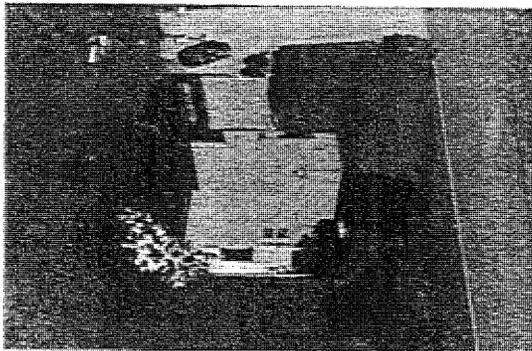
- Roof
 - Angle, Azimuth, Area, Age
 - Structure, Shade
- Ground
 - Soil conditions
 - Trench length
 - Shade
- Electrical Service
 - Ampacity?
 - Open breaker slots?
 - Fuses/Breakers?
- Internet access
 - Router/switch location?
 - Ports available?

What we look for

- Little to no shade from 9:00AM to 3:00 PM
- Tilt angle 10° to 45°
- When near ideal
 - 1.2 kilowatt-hours per 1 watt of solar per year.
 - 7% - 10% more with SunPower panels

Roof "Quality"

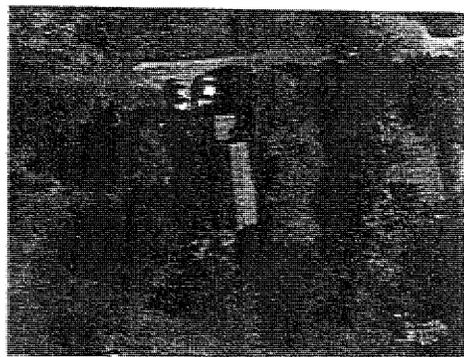
GREAT!



- True south
- Little to no shade
- Probably one of the best solar roofs in Boxborough

South

Maybe



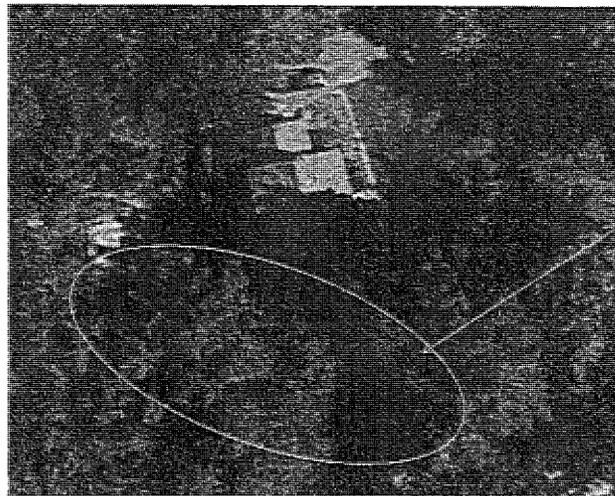
- ~West facing
- Potentially lots of shade
- Need a pre-assessment to rule it in or out



Azimuth 240°

Azimuth 150°

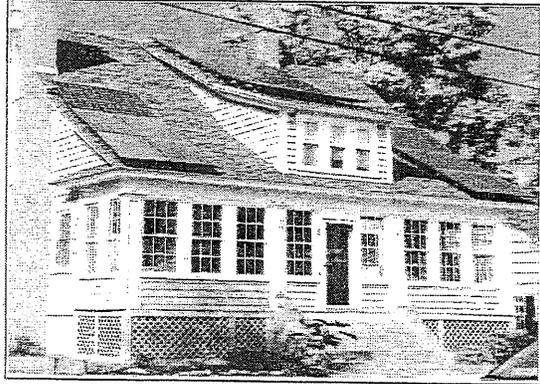
Roof "Quality" – What do you think?



South

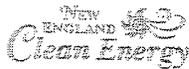
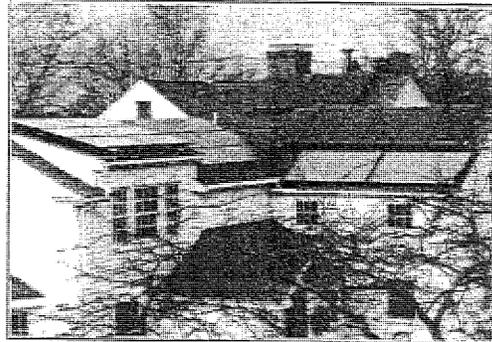


Funky Roofs

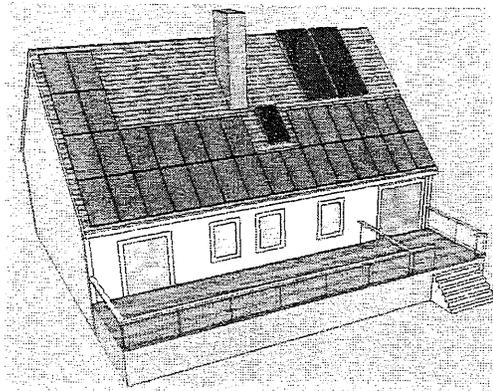


Worcester, MA
5,040 Watt Roof Mount
24 Schüco 210-watt modules
24 Enphase M190 Micro-inverters

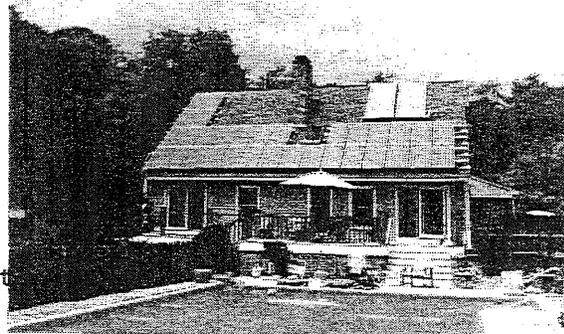
Harvard, MA
4,070 Watt Roof Mount
22 Schüco 210-watt modules
22 Enphase M190 Micro-inverters
2 Panel Solar Hot Water System



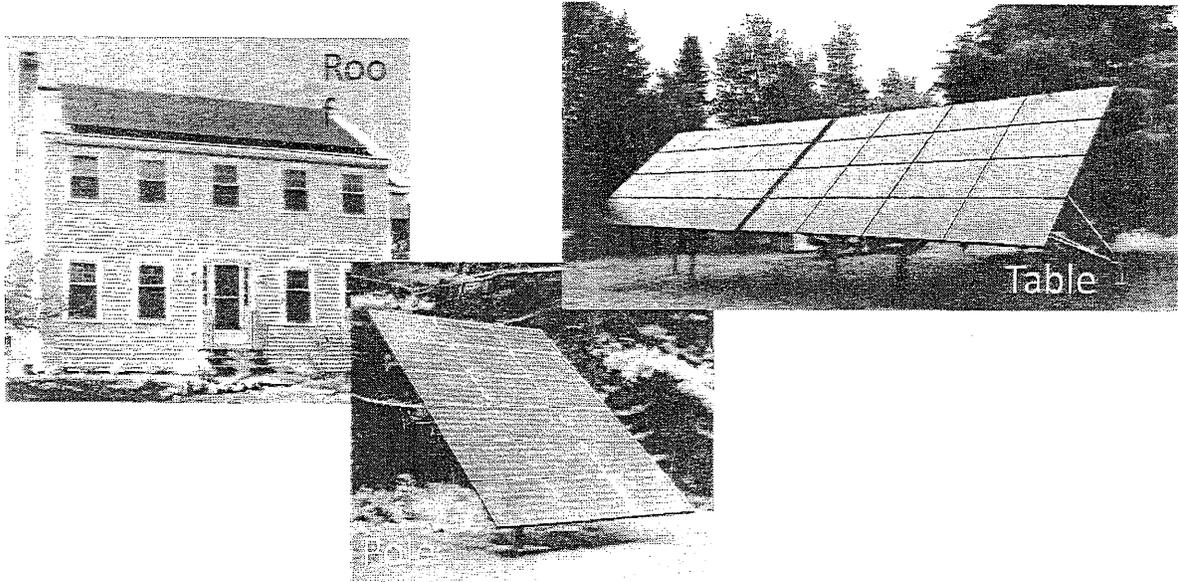
System design



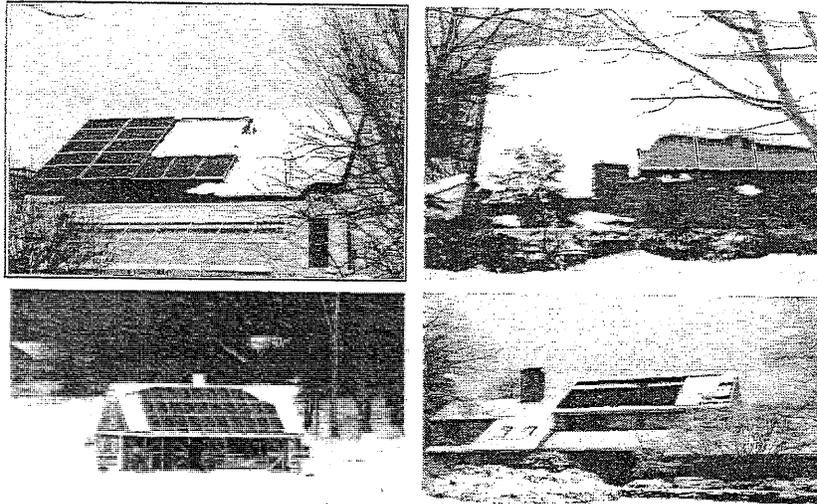
Northborough
32 Panels
2 Solectria PVI-4000 inverters
Completed Summer 2011



System Design - Mounting Options



Snow On Panels? It comes off on its own





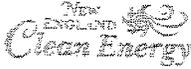
A Typical Home

- Uses about 10,000 kilowatt-hours of electrical energy per year
- About 800-900 kilowatt-hours per month
- The big energy users?
 - Pools
 - Air conditioning
 - Hot Tubs
 - Electric dryers
 - Electric heaters/heat
 - Old refrigerators/freezers
- On a good roof, an 8 kilowatt solar system would meet the demand

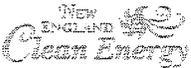


Reduce Before Renewables

- Rethink your energy usage
 - What do you really need?
- Fix the building envelope
 - Air seal
 - Weatherize
 - Insulate
- Change behavior
 - Turn off lights
 - Switch to compact fluorescents or LEDs
 - Use a clothes line



Boxborough Solar Challenge How It Works



Incentives and Benefits

- Reduced electricity bills
- 30% federal tax credit
- \$1,000 state tax credit
- No impact on property tax for 20 years
- Increased property value
- Solar Renewable Energy Certificates
- Producing your own clean energy

Solar Generation Credits

- When your solar system is producing electricity greater than your household usage, that excess solar electricity will be delivered through your meter back to the grid
- LELD gives you credit at retail price for electricity you send back to the grid



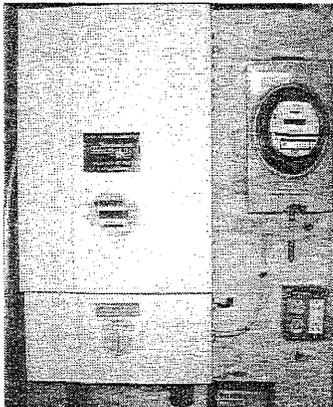
Make Money with SRECs

- Solar Renewable Energy Certificate
- Electricity utilities in Massachusetts are required to secure a portion of their electricity from solar generators.
- An SREC represents the "solar" aspect of the electricity that was produced **NOT** the electricity itself.
- SRECs apply to all solar production, including electricity you use and electricity sent to the grid.
- SREC's are sold to utilities so they can meet their solar requirement

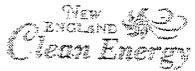
SREC Value

- SREC's can be sold quarterly for a period of 10 years (40 quarters).
- An SREC is 1,000kWh of solar generation.
- A 5,000 Watt system = ~5-6 SRECs per year.
- The value of the SREC is determined by the market.
- The supply is determined by the number of solar installations. producing SRECs in MA.
- Utility SREC requirement increases each year (about 30%) following a formula that takes into account previous year's supply.
- We are currently using \$200 per SREC in our estimates.

How do SRECs work?



- At contract signing we set you up with an SREC broker (aggregator).
- Install production meter.
- Receive a check in the mail every 3 months, for 10 years, for your solar generation.
- First check is about 7 months after the system goes live.



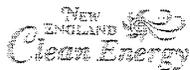
Illustrative Pricing

Dollar per Watt value of systems through tiers 1-5

| Tier | 1 | 2 | 3 | 4 | 5 |
|---|--------|-----------|------------|-------------|--------|
| Kilowatts Contracted with New England Clean Energy | 1 - 25 | > 25 - 50 | > 50 - 100 | > 100 - 200 | > 200 |
| Number of systems* | >5 | 5-10 | 10-20 | 20-40 | >40 |
| Standard Option Cost per Watt | \$3.99 | \$3.89 | \$3.79 | \$3.74 | \$3.69 |

*Using 5,000 Watts as an average system size.

A 5kW system at tier one has a starting price of \$18,450 (5,000 x \$3.69)

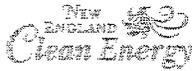


Site specific price adders (Illustrative example)

List of adders to the base price if necessary

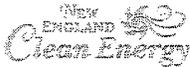
| Site Specific Additions to Base Price | Flat Rate/Increased Cost \$/system | Size Dependent/Increased Cost (\$/W) |
|--|---------------------------------------|---|
| Vent pipe move | 550 | |
| Rafter deficiency | | 0.40 |
| Supply side tap | 500 | |
| High efficiency SunPower 327 Watt panels | | 1.80 |
| Micro-inverters | | 0.32 |
| Pole mounted system (12 or 15 panels per pole) | | 1.90 |
| Stadium mount (16 panels per unit) | | 1.20 |
| Generator transfer switch | 950 | |

Note that the table above lists only the most common adders



Sample system financials Moderate quality solar roof

| | |
|---|-----------------|
| Cost of a 5,100W solar system (tier 3) | \$19,329 |
| 30% Federal tax credit | \$5,799 |
| State tax credit | \$1,000 |
| Net system cost | \$12,530 |
| Simple Payback in years | 7.6 |

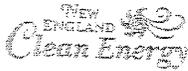


Savings & Income

| | |
|---|-----------------|
| Estimated annual electricity savings | \$574 |
| Estimated annual SREC income | \$1100 |
| 10 year savings and income | \$16,803 |
| 25 year savings and income | \$29,650 |

Assumptions:

- SRECs at \$0.20/kWh
- No increase in electricity rates



Solar Hot Water Systems

Illustrative pricing

Solar hot water systems will contribute to the total installed capacity and help the town reach higher tiers.

- 2 panel system is equivalent to a 2.65kW solar electric system
- 3 panel system is equivalent to a 3.23kW solar electric system

| | 2 Panel Solar Hot Water system (2-4 person home) | 3 Panel Solar Hot Water system (3-6 person home) |
|-------------|---|---|
| Total cost | \$9,990 | \$11,990 |
| Tax credits | \$3,997 | \$4,597 |
| Net cost | \$5,993 | \$7,393 |



Launching a Solar Challenge

- Assess community interest
 - Online survey
 - Solar Forum
- Engage town officials
 - Explicit support essential
 - Financial commitment not required
- Pick an installer
- Launch and drive the program

Why a survey

- It's easy to do a 6 -10 question survey with Survey Monkey
- Measure interest
- Demonstrate interest
- Helpful for recruiting town officials
- Helpful for identifying potential volunteers

Picking an installer

- Solar Installer Selection Committee
 - Boxborough volunteers with interest/background in solar
- RFP (Request for Proposal) for solar installer partner
 - Support from Town Administrator and Selectmen
- Review proposals and select installers
- Kickoff
- Recruit, recruit, recruit

Selection Process

- Standard scoring template
 - Method for selection committee to judge proposals in all key areas
 - Review based on common criteria
- Finalist review
 - References checked
 - Interviewed with selection committee
- Recommendation made to Town Administrator

Driving the program

- Publicity
- Forum
- Community events
 - Publicize
 - Educate
 - Sign people up
- Follow-up with residents that have received proposals



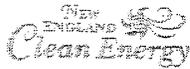
Forum

- Kick off
- Explain program
- Sign up more volunteers



Example Community Events

- Solar forums
- Farmers' market
- Fifer's Day
- School assemblies / classroom talks
- Energy fairs at large employers
- Church events



New England Clean Energy
looks forward to supporting
Boxborough as it contemplates
and organizes a community
solar program.

Let us know how we can help.

Selina Shaw

From: James Gorman <Jgorman@tritonsys.com>
Sent: Friday, November 14, 2014 1:17 PM
To: selectmen@town.boxborough.ma.us; Selina S. Shaw
Subject: Boxborough Solar Initiative

Folks,

I have reviewed the provided materials quite carefully and have a number of observations bearing on the question of whether the BoS should endorse the Boxborough Solar Initiative proposal that was presented at our last meeting and evidently will be discussed at Monday's meeting. Selina, could you forward these comments to Francie and Richard Garrison, since I do not appear to have their E-Mail addresses near to hand.

Firstly, while I still have serious reservations about whether the BoS should provide an endorsement for a private company providing services for individual homeowners in Town, I could entertain voting in favor of the Boxborough Solar Initiative if the below described information is provided and conditions are met. By the way, it is possibly that I missed it, but I did not see a notation in the charts about the Stow Solar Initiative that the Stow BoS provided a formal endorsement.

Some combination of the Boxborough Energy Committee and New England Clean Energy should provide the average cost per installed watt capacity resulting from the Stow Solar Initiative. What I am looking for here is how the average Stow installed cost compares to the \$3.79/Watt (Tier 3, New England Clean Energy Overview Briefing) and the \$4.85/watt (Attachment A, Stow RFP) cited in the provided materials.

Somewhere in the RFP, we need to require that proposers provide bounding ROI calculations for Tier 3 pricing, at both the (Base Price) and (Base + "Moderate" adders). I would think that a "moderate" assessment of adders would be one that increases installed cost by 40% or so. I think this ROI proposal is essential if the BoS is to endorse the resulting contractor selection, since we do not want to be in a position where potential customers might reasonably say that they were uninformed about the likely net costs of a PV installation. It is certainly true that any individual expression of interest will require its own detailed ROI, but people thinking about expressing interest should have at least a rough guide to the financials. The payback calculation presented in the New England Clean Energy Overview Brief is at best outdated and at worst incomplete.

The above noted ROI calculation must include some agreed upon values of the LELD supply price of electricity and their "buy-back" price, since the difference between the supply and buy-back price is a major discriminator of the financial impact for the consumer.

The ROI calculation should also consider charges for cost of money and early roof replacement. The cost of money factor can be handled either as a charge for financing the project or in comparison to the lost opportunity cost of the PV installation versus other standard investments (if we assume in the latter case that the consumer can front the whole cost and treat it as a pure investment). The early roof replacement charge is it seems to me important for any consumer thinking of installing a PV system whose roof still has a significant fraction of its installed lifetime remaining, because it would surely be silly to install a 25 year life Solar system on a roof with 10-15 year remaining life.

The proposal must be edited to remove the numerous misspellings and change the Stow and HLP references, and should not say "The Town will award the contract to...". The Town is not awarding any contract to the winning installer, but will sign a Memorandum of Understanding with the winner. These are two quite different things. It should also be made clear in the RFP that the Town is not making any budgetary funding commitment.

If the Town is going to endorse the winning installer, then I think someone on the BoS must be on the proposal review team, so that we can have eyes on and verify the reasonableness of the proposals, particularly with respect to the ROI calculations.

Given that Stow evidently received a donated PV system, I am inclined to suggest that Boxborough require that proposers supply the Town with a donated system having installed capacity equal to 1% of the total contracted capacity resulting from the Boxborough Solar Initiative.

Anyway, these are my thoughts on the issue.

Jim

BYLAW TO ESTABLISH COMMUNITY PRESERVATION COMMITTEE

- 1.1 There is hereby established a Community Preservation Committee, consisting of nine (9) voting members pursuant to M.G.L. Chapter 44B, §5(a).
- 1.2 With the exception of subsection c., which is appointed by the Planning Board, the members of the Committee shall be appointed by the Board of Selectmen as follows:
- a. One member of the Conservation Commission as designated by such Commission.
 - b. One member of the Historical Commission as designated by such Commission.
 - c. One member of the Planning Board as appointed by such Board.
 - d. One member of the Recreation Commission as designated by such Commission.
 - e. One member of the Housing Board as designated by such Board.
 - f. One member of the Agricultural Commission as designated by such Commission.
 - g. One member to be designated by the Finance Committee (FC).
 - h. Two members to be appointed by the Board of Selectmen (BoS).
 - i. Each member of the Committee shall serve for a term of three years or until the person no longer serves in the position or on the board or committee as set forth above, whichever is earlier.
 - j. For the first year, appointments will be staggered as follows:
 - i. Three at 1 year: Agricultural Commission designee; 1 BoS appointee; FC designee;
 - ii. Three at 2 years: 1 BoS appointee; Planning Board appointee; Recreation Commission designee;
 - iii. Three at 3 years: Conservation Commission designee; Housing Board designee; Historical Commission designee.
- 1.3 Should any of the officers, commissions, or boards who have appointment authority under this Chapter be no longer in existence for whatever reason, the Board of Selectmen shall appoint a suitable person to serve in his/her place.
- 1.4 Any member of the Committee may be removed for cause by his/her respective appointing authority after hearing.

CHAPTER 2: DUTIES

- 2.1 The Community Preservation Committee shall study the needs, possibilities and resources of the Town regarding community preservation pursuant to M.G.L. Chapter 44B. The Committee shall

consult with existing municipal boards, including the Conservation Commission, the Historical Commission, the Planning Board, the Recreation Commission, the Agricultural Commission and the Boxborough Housing Board in conducting such studies. In its study of the needs, possibilities and resources of the Town regarding community preservation, the Committee shall review the Town's Capital Plan, maintained by the Finance Committee, and identify such overlap as may exist between Capital Plan prescriptions and community preservation proposals. As part of its study, the Committee shall hold one or more public informational hearing annually on the needs, possibilities and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper, or equivalent publication, of general circulation in the Town.

- 2.2 The Community Preservation Committee shall make recommendations to Town Meeting for the acquisition, creation and preservation of open space, for the acquisition, preservation, rehabilitation and restoration of historic resources, for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use, for the acquisition, creation, preservation and support of community housing and for the rehabilitation or restoration of open space and community housing that is acquired or created as provided in this section. With respect to community housing, the Community Preservation Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. The Committee shall, to the degree practicable in its recommendations to Town Meeting, conform its proposed expenditures to the long term capital spending profile outlined in the Town's Capital Plan, so as to moderate fluctuations in the Town's direct and debt service spending.
- 2.3 The Community Preservation Committee may include in its recommendation to Town Meeting a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or to set aside for later spending funds for general purposes that are consistent with community preservation.
- 2.4 In every fiscal year, the Community Preservation Committee must recommend either that the Town Meeting spend or set aside for later spending, not less than 10% of the annual revenues in the Community Preservation Fund for each of (a) open space, (b) historic resources, and, (c) community housing.

CHAPTER 3: REQUIREMENT FOR A QUORUM

- 3.1 The Community Preservation Committee shall comply with the provisions of the Open Meeting Law, M.G.L. c.39 §23B. The Community Preservation Committee shall not meet or conduct business without the presence of a quorum. A majority of the members of the Community Preservation Committee shall constitute a quorum. The Community Preservation Committee shall approve its actions by majority vote.
- 3.2 After receiving such recommendations from the Community Preservation Committee, Town Meeting shall then take such action and approve such appropriations from the Community Preservation Fund as set forth in section 7 of the Act, and such additional appropriations as it deems appropriate to carry out the recommendations of the Community Preservation Committee.

CHAPTER 4: COST ESTIMATES

- 4.1 Recommendations to Town Meeting shall include their anticipated costs and strategies for longer term financing within the provisions of the Community Preservation Act.
- 4.2 Town Meeting may appropriate money in any year from the Community Preservation Fund to the Affordable Housing Trust Fund.

CHAPTER 5: AMENDMENTS

- 5.1 This Bylaw may be amended from time to time by a majority vote of the Town Meeting, provided that the amendments would not cause a conflict to occur with M.G.L. Chapter 44B.

CHAPTER 6: SEVERABILITY

- 6.1 In case any section, paragraph or part of this Bylaw be, for any reason, declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

CHAPTER 7: EFFECTIVE DATE

- 7.1 This Bylaw shall take effect upon the acceptance by the voters at the November 4, 2014 State Election and approval by the Attorney General of the Commonwealth, and after all requirements of M.G.L. c. 40 §32B have been met.
- 7.2 Each appointing authority shall make their appointments within thirty (30) days of the effective date of this bylaw.



Approved: _____

**Town of Boxborough
Board of Selectmen
Goals Workshop Minutes
September 27, 2014**

PRESENT: Vince Amoroso, Chair; Bob Stemple, Clerk; Susan Bak, Member; Les Fox, Member; Jim Gorman, Member

ALSO PRESENT: Selina Shaw, Town Administrator

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.

Call to Order

Chair Amoroso called the meeting to order at 8:16 AM in the Deck Room of the Boxborough Holiday Inn, 242 Adams Place.

Before delving into the discussion on goals, the Chair reported on the recent BLF meeting, noting that regionalization was going well... 24 students from Acton are attending Blanchard, while 10 students from Boxborough are attending elementary schools in Acton; class sizes are still manageable; there were some transportation hiccups at the start of the school year. Concerns were raised regarding the impact of the Reed Fram paving project on student transportation.

The Board reviewed the items in the packet: the "Goals and Projects List", which is prefaced by the overarching goals and followed by a number of specific projects and the minutes from the goals workshop held on November 16, 2013.

Goals and Project List

- **Goals:** The Board was not able to review the goals on a quarterly basis; however, progress was made reviewing the status in April and July.
- **Appreciation Event:** Good turnout generally, but with the exception of Town Hall staff, employee turnout was low. Discussed alternatives to show appreciation to employees. Half day off at the discretion of the supervisor would be an issue for union employees (cost of coverage)... Notion of a gift certificate valued at ≈ \$15, in addition to BBQ, was also broached.
- **Information Technology:** Selectman Fox reported that it appears to be on-track to turn complete IT management to Guardian... Past year has been one of bringing systems and infrastructure up-to-date... Over the next year in preparation for FY 17, need to review steady-state operations, closely monitoring issues and costs to repair, determining best approach forward (consultant, employee or hybrid). TA will ask Guardian to provide training session to staff on trouble-shooting common problems.

BoS also discussed cable infrastructure, and how funding from Verizon and Comcast could be used. TA explained that there are two pots of money – one specifically to be used for cable, and another for "technology-related" purposes. Chair Amoroso asked TA to send licenses for his review. TA and Selectman Fox noted that they would follow up with Littleton Cable, who had provided an a la carte menu of services that they could provide for the town.

Brief mention of Cisco layoff that had been publicized. Selectmen questioned whether Cisco would consider releasing any of the undeveloped pads to a tenant.

- **Capital Plan:** Selectmen discussed how the capital asset plan, developed by Inspector of Buildings David Lindberg could be integrated with the capital plan which is “owned” by the Finance Committee. It was suggested that an additional column could be added to provide a description of each item and how it is used. TA will coordinate with FinCom, Dave Lindberg and Selectman Gorman on bringing forward a comprehensive capital plan.

Chair Amoroso initiated discussion on town roads and recommended that the capital plan include an inventory of all town roads, their condition, the anticipated useful life, a schedule for when we can reasonably expect they will need repair and potential funding sources. DPW Director Tom Gorman can provide a first cut by looking back at records; town’s consulting engineer can provide further input. It is imperative to have this information for the FY 16 budget cycle. Town should have opportunity to determine level of service... whether to fund only from Ch. 90 or from town sources as well. It was agreed that Selectman Gorman, as liaison to the DPW, should be the point person on this project. The Board would also like to understand why only one road was scheduled for paving this year and what caused the bottleneck. Selectman Gorman said that it was a combination of issues, caused by both the DPW and consulting engineer, and suggested that going forward it may be wise to hire a professional engineer to oversee.

Selectmen asked how and by whom the determination is made to restrict certain weighted vehicles from traveling on particular roads.

- **Fire Cistern Replacement:** Selectman Gorman reported that he has discussed matter with Chief White, who does have a plan in place. Cisterns are checked annually; all are currently in good shape.
- **Town Hall Improvements:** Chair Amoroso reiterated his support to be able to use the stage and asked that the Inspector of Buildings (BI) advise the BoS on what is necessary to make it accessible. Additionally, BoS would like to understand the town’s storage needs and if there is an equivalent amount of storage space (as compared to the BI’s earlier proposal for use of the stage space) available at another town location. BoS would also like input from the BI on the condition of the museum, particularly with respect to the dampness issues and potential for storage.
- **LEPC:** Selectman Gorman reported that LEPC had “collapsed”. Chief White does not believe that there is sufficient material about which to meet monthly and is considering semi-annual meetings.

Holiday Inn was not needed as a cooling center in 2014. Selectmen suggested that annually in May, the Chief should follow up with the Holiday Inn and thank them in advance for making it available as needed for the upcoming summer.

Blanchard is now fitted out with generator. Protocols should be put in place for utilization as an emergency center. Chiefs should have key(s) to the facility.

- **Master Plan:** Selectman Fox is BoS representative to Master Plan Update Committee. Economic development will be a major topic. Transportation and need for solution to the “last mile” is also an important subject to be pursued. Selectmen agreed that residents should be surveyed on their desire for services – what doesn’t town offer that you would like to see in place?
- **Collective Bargaining Agreements:** TA has informed all three CBA’s of Board’s intent to negotiate successor agreements (July 1, 2015 – June 30, 2018). Board will be discussing strategy and process in executive session.

- **OPEB – GASB 45:** Selectmen would like Treasurer’s opinion on amount and rationale for funding the obligation.
- **Regional Transfer Station:** Selectmen agreed that this should be re-visited annually.
- **Stow Road Task Force:** Selectman Fox updated BoS. RFP has been drafted. Team has an upcoming call with Town Counsel to discuss the team’s preferred methodology to evaluate proposals based on equity trade-offs.
- **Outreach to Public on Town Services:** Selectman Stemple reported that this has not really moved along. Discussed better utilization of town’s website and cable TV bulletin board.
- **Code of conduct/values for Board of Selectmen and town committees:** Selectman Bak will review materials and work with Selectman Stemple to bring forward a recommendation to the Board at a future meeting.
- **Website:** TA provided a brief update and discussed intent to include more forms/applications with ability to pay on-line.

Other Business

Selectman Gorman suggested that an attorney from Kopelman and Paige should provide a training session on procurement for department heads enabling TA to delegate authority as it made sense. TA suggested that a better approach would be for those department heads to undertake the paid comprehensive training offered by the Inspector General’s Office. TA will review matter and provide recommendation on limits of delegation.

Adjourn

At 10:57 AM, it was moved and seconded to adjourn. **Approved 5 – 0.**

Selina Shaw

From: Adam Duchesneau <aduchesneau@boxborough-ma.gov>
Sent: Wednesday, November 05, 2014 12:27 PM
To: sshaw@boxborough-ma.gov
Cc: 'Cheryl Mahoney'
Subject: FinCom MPUC Designee

Hi Selina,
 Per Dilip's email below, the FinCom has designated Steven Ballard as their representative for the Master Plan Update Committee.

If you could add Steven's official appointment to the MPUC for the Board of Selectmen's Agenda on Monday, November 17, 2014, that would be great.

Please let me know if you have any questions. Thanks.

Adam

Adam L. Duchesneau, AICP
 Town Planner
 Town of Boxborough
 29 Middle Road | Boxborough, MA 01719
 t 978-264-1723 | f 978-264-3127 | ADuchesneau@Boxborough-MA.gov

From: Dilip Subramanyam [mailto:Dilip_Subramanyam@beaver-visitec.com]
Sent: Tuesday, November 04, 2014 2:40 PM
To: Adam Duchesneau
Cc: 'Steve Ballard' (sballard@stevenballard.com); John.rosamond@verizon.net
Subject: RE: MPUC Meeting Follow Up

Hi Adam,
 The FinCom met last evening and we were able to finalize our representative to serve on the MPUC. He is Steve Ballard and can be reached as copied here.
 Thanks for your patience.
 Dilip

From: Adam Duchesneau [<mailto:aduchesneau@boxborough-ma.gov>]
Sent: Thursday, October 30, 2014 10:35 AM
To: Al Murphy; Al Murphy; Bryon Clemence; Chief Ryder; Chief White; Dave Follett; Dmitry Bykhovsky; 'Frank Powers'; John Markiewicz; Kevin Mahoney; Les Fox; Maria Neyland; Marie Cannon; Mitzi Garcia-Weil; Rebecca Morris; Selina Shaw; Tom Garmon
Cc: Dilip Subramanyam; Bewtra, Manisha G.; cmadore@mapc.org
Subject: MPUC Meeting Follow Up

MPUC Members,
 Again, thank you all for attending last night's MPUC meeting. There were numerous great comments and questions, and I think we are off to a good start. MAPC and I will think through some of the outstanding items that were raised last night and continue to move forward preparing for the Public Kickoff and Visioning Forum on November 19th (please spread the word). I wanted to follow up on a couple of items from last night's meeting:

- 1) Please find attached a PDF of the presentation from last night's meeting.
- 2) I will work with Selina and MAPC to iron out the website issues/suggestions that were raised last night. In the mean time we should try to agree on a URL name. Please respond to me **INDIVIDUALLY** with any suggestions you may have. Here is what we currently have for suggestions:
 - PlanBoxborough.org
 - BoxboroughPlan.org
 - BoxboroughFuture.org
 - BoxboroughNext.org
 - Boxborough2030.org or Boxboro2030.org
 - Boxborough360.org or Boxboro360.org
- 3) Please pass along any photograph of the community you might have or obtain for our resources moving forward. These will be great to have for the Plan Update and for any presentations or exhibits that will be created. Please be sure to document the source of the photograph as well (even if you took it!).
- 4) Here are the upcoming important meeting dates that we have scheduled for the MPUC:
 - a. **Wednesday, November 19, 2014, @ 7:00 PM**, Grange Meeting Room, Town Hall, 29 Middle Road – Master Plan Update Public Kickoff and Visioning Session
 - b. **Monday, December 15, 2014, @ 7:00 PM**, Grange Meeting Room, Town Hall, 29 Middle Road – Joint Public Meeting between the Board of Selectmen, MPUC, and Planning Board to present the Boxborough Vision for endorsement, debrief the Public Kickoff, and finalize the initial sections of the plan update.
- 5) Please let me if you have any days of the week or dates that do not work for you in terms of future MPUC meetings.

I look forward to your responses. Please let me know if you have any questions. Thanks.

Adam

Adam L. Duchesneau, AICP
Town Planner
Town of Boxborough
29 Middle Road | Boxborough, MA 01719
t 978-264-1723 | f 978-264-3127 | ADuchesneau@Boxborough-MA.gov

8c

Clean copy (p 1-10 only;
no signature pages or
exhibits)

INTERMUNICIPAL AGREEMENT

for the Provision of Transportation Management Services By and Between the:

TOWN OF ACTON,

TOWN OF BOXBOROUGH,

TOWN OF CONCORD,

TOWN OF LITTLETON,

TOWN OF MAYNARD,

TOWN OF STOW, and the

TOWN OF WESTFORD

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2014, by and among:

- The Town of Acton (hereinafter referred to as "Acton"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 472 Main Street, Acton, MA 01720, acting by and through its Board of Selectman;
- The Town of Boxborough (hereinafter referred to as "Boxborough"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 29 Middle Road, Boxborough MA 01719, acting by and through its Board of Selectman;
- The Town of Concord (hereinafter referred to as "Concord"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 22 Monument Square, Concord, MA 01742, acting by and through its Board of Selectman;
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- The Town of Maynard (hereinafter referred to as "Maynard"), a Massachusetts municipal corporation with a principal place of business at the Maynard Town Offices, 195 Main Street, Maynard MA 01754, acting by and through its Board of Selectman;
- The Town of Stow (hereinafter referred to as "Stow"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 380 Great Road, Stow, MA 01775, acting by and through its Board of Selectman;
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(each town or governmental unit a "Party" and all collectively the "Parties").

RECITALS

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

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

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

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

WHEREAS, each Party has authorized participation in the Agreement.

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

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

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

SECTION 1 – SCOPE OF SERVICES UNDER AGREEMENT

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

(a) Phase I: Coordination of Existing TMS

- Sharing and coordination of dispatch services for existing TMS
- Sharing and coordination of existing TMS such as community ride and elderly transportation programs
- Route coordination for existing TMS
- Participation in regional transportation management association councils such as MassCommute.

(b) Phase II: “Soft” TMS

- Informational kiosks and brochure racks regarding transportation resources
 - Assistance and advocacy to improve transit scheduling, including coordination with state and local transportation and planning agencies
 - Transportation awareness events
 - Transit pass purchase and management programs.
 - Transportation management training for Parties and private and institutional entities
 - Guaranteed ride home services for Parties and private and institutional entities
- (c) Phase III: “Hard” TMS
- Shuttle services
 - Vanpool Programs

1.2 The Parties, in accordance with Section 2 of this Agreement, will prepare a separate, detailed Scope of Services and Budget for each phase. Each Party may choose to participate in any or all phases in its sole discretion and to have its cost allocation adjusted accordingly in accordance with Section 3 of this Agreement. Any other Party or other entity shall not be entitled to participate in the TMS for that phase unless it expressly agrees in writing to pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services and Budget for that phase, updated by actual experience at the time the other Party seeks to participate in the TMS for that phase.

1.3 The Parties, in accordance with Section 2 of this Agreement, will determine when and if to provide any or all of the TMS described in Section 1.1, or any additional TMS and whether to provide those TMS directly or by contracting with one or more outside entities in accordance with applicable public procurement laws. Nothing in this Agreement shall preclude the Parties from providing additional or different TMS in any phase as they deem appropriate in a Scope of Services and Budget approved for that phase.

1.4 The Parties, through the CrossTown Connect collaborative, may provide services to a private or institutional entity situated in whole or in part within the geographic limits of one or more of the Parties; provided, however, that said entity shall be required to pay a fee to cover the expense of providing those services. That fee shall be approved by a majority of the Parties in accordance with Section 2 of this Agreement and set forth in a Memorandum of Understanding to be executed by the Lead Party and the private or institutional entity. The Parties shall assess such fees in compliance with all applicable laws regarding the assessment of fees for services by governmental units. Private or institutional entities receiving services for a fee from the Parties

shall be entitled to participate in the CrossTown Connect Advisory Board pursuant to the terms of the Operational Guidelines for the Advisory Board attached as Exhibit A.

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

SECTION 2 – ORGANIZATION AND CONTRACTING AUTHORITY

2.1 There shall be established a collaborative of the Parties to be known as “CrossTown Connect.”

2.2 The Town of Acton shall act as the Lead Party and shall provide reasonable physical accommodations for CrossTown Connect’s administrative operations, shall hire and employ staff and shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement all in accordance with the policies and procedures established by the Board of Directors, as set forth herein. The Parties may change the Lead Party by a two-thirds (2/3) vote of the Board of Directors.

2.3 There shall be a Board of Directors comprised of one representative from each Party. Each Party, through its Board of Selectmen, or chief executive officer, shall designate a representative (the “Representative”) and an alternate representative (the “Alternate”) who shall serve on the Board of Directors and who shall be duly authorized to act for the Party in all matters pertaining to this Agreement. A Party’s Representative may delegate to the Party’s Alternate responsibility to act at a meeting with respect to any particular matter or matters under this Agreement; otherwise, the Party’s Alternate may act in place of the Party’s Representative in the case of an absence, inability to act, or conflict of interest on the part of the Party’s Representative.

2.4 The Board of Directors shall be responsible for the overall management of CrossTown Connect, which shall include the authority to approve annual and supplemental budgets, apportion costs to the Parties, approve the provision of service to private parties and establish a detailed scope of services for each phase.

2.5 A majority of the members of the Board shall constitute a quorum for the purpose of transacting business. A quorum of the Board may act by a majority of those present and voting, unless another quantum of vote is specified herein. Any action of the Board shall be made in an open meeting in accordance with the provisions of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Board of Directors may adopt additional Operational Guidelines to facilitate the activities contemplated under this Agreement.

2.6 The Lead Party shall act for the Parties with respect to all grant applications to be submitted and gifts and grants received collectively by the Parties pursuant to this Agreement and any votes of the Board of Directors.

2.7 The Lead Party shall act as the Parties’ purchasing agent pursuant to G.L. c. 7, § 22B, for all contracts duly authorized by the Board of Directors to be entered into collectively by the

Parties pursuant to this Agreement. Final approval of the contract is subject to approval of the Board of Directors and appropriation by each Party and evidence of such appropriation must be obtained from the Representative of each participating Party prior to contract execution.

2.8 All day-to-day correspondence and documents concerning this Agreement or CrossTown Connect shall be directed to the Lead Party care of its current representative.

2.9 As of the effective date of this Agreement, the Parties have submitted grant applications, plans, and other collaborative proposals, and have individually entered into the contracts or agreements concerning TMS identified in Exhibit B to the Agreement. By execution of this Agreement, the Parties agree that any such applications, plans, proposals, contracts or agreements shall be for the mutual benefit or obligation of the Parties through CrossTown Connect.

2.10 The Parties acknowledge that it is conceivable that work may be undertaken beyond an approved Scope of Services pursuant to Section 1 of this Agreement which would deviate from the established Budget in the applicable Scope of Services. Any such change requiring an alteration to a Party's financial contribution under this Agreement shall require prior written approval by the affected Party's or Parties' legislative body. Change orders that will not affect financial obligations may be approved by the Board of Directors, or, in an emergency, the Lead Party.

SECTION 3 - COSTS AND FINANCING

3.1 CrossTown Connect shall operate on a Fiscal Year of July 1 through June 30.

3.2 The Board of Directors shall adopt an Annual Operating Plan and Budget by a two-thirds (2/3) vote of all the members at a duly noticed open meeting to be held no later than December 1 for the following Fiscal Year. The Annual Operating Plan and Budget shall delineate all anticipated revenues and costs, including, without limitation, reasonable administrative costs incurred by the Lead Party to administer this Agreement on behalf of all Parties, and shall include an accounting of all monetary receipts and expenditures from the previous Fiscal Year. The Lead Party shall provide updates to the Annual Report provided for in Section 4.2, as necessary, to aid in the preparation of the Annual Operating Budget.

3.3 By December 15, the Annual Operating Plan and Budget shall be submitted to each Party, along with any annual assessment to that Party, as calculated in accordance with the following subsection. Upon receipt of the recommended Annual Operating Plan and Budget, the Party shall request that the Party's legislative body appropriate sufficient funds to cover the Party's annual assessment.

3.4 If the Board of Directors determines that anticipated revenues from grants, gifts and fees paid by private parties are not sufficient to fund the operation and maintenance costs of CrossTown Connect for an approaching Fiscal Year, the Parties shall share in all CrossTown Connect costs based on the amount of services used in the previous fiscal year in accordance with a Fee Schedule to be adopted by the Board of Directors and appended hereto as Exhibit C.

3.5 The annual assessment made pursuant to the preceding section, if any, shall be paid to the Lead Party by August 1.

3.6 Pursuant to G.L. c. 40, § 4A, any funds received by CrossTown Connect or the Lead Party pursuant to this Agreement, including but not limited to annual assessments paid by the Parties, shall be deposited with the treasurer of the Lead Party and held as a separate account and may be expended, with the approval of the Board of Directors, under the provisions of G.L. c. 44, § 53A, for contribution towards the cost of CrossTown Connect only.

3.7 Individual Party costs, such as administration and legal expenses, incurred outside of the scope of this Agreement and specific to the needs of any one particular Party, will be borne solely by that Party.

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

3.9 If a Party's Legislative Body does not appropriate funds to pay the Party's annual assessment, the Board of Directors, shall amend the Annual Operating Plan and Budget accordingly, which amendment may include a reduction or elimination in services to the Party that did not approve the annual assessment.

3.10 The Board of Directors may from time to time amend the Annual Operating Plan and Budget during the course of the Fiscal Year, by two-thirds (2/3) vote of all the members, provided, however, that no Party's annual assessment shall be increased unless the increase is first approved by that Party's legislative body.

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

3.12 All contracted invoices under this Agreement will be submitted to the Lead Party with a copy to each participating Party. Subject to the terms of this Agreement, each Party shall timely pay its allocated share of the undisputed amount of each invoice, and shall provide a copy of said payment to the Lead Party. If a Party disputes any such invoice or its allocated share thereof, the Party shall immediately notify the Lead Party and the other Parties so that the dispute can be promptly resolved among the Parties or with the vendor as applicable. All bills and payrolls submitted for work done under this Agreement shall be plainly marked: PROVIDED UNDER AUTHORITY OF THE INTERMUNICIPAL AGREEMENT DATED _____. Any reimbursement received by a Party under this Agreement shall be credited on that Party's books to the account of estimated receipts, except funds received under G.L. c. 44, § 53A as set forth in Section 3.4 of this Agreement.

SECTION 4 – FINANCIAL SAFEGUARDS AND RECORDKEEPING

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

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

4.3 AUDITS: On the written request of the Board of Directors, the Lead Party shall arrange for an audit of records concerning the Agreement by an auditing entity approved by the Board. Subject to appropriation, the cost of the audit shall be borne by the Parties in the same percentage as their share of administrative costs under the then-current Annual Operating Plan and Budget under Section 3.2. The Lead Party shall provide a copy of any such audit report to the Board of Directors. The Board and the Parties shall work cooperatively to resolve any issues raised by any such audit.

SECTION 5 – PERSONNEL AND EQUIPMENT

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

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

SECTION 6 – REMEDIES

6.1 If a Party fails to timely pay its allocated share of any undisputed invoice for which it has appropriated funds, then after five days advance notice, any other Party or Parties may pay that amount and thereupon that Party or those Parties (as applicable) shall be entitled to recover that amount from the defaulting Party.

6.2 If any participating Party fails to fulfill any material obligation or condition of this Agreement, the other Parties shall have the right to suspend the participation of the offending Party by a vote of two-thirds (2/3) of the Board of Directors and by giving sixty (60) days' notice, in writing, of their intent to do so. Upon receipt of such notice, the Party shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the

cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting Party.

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

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

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

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

SECTION 7 – MISCELLANEOUS

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

7.2 TERM: The term of this Agreement shall be for a period of three (3) years from the last signatory's date hereof, unless sooner amended or terminated as herein provided. The Agreement may be renewed in three year increments by an extension duly authorized by the Parties in accordance with G.L. c. 40, § 4A.

7.3 WITHDRAWAL: Any Party may withdraw from this Agreement upon sixty (60) days written notice to the remaining Parties pursuant to G.L. c. 40, § 4A. The withdrawing Party shall remain liable for all obligations undertaken by it or on its behalf pursuant to this Agreement prior to the effective date of its withdrawal, and the remaining Parties shall be reimbursed for all services and expenses rendered to the withdrawing Party prior to the effective date of withdrawal, unless otherwise agreed by two thirds (2/3) of the remaining parties.

7.4 AMENDMENT: No officer, official, agent, or employee of any of the participating Parties shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the participating Parties by making any promise or representation

not contained herein, except by an authorized written amendment. Said amendment shall be executed in the same manner as this Agreement.

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

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

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

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

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

SIGNATORS

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

[SIGNATURE PAGES AND EXHIBITS ATTACHED]

Red lines with
changes since original
execution
(p 1-11 only; no signature
pages or exhibits)

INTERMUNICIPAL AGREEMENT

for the Provision of Transportation Management Services By and Between the:

TOWN OF ACTON,

TOWN OF BOXBOROUGH,

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WHEREAS, each Party has authorized participation in the Agreement.

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

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(b) ~~•(b)~~ Phase II: “Soft” TMS

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- ~~•—○~~ Transit pass purchase and management programs.
- ~~•—○~~ Transportation management training for Parties and private and institutional entities
- ~~•—○~~ Guaranteed ride home services for Parties and private and institutional entities

(c) ~~•(c)~~ Phase III: “Hard” TMS

- ~~•—○~~ Shuttle services
- ~~•—○~~ Vanpool Programs

1.2 The Parties, in accordance with Section 2 of this Agreement, will prepare a separate, detailed Scope of Services and Budget for each phase. ~~The Scope of Services and Budget for each phase must be approved by a majority of the Parties. A Party voting to approve the Scope of Services and Budget for a phase shall be entitled to participate in the TMS for that phase and must pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services for that phase.~~ Each Party may choose to participate in any or all phases in its sole discretion and to have its cost allocation adjusted accordingly in accordance with Section 3 of this Agreement. Any other Party or other entity shall not be entitled to participate in the TMS for that phase unless it expressly agrees in writing to pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services and Budget for that phase, updated by actual experience at the time the other Party seeks to participate in the TMS for that phase.

1.3 The Parties, in accordance with Section 2 of this Agreement, will determine when and if to provide any or all of the TMS described in Sections 1.1 and 1.2, Section 1.1, or any additional TMS and whether to provide those TMS directly or by contracting with one or more outside entities in accordance with applicable public procurement laws. Nothing in this Agreement shall preclude the Parties from providing additional or different TMS in any phase as they deem appropriate in a Scope of Services and Budget approved for that phase.

1.4 The Parties, through the CrossTown Connect collaborative, may provide services to a private or institutional entity situated in whole or in part within the geographic limits of one or more of the Parties; provided, however, that the Parties will require said entity shall be required to

pay a fee to cover the expense of providing those services. That fee shall be approved by a majority of the Parties in accordance with Section 2 of this Agreement and set forth in a Memorandum of Understanding to be executed by the Lead Party and the private or institutional entity. The Parties shall assess such fees in compliance with all applicable laws regarding the assessment of fees for services by governmental units. Private or institutional entities receiving services for a fee from the Parties shall be entitled to participate in the CrossTown Connect Advisory Board pursuant to the terms of the Operational Guidelines for the Advisory Board attached as Exhibit A.

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

SECTION 2 – ORGANIZATION AND CONTRACTING AUTHORITY

2.1 There shall be established a collaborative of the Parties to be known as “CrossTown Connect.”

2.2 The Town of Acton shall act as the Lead Party and shall provide reasonable physical accommodations for CrossTown Connect’s administrative operations, shall hire and employ staff and shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement all in accordance with the policies and procedures established by the Board of Directors, as set forth herein. The Parties may change the Lead Party by a two-thirds (2/3) vote of the Board of Directors.

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

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

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

2.4 Acton is designated the Lead Party under this Agreement. The Lead Party may be changed prospectively by vote of at least two-thirds (2/3) of the Parties. The Board of Directors shall be responsible for the overall management of CrossTown Connect, which shall include the authority to approve annual and supplemental budgets, apportion costs to the Parties, approve the provision of service to private parties and establish a detailed scope of services for each phase.

2.5 A majority of the members of the Board shall constitute a quorum for the purpose of transacting business. A quorum of the Board may act by a majority of those present and voting, unless another quantum of vote is specified herein. Any action of the Board shall be made in an open meeting in accordance with the provisions of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Board of Directors may adopt additional Operational Guidelines to facilitate the activities contemplated under this Agreement.

2.6 The Lead Party shall act for the Parties with respect to all grant applications to be submitted and gifts and grants received collectively by the Parties pursuant to this Agreement and any votes of the Board of Directors.

~~2.6~~ 2.7 The Lead Party shall act as the Parties' purchasing agent pursuant to G.L. c. 7, § 22B, for all contracts duly authorized by the Board of Directors to be entered into collectively by the Parties pursuant to this Agreement. ~~For any such~~ Final approval of the contract requiring and ~~subject to approval of the Board of Directors and appropriation by the participating Parties,~~ final approval of the contract each Party and evidence of such appropriation must be obtained from the Representative of each participating Party. ~~Any such contract made collectively by the Parties shall designate each Party's allocated share of the cost of said purchase, and each Party shall have sole responsibility for payment due the vendor for the Party's allocated share of such purchase prior to contract execution.~~

~~2.7~~ 2.8 All day-to-day correspondence and documents concerning this Agreement or CrossTown Connect shall be directed to the ~~applicable~~ Lead Party care of its current ~~Point of Contact~~ representative.

~~2.8~~ 2.9 As of the effective date of this Agreement, the Parties have submitted grant applications, plans, and other collaborative proposals, and have individually entered into the contracts or agreements concerning TMS identified in Exhibit A to the Agreement. ~~B to the Agreement.~~ By execution of this Agreement, the Parties agree that any such applications, plans, proposals, contracts or agreements shall be for the mutual benefit or obligation of the Parties through CrossTown Connect.

~~2.9~~ CHANGE ORDERS: 2.10 The Parties acknowledge that it is conceivable that work may be undertaken beyond an approved Scope of Services pursuant to Section 1 of this Agreement which would deviate from the established Budget in the applicable Scope of Services. ~~Except in the case of an emergency, any~~ Any such change requiring an alteration to a Party's financial contribution under this Agreement shall require prior written approval by the affected Party's or Parties' Representative(s) legislative body. Change orders that will not affect financial obligations

may be approved by the Board of Directors, or, in an emergency, the Lead Party in its discretion.

SECTION 3 - COSTS AND FINANCING

~~3.1 APPORTIONMENT OF COSTS AND GRANT FUNDING:~~ As applicable, costs incurred and grant funding received for TMS under this Agreement shall be apportioned (a) among the participating Parties in accordance with the approved Scope of Services and Budget for each phase under Section 1.2, and (b) otherwise among all Parties in accordance with the allocation set forth in Exhibit B which may be amended pursuant to a vote of at least two-thirds (2/3) of the Parties. However, the maximum financial liability of each Party under this agreement is as specified in that Party's authorizing vote to enter into this agreement. A copy of each Party's authorizing vote is attached in Exhibit C to this Agreement. CrossTown Connect shall operate on a Fiscal Year of July 1 through June 30.

3.2 The Board of Directors shall adopt an Annual Operating Plan and Budget by a two-thirds (2/3) vote of all the members at a duly noticed open meeting to be held no later than December 1 for the following Fiscal Year. The Annual Operating Plan and Budget shall delineate all anticipated revenues and costs, including, without limitation, reasonable administrative costs incurred by the Lead Party to administer this Agreement on behalf of all Parties, and shall include an accounting of all monetary receipts and expenditures from the previous Fiscal Year. The Lead Party shall provide updates to the Annual Report provided for in Section 4.2, as necessary, to aid in the preparation of the Annual Operating Budget.

3.3 By December 15, the Annual Operating Plan and Budget shall be submitted to each Party, along with any annual assessment to that Party, as calculated in accordance with the following subsection. Upon receipt of the recommended Annual Operating Plan and Budget, the Party shall request that the Party's legislative body appropriate sufficient funds to cover the Party's annual assessment.

3.4 If the Board of Directors determines that anticipated revenues from grants, gifts and fees paid by private parties are not sufficient to fund the operation and maintenance costs of CrossTown Connect for an approaching Fiscal Year, the Parties shall share in all CrossTown Connect costs based on the amount of services used in the previous fiscal year in accordance with the Fee Schedule provided as Exhibit C.

3.5 The annual assessment made pursuant to the preceding section, if any, shall be paid to the Lead Party by August 1.

3.6 Pursuant to G.L. c. 40, § 4A, any funds received by CrossTown Connect or the Lead Party pursuant to this Agreement, including but not limited to annual assessments paid by the Parties, shall be deposited with the treasurer of the Lead Party and held as a separate account and may be expended, with the approval of the Board of Directors, under the provisions of G.L. c. 44, § 53A, for contribution towards the cost of CrossTown Connect only.

~~3.2 ADMINISTRATIVE COSTS:~~ The Parties agree to reimburse the Lead Party, according to their allocated share pursuant to Section 3.1, to cover the reasonable administrative costs incurred by the Lead Party to administer this Agreement on behalf of all Parties, including, without limitation, the

~~cost to prepare annual reports under Section 4.2 and to conduct an audit pursuant to Section 4.3.~~ 3.7
Individual Party costs, such as administration and legal expenses, incurred outside of the scope of this Agreement and specific to the needs of any one particular Party, will be borne solely by that Party.

~~3.3~~ 3.8 Pursuant to G.L. c. 40, § 4A, as amended, any Party when duly authorized to do so in accordance with the provisions of applicable law, may raise money by any lawful means including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under this Agreement.

3.9 If a Party's Legislative Body does not appropriate funds to pay the Party's annual assessment, the Board of Directors, shall amend the Annual Operating Plan and Budget accordingly, which amendment may include a reduction or elimination in services to the Party that did not approve the annual assessment.

3.10 The Board of Directors may from time to time amend the Annual Operating Plan and Budget during the course of the Fiscal Year, by two-thirds (2/3) vote of all the members, provided, however, that no Party's annual assessment shall be increased unless the increase is first approved by that Party's legislative body.

~~3.4~~ 3.11 Pursuant to G.L. c. 40, § 4A, any funds received under the provisions of G.L. c. 44, § 53A, as amended, for contribution towards the cost of TMS, including interest thereon, may be expended in accordance with the provisions of this Agreement that statute and any other applicable law.

~~3.5~~ 3.12 All contracted invoices under this Agreement will be submitted to the Lead Party with a copy to each participating Party. ~~Each~~ Subject to the terms of this Agreement, each Party shall timely pay its allocated share of the undisputed amount of each invoice, and shall provide a copy of said payment to the Lead Party. If a Party disputes any such invoice or its allocated share thereof, the Party shall immediately notify the Lead Party and the other Parties so that the dispute can be promptly resolved among the Parties or with the vendor as applicable. All bills and payrolls submitted for work done under this Agreement shall be plainly marked: PROVIDED UNDER AUTHORITY OF THE INTERMUNICIPAL AGREEMENT DATED _____. 3.6
~~On a monthly basis in arrears, the Lead Party shall invoice each other Party for that Party's allocated share of the Lead Party's administrative costs incurred under Section 3.2 to administer this Agreement on behalf of all Parties. Within 30 days of its receipt of that invoice, the invoiced Party shall reimburse the Lead Party for that allocated share of administrative costs. Any reimbursement received by a Party under this Agreement shall be credited on that Party's books to the account of estimated receipts, except funds received under G.L. c. 44, § 53A as set forth in Section 3.4 of this Agreement.~~

SECTION 4 – FINANCIAL SAFEGUARDS AND RECORDKEEPING

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

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

4.3 AUDITS: On the written request of a ~~majority of the Parties~~Board of Directors, the Lead Party shall arrange for an audit of records concerning the Agreement by an auditing entity approved by a ~~majority of the Parties~~the Board. Subject to appropriation, the cost of the audit shall be borne by the Parties in the same percentage as their share of administrative costs under the then-current Annual Operating Plan and Budget under Section 3.2. The Lead Party shall provide a copy of any such audit report to ~~all Parties~~the Board of Directors. The Board and the Parties shall work cooperatively to resolve any issues raised by any such audit.

SECTION 5 – PERSONNEL AND EQUIPMENT

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

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

SECTION 6 – REMEDIES

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

6.2 If any participating Party fails to fulfill any material obligation or condition of this Agreement, the other Parties shall have the right to suspend the participation of the offending Party by a vote of two-thirds (2/3) of the ~~other Parties~~ Board of Directors and by giving sixty (60) days' notice, in writing, of their intent to do so. Upon receipt of such notice, the Party shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting Party.

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

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

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

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

SECTION 7 – MISCELLANEOUS

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

7.2 **TERM:** The term of this Agreement shall be for a period of three-~~five~~ (3) years from the last signatory's date hereof, unless sooner amended or terminated as herein provided. The Agreement may be renewed in three year increments by an extension duly authorized by ~~the~~ Representatives of the Parties in accordance with G.L. c. 40, § 4A.

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

effective date of withdrawal, unless otherwise agreed by two thirds (2/3) of the remaining parties.

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

7.5 **ADDITIONAL PARTIES:** This Agreement may be amended by a vote of two-thirds (2/3) or more of the existing Parties to add any governmental unit within the meaning of

~~—c. 40, § 4A, including a city; town; regional school district; a district as defined in G.L. c. 40, § 1A; a regional planning commission, however constituted; a regional transit authority established pursuant to G.L. c. 161B; a water and sewer commission established pursuant to G.L. 40N or by special law; a county; or a state agency as defined in G.L. c. 6A, § 1, as an additional party.~~

~~— 40N or by special law; a county; or a state agency as defined in G.L. c. 6A, § 1, as an additional party.~~

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

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

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

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

SIGNATORS

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

[SIGNATURE PAGES AND EXHIBITS ATTACHED]

CrossTown Connect *Operational Guidelines*

CrossTown Connect is a Transportation Management Association (“TMA”). A TMA is a collaborative of governmental entities, businesses, property owners, residential locations, and communities where participants join together to promote programs that reduce traffic congestion, air pollution and greenhouse gas emissions, implement energy efficient and cost-effective transportation programs, promote orderly planning, development and use of transportation infrastructure, and improve transportation options in a defined region.

PURPOSE

CrossTown Connect has been formed pursuant to an Intermunicipal Agreement (the “Intermunicipal Agreement”). The communities expected to sign the Intermunicipal Agreement are Acton, Boxborough, Concord, Littleton, Maynard, Stow, and Westford, Massachusetts. The purpose of CrossTown Connect is to:

- Create a community consciousness among both residents and the business sector regarding transportation and the need to reduce traffic congestion, air pollution and greenhouse gas emissions;
- Provide leadership in combining area resources to maximize mobility within and access to the communities;
- Coordinate a network of transportation resources to effectively move people;
- Offer direct services to business partners that encourage employees to choose alternatives to driving alone to work;
- Enhance the area’s economic vitality while minimizing the impact of development;
- Make the most efficient use of nearby public transportation services; and
- Engage in regional transportation management services activities with coordinating groups such as MassCommute.

STRUCTURE

CrossTown Connect is legally structured as an intermunicipal collaborative among the participating communities that are signatories to the Intermunicipal Agreement (the “Community Partners”). As such, the organization operates in accordance with the terms of the Intermunicipal Agreement signed by the Community Partners.¹ Acton is the lead partner under the Intermunicipal Agreement. The Town of Acton is a designated tax exempt government entity.

The Community Partners have invited private businesses, property owners, and residential locations to participate in CrossTown Connect as dues-paying members. The Community Partners will also form an Advisory Board consisting of representatives of the Community Partners and the dues-paying members that will vote on matters related to CrossTown Connect.

¹ To the extent the provisions of these Operational Guidelines conflict with the provisions of the Intermunicipal Agreement, the provisions of the Intermunicipal Agreement shall govern.

The Advisory Board will direct and advise the Community Partners who will oversee CrossTown Connect and act in the best interest of all partners at all times and in accordance with all applicable laws.

MASSACHUSETTS OPEN MEETING LAW

The Massachusetts Open Meeting Law supports the principle that the democratic process depends on the public having knowledge about and access to the considerations underlying governmental action. Under the Open Meeting Law, most meetings of governmental bodies are held in public. As a public/private partnership that includes the Community Partners all meetings of CrossTown Connect will be subject to the Open Meeting Law.

MEMBERSHIP

Any municipality in the designated service area that is interested in or concerned about the planning, management and administration of traffic, transportation and related matters, and that signs the Intermunicipal Agreement and pays the annual membership fee to CrossTown Connect can apply to be a Community Partner of CrossTown Connect. Each dues-paying community, may appoint a member designee to represent it as part of CrossTown Connect. In exchange for membership dues, Community Partners are entitled to services from CrossTown Connect.

Any for-profit or non-profit entity or institution in the designated service area that is interested in or concerned about the planning, management and administration of traffic, transportation and related matters, and that pays the annual membership fee to CrossTown Connect can apply to be a Voting Member of the CrossTown Connect Advisory Board. Each dues-paying individual, partnership, association, or corporation may appoint a member designee to vote as a part of the CrossTown Connect Advisory Board. In exchange for membership dues, Voting Members are entitled to services from CrossTown Connect.

Applications for membership from individuals, partnerships, associations, or corporations in the designated service area shall be submitted in writing to the CrossTown Connect Program Director and shall be accompanied by payment of annual dues in an amount established by the Community Partners based on recommendations from the Advisory Board.

A CrossTown Connect Member may designate an individual to exercise the privileges of Membership, and shall have the right to change its designee upon written notice to the CrossTown Connect Program Director. Any Member may designate up to three alternates to represent that Member in the absence of the lead representative and to exercise all privileges of membership.

Any for-profit or non-profit entity or institution in the designated service area may submit an application for consideration with no dues or fee required. Non-voting Members do not pay dues to the organization, do not receive services from the organization, and may not vote. This category may consist of: government officials, representatives of governmental and quasi-governmental agencies, or non-dues-paying community organizations acting in an advisory

capacity to CrossTown Connect. The number and terms of Non-voting Members shall be determined by the Voting Members on the Advisory Board.

DUES

Membership dues shall be at such rate or rates as determined by the Community Partners based on recommendations from the Advisory Board, payable in advance unless other arrangements are made and approved by the Community Partners. All dues must be paid in full by the end of the fiscal year on June 30th.

From time to time CrossTown Connect may decide to undertake additional programs for individual members, or groups of members as requested. These programs would be for a fee in addition to the Membership Dues. Assessments will be determined on a case-by-case basis by the Community Partners based on recommendations from the Advisory Board. Individual members may choose whether or not they would like to participate. Budgets will be set and deadlines for fees determined prior to the commencement of any programs.

RESIGNATION/TERMINATION

Any Member may resign in writing submitted to the CrossTown Connect Program Director. Any dues due and payable or already remitted into the TMA for the proscribed period will not be eligible for proration.

Subject to the terms of the Intermunicipal Agreement and any separate agreement with a specific Voting Member, CrossTown Connect may expel any Voting Member for non-payment of dues after ninety (90) days from the date due, unless otherwise extended for good cause.

MEETINGS

The Annual Meeting of CrossTown Connect shall be held in the month of January. The Annual Meeting will be an open meeting, and representatives of all CrossTown Connect Advisory Board Members will be invited to attend.

Regular Meetings will be held from time to time as requested by the Community Partners or the Advisory Board, or if a need is determined by the CrossTown Connect Program Director.

No less than seven (7) business days' notice to the Members and to the Advisory Board will be given before a meeting is held. The Agenda will be posted in a public place.

ADVISORY BOARD

At all meetings of the Advisory Board, all Voting Members shall have one (1) vote. No Voting Member shall have more than one (1) vote. The CrossTown Connect Program Director shall keep a list of Voting Members and Non-voting Members.

Sixty percent (60%) of the Voting Members shall constitute a quorum for any meeting of the Advisory Board. When a quorum is once present to organize any meeting of CrossTown Connect Advisory Board the quorum is not broken by the subsequent withdrawal of any of those Voting Members present, and the remaining Voting Members present may adjourn any meeting.

At any meeting of the Voting Members at which a quorum is present, any action shall be considered an official recommendation of the Advisory Board if approved by a more than 50% of the Voting Members present.

STAFF

The Community Partners may designate staff to act as the Program Director of CrossTown Connect. CrossTown Connect may directly employ, either by contract or by employment-at-will, such staff as it deems necessary to properly execute its powers and responsibilities.



Reserve Fund Transfer Request

Date: 11/5/14

It is requested by the undersigned that the sum of \$ 3,550.00 be transferred from the Reserve Fund to:

UMAS Acct. # 001-146-5305-0000
(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) TAX COLLECTOR'S SOFTWARE

The balance in the line item as of 10/31/14 (Date) is \$ 650.00. An amount of \$ 8,742.00 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 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

CPA WAS VOTED ON 11/4/14 - SOFTWARE IS NEEDED TO IMPLEMENT THE CPA/TAX BILLS/MLC'S ETC. * CPA RECONCILIATION

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 Sherman</u> | (Signature) | <u>TAX COLLECTOR</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. # _____ to be used for the purposes and in the amounts indicated above.

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

| 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 | _____ | _____ |

TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT

For the Period 7/1/14 To 10/31/14

| <i>AccountNumber</i> | <i>AccountName</i> | <i>Original Budget</i> | <i>Budget Adjustments</i> | <i>Current Budget</i> | <i>Payments This Period</i> | <i>Payments To Date</i> | <i>Receipts This Period</i> | <i>Receipts To Date</i> | <i>Payments to Date-Net</i> | <i>Ending Balance</i> | <i>Percent Expended</i> |
|----------------------|---------------------------------|------------------------|---------------------------|-----------------------|-----------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|-----------------------|-------------------------|
| Tax collector | | | | | | | | | | | |
| 001-146-5110-0000 | Collector Salary | 64,087.00 | 0.00 | 64,087.00 | 20,134.64 | 20,134.64 | 0.00 | 0.00 | 20,134.64 | 43,952.36 | 31.42% |
| 001-146-5154-0000 | Collector Certification Stipend | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 | 100.00% |
| 001-146-5305-0000 | Collector Software Support | 8,742.00 | 0.00 | 8,742.00 | 8,092.00 | 8,092.00 | 0.00 | 0.00 | 8,092.00 | 650.00 | 92.56% |
| 001-146-5311-0000 | Collector Performance Bond | 680.00 | 0.00 | 680.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 680.00 | 0.00% |
| 001-146-5316-0000 | Collector Tax Title | 160.00 | 0.00 | 160.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 160.00 | 0.00% |
| 001-146-5317-0000 | Collector Printing Services | 1,400.00 | 0.00 | 1,400.00 | 440.83 | 440.83 | 0.00 | 0.00 | 440.83 | 959.17 | 31.49% |
| 001-146-5345-0000 | Collector Postage | 7,140.00 | 0.00 | 7,140.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,140.00 | 0.00% |
| 001-146-5420-0000 | Collector Office Supplies | 551.00 | 0.00 | 551.00 | 51.99 | 51.99 | 0.00 | 0.00 | 51.99 | 499.01 | 9.44% |
| 001-146-5711-0000 | Collector Travel | 400.00 | 0.00 | 400.00 | 90.16 | 90.16 | 0.00 | 0.00 | 90.16 | 309.84 | 22.54% |
| 001-146-5712-0000 | Collector Training/Conferences | 1,000.00 | 0.00 | 1,000.00 | 473.24 | 473.24 | 0.00 | 0.00 | 473.24 | 526.76 | 47.32% |
| 001-146-5730-0000 | Collector Dues | 45.00 | 0.00 | 45.00 | 50.00 | 50.00 | 0.00 | 0.00 | 50.00 | -5.00 | 111.11% |
| Sum | Tax collector | 85,205.00 | 0.00 | 85,205.00 | 30,332.86 | 30,332.86 | 0.00 | 0.00 | 30,332.86 | 54,872.14 | 35.60% |



200 North Main Street
 Suite 1103 W
 East Longmeadow, MA 01028

QUOTATION

| | |
|-----------|---------|
| Date | Quote # |
| 4/24/2014 | 1421 |

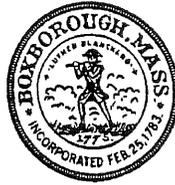
| |
|---|
| Name / Address |
| Town of Boxborough Tax Collectors Office 29 Middle Road Boxborough, MA 01719 |

| Qty | Item | Description | Cost | Total |
|-----|-----------------|---|--------------|-------------------|
| 1 | PSI/CPACT | Community Preservation Act Software - One time | 3,000.00 | 3,000.00 |
| 1 | ALRUS/CPACT/... | Community Preservation Act Annual License Renewal and Update Services | 1,200.00 | 1,200.00 |
| | | | Total | \$4,200.00 |

| | | | |
|--------------|--------------|-----------------------|-----------------|
| Phone # | Fax # | E-mail | Web Site |
| 413-525-8350 | 413-525-9125 | dgoldaper@pointsw.com | www.pointsw.com |

Proposed BoS Meeting Schedule January - May 2015
for discussion purposes

| Date | Business |
|------------------|---|
| January | |
| 5th | Meeting |
| 12th | Meeting [vote to call ATM & review budgets with (2) primary dept heads] |
| 19th | No meeting - Martin Luther King's birthday |
| 26th | Meeting [Review budgets with (2) primary dept heads] |
| February | |
| 2nd | No meeting |
| 9th | Meeting [review budgets with boards & committees as necessary] |
| 16th | No meeting - Presidents' Day |
| 23rd | Meeting [vote to close warrant for ATM] |
| March | |
| 2nd | No meeting |
| 9th | Meeting [public hearing on any gen'l bylaw changes] |
| 16th | Meeting [finalize language for warrant articles] |
| 23rd | Meeting [final deadline for written recommendations. Along with FinCom, determine funding] |
| 30th | No meeting |
| April | |
| 6th | Meeting [final votes (BoS/FinCom) on warrant articles and budget; BoS signs warrant] |
| 13th | Meeting ??? |
| 20th | No meeting - Patriots' Day |
| 27th | Meeting [review motions] |
| May | |
| 4th | No meeting |
| 11th | Annual Town Meeting starts (continuing, possibly on Tuesday and Thursday, 5/12 & 5/14. BoS meetings will be posted for the duration of ATM. |
| 18th | No meeting Town Election (ATM continuing this week if necessary, possibly on Wednesday and Thursday, 5/20 & 5/21) |
| 20th (Wednesday) | BoS meets if ATM still ongoing, otherwise June 1st [reorganization] |
| 25th | No meeting - Memorial Day |



Internal Communications and Outgoing Communications
November 17, 2014

1. Application Review Request from the Boxborough Planning Department (“Notice Only” for Board of Selectmen). [*Packet is available for review in Town Planner’s office.*]#
2. Letter from xfinity [Comcast]’s Sr. Mgr. of Gov’t & Regulatory Affairs, Ben Pearlman, dated November 6, 2014, to the Board of Selectmen informing of changes they are making to installation rates, effective January 1, 2015.
3. Copy of a letter from Town Counsel, John Giorgio, Kopelman & Paige, PC, dated November 5, 2014, to Powers & Sullivan, CPA, regarding the Town of Boxborough’s Fiscal Year Audit 2014.
4. Letter from the Acton Community Supper and Food Pantry, dated November 4, 2014, to the Boxborough Selectmen thanking them for their generous food donation on September 28th.

106



Minutes, Notices and Updates
November 17, 2014

Minutes

1. Minutes of the Personnel Board meeting held August 12, 2014.
2. Minutes of the Finance Committee meeting held October 27, 2014.

Notices

1. Notice of a Boxborough Affordable Housing Trust meeting held November 10, 2014
2. Notices Acton-Boxborough Regional School Committee meetings:
 - a. Regular Session held November 6, 2014
 - b. ABRSC's Outreach Subcommittee meeting held November 6, 2014
 - c. ABRSC's Policy Subcommittee meeting held November 12, 2014
3. Notice of a Public Celebrations & Ceremonies Committee meeting held November 10, 2014
4. Notice of an Energy Committee meeting held November 12, 2014
5. Notices of Minuteman Regional School Committee meetings:
 - a. MRSC's Joint Communications Subcommittee meeting held November 12, 2014
 - b. Regular Session to be held November 18, 2014
6. Notice of a Steele Farm Advisory Committee meeting to be held November 18, 2014
7. Notice of an AgCom meeting to be held November 18, 2014
8. Notice of a Personnel Board meeting to be held November 19, 2014
9. Notice of a Historical Commission meeting to be held November 20, 2014
10. Selectmen's Public Hearing Notice to be held November 17, 2014 on the adoption of a Residential Factor thereby determining the percentages of the tax burden borne by each class of real property for FY 15.

11. Public Hearing Notices regarding the property owned by Samuel Paolini, Deergress R.E. Trust, located at Mass. Ave. [further identified as 530 & 540 Mass. Ave.] to consider application(s) filed by Veterinary Dental Services, LLC:
 - a. Planning Board to be held November 17, 2014, on an application for Site Plan Approval to allow a veterinary dental office space building with approximately 5,000 sq. ft. with associated parking, sewage disposal, drainage & grading.
 - b. Zoning Board of Appeals to be held November 18, 2014 on an application for a special permit for work in the W-District. Project is for the installation of proposed walkways, infiltration trench & basin, proposed well and grading associated with proposed parking area & building for the property.