



BOARD OF SELECTMEN
Meeting Minutes
May 11, 2015

Approved: 6/29/15

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

ALSO PRESENT: Selina Shaw, Town Administrator; Attorney Jonathan Eichman, Kopelman and Paige (Town Counsel)

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 convened the meeting at 6:00 P.M. in the Administrative Conference Room at the Blanchard Memorial School.

MINUTES

- Selectman Fox moved to accept the minutes of the regular session of April 6, 2015, as revised. Seconded by Selectman Gorman. **Approved 5-0.** Selectman Fox moved to accept the minutes of the executive session of April 27, 2015, as written. Seconded by Selectman Gorman. **Approved 5-0.** Selectman Stemple moved to accept the minutes of the executive session of May 4, 2015, as written. Seconded by Selectman Gorman. **Approved 5-0.**

The Board took New Business out of order.

NEW BUSINESS

- Reserve Fund Transfer Request- Electrical Inspector Part-time Salary
Selectman Stemple moved to forward to the Finance Committee for approval the request to transfer \$270 from the Reserve Fund to account #001-245-5124-0000 (Electrical Inspector Part-time Salary) to provide funding to pay for services of Bill Morehouse, Assistant Electrical Inspector. Seconded by Selectman Bak. **Approved 5-0.**
- Appointment of Tax Collector
Further to the request of the Town Administrator, Chair Amoroso moved to appoint Mary P. Shemowat as the Boxborough Tax Collector for a term commencing May 19, 2015 and ending on June 30, 2016. Seconded by Selectman Gorman. Selectman Bak suggested that the Board consider only an initial appointment until June 30 of the current year and then reappoint as part of the annual "appoint-a-thon". With less than six weeks left in the fiscal year, the Board opted to move forward with an appointment through 2016. **Approved 5-0.**
- Ratification and Execution of Memoranda of Agreements between the Town and each of the collective bargaining units
Selectman Fox moved to ratify and execute the "Memorandum of Agreement between the Town of Boxborough and Massachusetts Coalition of Police, Local 200 for Successor Collective Bargaining Agreement", dated 5/5/15, for the period of July 1, 2015 through June 30, 2018. Seconded by Member Stemple. **Approved 5 - 0.**

Selectman Stemple moved to ratify and execute the "Memorandum of Agreement between the Town of Boxborough and Massachusetts Coalition of Police, Local 200A, Dispatch for Successor Collective Bargaining Agreement", dated 5/5/15, for the period of July 1, 2015 through June 30, 2018. **Approved 5 - 0.**

Selectman Gorman moved to ratify and execute the “Memorandum of Agreement between the Town of Boxborough and Boxborough Professional Firefighters, Local 4601 for Successor Collective Bargaining Agreement”, dated 5/5/15, for the period of July 1, 2015 through June 30, 2018. **Approved 5 – 0.**

OLD BUSINESS

- Special/Annual Town Meeting
Article 21A - Public Safety Building Programmatic Review and Schematic Design. Chair Amoroso related discussions he had with some members of the Finance Committee. FinCom supports moving forward to better define the town’s requirements for the public safety facility; however, they do not believe that town should rush into schematic design. FinCom is planning to provide an amendment on town meeting floor for a lesser appropriation, as well as a decreased scope. The Moderator would like the Board and FinCom to come to a mutual understanding on the process for presenting the article. The Selectmen discussed how the article would be approached at Town Meeting. The BoS will move the article and provide a presentation, FinCom will provide recommendation, FinCom will amend, town meeting will vote on amendment and then possibly back to main motion. Discussion moved on to how best to proceed with the project. General agreement that nothing would be gained by delaying. Selectman Gorman suggested that the consultant should be directed to provide options for the upper and lower cost bounds that the Board thinks the town would support. Chair Amoroso said that the minimum needs for public safety and state requirements should be examined, and the associated costs should be provided. Then an array of options and associated costs should be presented and reviewed. Selectman Bak sought to understand why the second study was more expensive than the first, and what the town would be getting this time around that has not already been provided. Selectman Gorman explained that the cost estimates provided in stage one were based on general square footage estimates. A professional construction cost estimator would be utilized in the second stage; more options would be reviewed; architect would provide engineered design drawings. The BoS generally agreed to move forward as planned since there was no apparent rational basis to decrease the request as presented in the warrant.

ADJOURN

- The meeting was adjourned at 6:45 PM.



BOARD OF SELECTMEN
Meeting Agenda
May 11, 2015
Blanchard Memorial School
Administrative Conference Room (201B)

1. CALL TO ORDER, 6:00 PM

2. MINUTES

- a) Regular session, April 6, 2015
- b) Executive session, April 27, 2015
- c) Executive session, May 4, 2015

ACCEPT & POF
ACCEPT & POF
ACCEPT & POF

3. OLD BUSINESS

- a) Special/Annual Town Meeting
 - i. Public Safety Building Programmatic Review and Schematic Design
 - ii. Final preparations

4. NEW BUSINESS

- a) Reserve Fund Transfer Requests
 - i. Electrical Inspector Part-time Salary
Move to forward to the Finance Committee for approval the request to transfer \$270.00 from the Reserve Fund to account #001-245-5124-0000 (Electrical Inspector PT Salary) to provide funding to pay for services of Bill Morehouse, Assistant Electrical Inspector

VOTE:

- b) Appointment of Tax Collector
Further to the request of the Town Administrator, move to appoint Mary P. Shemowat as the Boxborough Tax Collector for a term commencing May 19, 2015 and ending on June 30, 2016
- c) Ratification and Execution of Memoranda of Agreements between the Town and each of the collective bargaining units

VOTE:

- i. Memorandum of Agreement between the Town of Boxborough and Massachusetts Coalition of Police, Local 200 for Successor Collective Bargaining Agreement for the period of July 1, 2015 through June 30, 2018

Move to ratify and execute the "Memorandum of Agreement between the Town of Boxborough and Massachusetts Coalition of Police, Local 200 for Successor Collective Bargaining Agreement", dated 5/5/15, for the period of July 1, 2015 through June 30, 2018

VOTE:

- ii. Memorandum of Agreement between the Town of Boxborough and Massachusetts Coalition of Police, Local 200A, Dispatch for Successor Collective Bargaining Agreement for the period of July 1, 2015 through June 30, 2018

Move to ratify and execute the "Memorandum of Agreement between the Town of Boxborough and Massachusetts Coalition of Police, Local 200A, Dispatch for Successor Collective Bargaining Agreement", dated 5/5/15, for the period of July 1, 2015 through June 30, 2018

VOTE:

- iii. Memorandum of Agreement between the Town of Boxborough and Boxborough Professional Firefighters, Local 4601 for Successor Collective Bargaining Agreement for the period of July 1, 2015 through June 30, 2018

Move to ratify and execute the "Memorandum of Agreement between the Town of Boxborough and Boxborough Professional Firefighters, Local 4601 for Successor Collective Bargaining Agreement", dated 5/5/15, for the period of July 1, 2015 through June 30, 2018

VOTE:

5. ADJOURN



BOARD OF SELECTMEN
Meeting Minutes
April 6, 2015

APPROVED: _____

PRESENT: Robert Stemple, Chair Pro Tem; Les Fox, Member; Jim Gorman, Member and Susan Bak, Member

ABSENT: Vincent Amoroso

ALSO PRESENT: Selina Shaw, Town Administrator

EXECUTIVE SESSION

- At 7:03 PM, Chair Pro Tem Stemple 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 7:30 PM in the Grange meeting room to continue the regular business on the agenda. Seconded by Member Bak. **Approved 4-0** by a roll call vote: Fox, aye; Gorman, aye; Stemple, aye; and Bak, aye. It was noted that open meeting may have a detrimental effect on the bargaining position of the Board.

Chair Pro Tem Stemple re-convened the meeting at 7:30 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 Pro Tem Stemple read the announcements.

APPOINTMENTS

- Recreation Commission Chair, Kevin Lehner was present to introduce Claudine Lesk, as a candidate for appointment to the Recreation Commission. Lehner advised that Lesk's appointment will fill one of their two vacancies and they may have another resident interested in joining. Lesk spoke about her background, family and her interest in participating in the Boxborough community. Further to the recommendation of the Recreation Commission, Member Bak moved to appoint Claudine Lesk to the Commission for a term effective immediately and ending on June 30, 2017. Seconded by Member Fox. **Approved 4-0.**

As RecCom Chair Lehner was present the Board took Agenda Item 8c out of order so he could participate in discussion.

NEW BUSINESS

- The Selectmen took up the Athletic Field Permit fee waiver request from AccesSport America. RecCom Chair Lehner and Ms. Lesk remained for this discussion. There was a review of AccesSports' purpose; history using Boxborough fields and their previous fee waiver requests. It was determined that organization seeking fee waivers, such as AccesSports, will need to submit a waiver request for each period (i.e. season) for which they are requesting to use these fields. Member Bak moved to approve the request from AccesSport America to waive the permit fee for the use of Liberty soccer fields on April 18, 25, May 2, 9, 16 and 30. Seconded by Member Fox. **Approved 4-0.**

APPOINTMENTS (Continued)

- DPW Director, Tom Garmon was present to present several items to the Selectmen. The first matter was to seek Selectmen approval of the proposed updates Transfer Station Rules & Regulations, for FY 16. Most are minor changes; tightening up the language and consolidating the bulk item categories. The significant change deals with on-line registration for stickers and bulk disposal permits available for FY 16. This new on-line option is on-track and should be available in June. Paper applications will still be accepted. There was a minor numbering edit. Further to the recommendation of the DPW Director, Member Gorman moved to approve the "Transfer Station Regulations FY 16" as provided in the version footed "For BoS Review 4-6-2015", as revised. Seconded by Member Bak. **Approved 4-0.**

The board took agenda items #8aiii, #8d, and #8ai out of order

NEW BUSINESS (Continued)

- Director Garmon updated the Selectmen on various repairs and maintenance to the Hager Well site & related facilities and to a Reserve Fund Transfer to cover these expenses. There were several significant, unanticipated repairs needed in FY 15 and this winter's the extreme temperatures so electrical costs [heating] that were significantly higher than what had been budgeted. Member Gorman moved to forward to the Finance Committee for approval the request to transfer \$10,000 from the Reserve Fund to account #001-425-5243-0000 (Hager Well Maintenance and Electric) to provide for monies to pay for the replacement of a well pump and 100' of galvanized pipe and dousing pumps on septic systems. Seconded by Member Bak. **Approved 4-0.**
- Director Garmon requested that the Board accept MassDoT WRAP funding. This is similar to a program that was implemented last spring – to repair roadway damaged or degraded due to winter weather. Last year we used these funds for crack-sealing, “pot-hole” and guardrail repairs and the DPW acquired a “hot-box” asphalt heater for paving repairs. This amount is similar to what was offered last year and would be used for similar repairs. Chief Ryder was present and suggested that line painting be considered. Member Gorman moved to accept up to \$32,874 from MassDoT under the Winter Recovery Assistance Program (WRAP) for roadway repairs resulting from this year's harsh winter weather. Seconded by Member Bak. **Approved 4-0.**
- The Board took up a Reserve Fund Transfer (RFT) request. The Board had previously approved a RFT to purchase tax collection software from a new vendor. This RFT is to cover the cost to transfer the Town's tax data from the current vendor. Chair Pro Tem Stemple moved to forward to the Finance Committee for approval the request to transfer \$4,700 from the Reserve Fund to account #001-135-5305-0000 (Accountant Software Support) to provide for the extraction of motor vehicle, real estate and personal property data by Point Software. Seconded by Member Bak. **Approved 4-0.**

APPOINTMENTS (Continued)

- Fire Chief, Randolph White provided a brief update on proposed public safety radio infrastructure improvements, including utility pole at the Town Museum on Middle Road. Members of the public were present for this discussion. Chief White clarified that the Middle Road “pole” is not a cell tower site, and that the town has no intention putting a cell site at this location. When this public safety radio infrastructure improvement project was initially presented the consultant had recommended adding the Middle Road pole as a relay station; augmenting the Town's radio service from existing sites on the Hager property and Swanson Road. The intention is to provide the best and most reliable public safety communication system to insure the safety of this community. At this point the consultant is recommending that, in order to clear the tree line the existing, pole be replaced with a 65 foot pole with antennas and dishes attached. Chief White advised that a public forum on this matter is being organized; it will then be posted and publicized. At that meeting more detail will be provided and residents can ask their questions. After the Selectmen provided their input the Chair opened floor to questions. The Chief responded to these concerns – The signal must clear the tree line; so the height of the pole needed to be increased. Though there is a pole at the corner of Hill & Middle Roads (Town Center) the infrastructure needs to be housed at the Museum so it is cost prohibitive to run the line from the Museum out to this other location. This pole would solely be for public safety communication purposes; there will be no renting out space to cellular companies. There are also state/federal regulations that need to be compiled with. Dish technology will be used and the data on emission levels will be provided at this upcoming public forum.
- Housing Board (BHB) Chair, Al Murphy, Planning Board Chair, Owen Neville and Town Planner, Adam Duchesneau were present to review the Town's Housing Production Plan (HPP). There was discussion as to content & the detail provided in the Plan; and the hard work of everyone involved. There was also discussion about the Town's housing needs of the town and the impact of future development. Member Fox moved to endorse “Boxborough Housing Production Plan Prepared on Behalf of the Boxborough Board of Selectmen March 2015” and to authorize the Chair to sign and submit to the Department of Housing and Community Development. Seconded by Member Gorman. **Approved 4-0.**
- BHB Chair Murphy and Planner Duchesneau remained to discuss extending the term of the Intermunicipal Agreement for Regional Housing Consultant Services. This is a housing services collaborative managed through the Town of Hudson. Member Fox provided background on this program and the services they provide. Their assistance was essential in the development of the HPP. The BHB has voted to seek Affordable Housing Trust funding for this. The intention is to seek CPA funding in the future. This IMA, inadvertently, was allowed to lapse and tonight's vote would bring it current. This IMA will need to be renewed again in the near future for FY 16. Conditional on appropriation of funds from the Boxborough Affordable Housing Trust, Member Fox moved to renew the Intermunicipal Agreement by and between the Towns of Hudson, Littleton, Boxborough, Stow and Bolton for the purpose of sharing the services and costs of a common Regional Housing Consultant for a second one-year term, commencing on January 1, 2015 and expiring on December 31, 2015. Seconded by Member Gorman. **Approved 4-0.**
- No one asked to speak under the Citizens concerns.

MINUTES

- Member Fox moved to accept the minutes for the regular session, March 9, 2015, as revised. Seconded by Member Bak. **Approved 4-0.**
- Member Bak moved to accept the minutes for the regular session, March 16, 2015, as revised. Seconded by Member Gorman. **Approved 3-0-1(Stemple, Gorman, Bak); Disapproved - 0; and Abstained -1 (Fox).**

The Selectmen passed over approval of the executive session minutes of March 16, 2015 and March 24, 2015.

SELECTMEN REPORTS

- Member Fox reported that the work is progressing on the Town's Housing Plan.

He also reported on the Master Plan Update Comm. The MAPC consultants have presented a preliminary view of the website structure. Proposal is to provide the final Master Plan electronically only. There were updates on several items such as local services. The next meeting will focus on economic development.

- He also related Chair Amoroso update on the Energy Comm.'s Solar Initiative project and the related RFP. EnCom has been working with their Littleton counterparts about joining forces. This would allow our communities to open a larger customer pool which could result a better pricing tier structure for consumers. Littleton's TA supports this effort. The pros and cons of joining with Littleton on this were discussed. EnCom is updating the financial data and should have it available in the next few weeks.
- Member Bak deferred her report until the Personnel Plan Article discussion.
- Member Gorman reported that spoken to the Fire Chief on various matters. He was also provided an update on the upcoming paving project by the DPW Director. Due to winter road damage the contractor will not be available to start this project until May. In the meantime DPW will proceed with their preparations on these roads.
- Chair Pro Tem Stemple reported that FinCom moved on a significant number of warrant articles and budget lines at their last meeting. They are actively working with Selectmen on a number of articles and budgets.

OLD BUSINESS

- The Board took up review of Special/Annual Town Meeting articles; final votes and the signing of the warrant.
 - Member Bak opened by presenting further revision to the proposed revised Personnel Plan to address DPW snow & ice removal overtime. Member Bak moved to approve the new language proposed by the Personnel Board related to compensation to DPW workers for snow and ice removal. Seconded by Member Gorman. **Approved 4-0.**
 - There was discussion on the Selectmen's recommendation on the petition article. Member Gorman moved to support the recommendation drafted by BoS Chair Vince Amoroso to not recommend Article 29 – "Restoring and Maintaining Constitutional Governance Resolution of Boxborough, Massachusetts". Seconded by Member Bak. **Approved 4-0.**
 - There was discussion of Article #5 - FY 16 Budget – Selectmen and FinCom positions on various items; mechanisms to fund (i.e. RFT, Amending Article #5). TA Shaw provided updates on the FinCom budget votes taking place tonight. There was discussion of other revisions to articles to explanation and expand on the information provided. (i.e. Consent Agenda, CPA and Personnel Plan revisions) -
 - The Selectmen support two-man coverage for all Police shifts, FinCom does not. Member Gorman moved that the Selectmen place a footnote on Article #5 proposing an amendment, on Town Meeting Floor, to Police Salary line #210 on TM floor the police budget to cover two man shift cover. Seconded by Member Fox. **Approved 4-0.**
 - The FinCom has reduced the Selectmen's proposed IT budget. TA Shaw reiterated previous discussions, and Counsel's opinion, about no longer funding these services from off-budget sources. Member Gorman moved that the Selectmen place a footnote on Article #5 proposing an amendment, on Town Meeting Floor, to Technology line #156 on TM floor the police budget to cover to restore the Selectmen's submitted amount. Seconded by Chair Pro Tem Stemple. **Approved 4-0.**

It was noted that the Library Trustees may also be looking to amend the Library salary line on Town Meeting Floor.

NEW BUSINESS (Continued)

- The Board took up the rest of the Reserve Fund Transfer requests:
 - Chair Pro Tem Stemple moved to forward to the Finance Committee for approval the request to transfer \$750 from the Reserve Fund to account #001-292-5711-0000 (ACO -Travel) to provide for monies to reimburse travel expenses of the Animal Control Officer – Dogs and Cats. Seconded by Member Fox. **Approved 4-0.**

- Chair Pro Tem Stemple moved to forward to the Finance Committee for approval the request to transfer \$500 from the Reserve Fund to account #001-619-5241-0000 (Historical Commission Bldg/Grounds Maintenance) to provide for monies to pay for alarm service calls and a replacement alarm at the Town museum. Seconded by Member Gorman. **Approved 4-0.**
- The Selectmen took up the Boxborough District Minutemen Company - Request for Fifer's day permits (field use, common victualler and wine and beer). It was moved and seconded to approve the application of the Boxborough District Minuteman Company for a one-day wine and malt beverages license, subject to receipt of adequate insurance coverage, and to approve a temporary common victualler's license for Fifer's Day Festival, to be held on June 20, 2015 (rain date June 21, 2015), at Flerra Field; further to waive the fees associated with these licenses and for the athletic field permit. **Approved 4-0.**
- The Board discussed Town Clerk's email and materials supporting her recommendation that polling hours be reduced for the Annual Town Election. This is an uncontested election and the Town Clerk is anticipating very low voter turnout. Further to the recommendation of the Town Clerk, Chair Pro Tem Stemple moved to set the polling hours for the Annual Municipal Election, to be held on Monday, May 18, 2015, from 12:00 PM to 8:00 PM. Seconded by Member Bak. **Approved 4-0.**
- The Selectmen took up the re-appointment of Metropolitan Area Planning Council (MAPC) representative. Member Fox agreed to serve as Boxborough's MAPC representative. It was also noted that Planning Board member John Markiewicz as agreed to serve as an alternate.
 - In accordance with the provisions of Massachusetts General Law, Chapter 40B, section 24, Chair Pro Tem Stemple moved to re-appoint Les Fox as the Town of Boxborough's representative to the Metropolitan Area Planning Council for a three-year term commencing on May 1, 2015 and ending on April 30, 2018. Seconded by Member Bak. **Approved 4-0.**
 - In accordance with the provisions of Massachusetts General Law, Chapter 40B, section 24, Chair Pro Tem Stemple moved to appoint John Markiewicz as the Town of Boxborough's alternative representative to the Metropolitan Area Planning Council for a three-year term commencing on May 1, 2015 and ending on April 30, 2018. Seconded by Member Fox. **Approved 4-0.**
- The Board discussed a Memorandum of Agreement between the Town and the Firefighters Union, to compensate Lt. Gray for assuming additional responsibilities since the Chief was injured. Chair Pro Tem Stemple recused himself from this vote, but provided the background and explanation of what necessitated of this action. Member Gorman moved to ratify and execute the Memorandum of Agreement between the Town of Boxborough and Boxborough Professional Firefighters, Local 4601, to compensate Lt. Shawn Gray for assuming responsibility for the administration of the Boxborough Fire Department during the Chief's absence and period of light duty, as from February 13, 2015 until the Chief returns to active duty. Seconded by Member Bak. **Approved 3-0-1. (Fox, Gorman, Bak); Disapproved - 0; and Recused -1 (Stemple).**

ADJOURN

- The meeting was adjourned at 9:38 PM.

Selina Shaw

3 a i

From: Vince Amoroso <amorosovm@gmail.com>
Sent: Thursday, May 07, 2015 5:01 PM
To: Board of Selectmen - General
Subject: Fwd: Vince, Re: Public Safety Facilities

FYI in preparation for Monday.

Not for discussion outside of public meeting.

Vincent M. Amoroso, Esq.
351 Liberty Square Road
Boxborough, MA 01719
h-978-263-7522
w-617-877-8076

----- Forwarded message -----

From: **Vince Amoroso** <amorosovm@gmail.com>
Date: Thu, May 7, 2015 at 4:59 PM
Subject: Re: Vince, Re: Public Safety Facilities
To: Jeffrey Scott [REDACTED]
Cc: Dilip Subramanyam [REDACTED], "John.rosamond" [REDACTED]

Jeff,

The other item we discussed was identifying possible sites and costs of staging, if necessary, to allow us to continue providing services while renovations are underway. Otherwise complete.

As I mentioned, I will defer to Jim Gorman and Les Fox on the costs of such a study, as they are more familiar than I am with that question.

Let me know what the FinCom will support so we can discuss it at our 6PM BoS meeting on Monday.

Thanks,

-Vince

Vincent M. Amoroso, Esq.
351 Liberty Square Road
Boxborough, MA 01719
h-978-263-7522

On Thu, May 7, 2015 at 4:40 PM, Jeff Scott <[REDACTED]> wrote:
Dear Vince,

Thank you for our call this morning, following up on your discussion with Dilip yesterday. My day has been hectic, so I apologize for not getting this summary of our discussion to you before now.

As we discussed, FinCom supports continued work to define the town's requirements for its public safety facilities. No one wants to lose a year. Before commissioning more detailed designs, we believe that additional work is required to establish clear requirements, separating the 'must haves' from optional considerations, building on the work that has been done.

You and I discussed the possibility of coming together around a modified Article 21(A). We talked about structuring work in two phases, both of which will require the assistance of facility / design experts (consultants):

(1) Requirements:

- Define absolute must haves - legal and safety requirements for our facilities - for Fire and Police facilities.
- Define additional options for consideration.
- Consider alternative approaches to resource requirements - use of other sites, collaboration with other towns, etc.
- Engage broader and more active Town participation in discussing and prioritizing needs.
- Establish a recommended priority set.

(2) Ballpark cost estimates and recommendations:

- Ask consultants to develop rough cost requirements for core requirements and optional features.
- Consider other Town factors that could impact recommendations: other facility needs (e.g. DPW), fit with the Town Master Plan.
- Recommend scenario(s) to bring forward to ATM'16 for detailed design.

FinCom was thinking of only Phase (1) with funding of \$15-\$20K. I would be comfortable talking with members about funding more work along these lines. Did I capture our discussion fairly?

Regards,
Jeff

--

Jeffrey R. Scott, Principal
[REDACTED]



Reserve Fund Transfer Request

Date: 4/29/15

It is requested by the undersigned that the sum of \$ 270.00 be transferred from the Reserve Fund to:

UMAS Acct. # 001-245-5124-0000

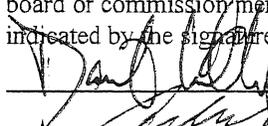
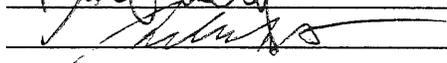
(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Electrical Inspector PT Salary

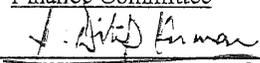
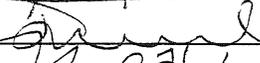
The balance in the line item as of 4/29/15 (Date) is \$ 0. An amount of \$ 0 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

As a matter of policy, the fire department calls in the Building Inspector and Electrical or Gas Inspectors in the case of any incident that affects the structure or occupant safety. In February, a pipe at the school burst directly above the electrical room creating an emergency response by both the Building Inspector and the Electrical Inspector. Our regular Electrical Inspector was out of town and the alternate Electrical Inspector was called in. Our regular inspectors perform this duty as part of their regular compensation. As an alternate inspector, the town is obligated to pay the invoice provided. This is a rare occurrence and therefore there is \$0 budgeted annually.

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

	(Signature)	Dave Lindberg - Building Inspector	(Title)
	(Signature)	Selina Shaw - Town Administrator	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

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

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
_____	_____		5/4/15
_____	_____		5/4/15
_____	_____		5/4/15
_____	_____		5/4/15
_____	_____		5/4/15

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	_____	_____

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TOWN OF BOXBOROUGH
MARY P. SHEMOWAT, TAX COLLECTOR
29 Middle Road
Boxborough, Massachusetts 01719
Phone: (978) 264-1718 · Fax: (978) 264-3127
mshemowat@boxborough-ma.gov

April 22, 2015

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

Dear Board of Selectmen,

May 18, 2015 marks the end of my tenth term/thirty years as an elected Collector of Taxes for the Town of Boxborough. I would like to continue my work as the Town's first appointed Collector of Taxes until such time as I decide to retire. Your consideration in this matter would be greatly appreciated and I look forward to hearing from you.

Mary P. Shemowat, CMMC
Tax Collector

✓ Cc: Selina Shaw

4 2 1
MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF BOXBOROUGH
AND
MASSACHUSETTS COALITION OF POLICE, LOCAL 200
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
5/5/15

The parties hereby agree to a new collective bargaining agreement for the period of July 1, 2015 through June 30, 2018 which shall carry forward all of the terms of the parties' most recently expired collective bargaining agreement, except as modified by the following:

Article 11 – Hours of Work

(S 1) The Detective/Court Prosecutor assignment will work 5-2, M-F, day schedule with 17 comp days to be accrued as follows: July 31 (1 day), August 31 (1.5), September 30 (1.5), October 31 (1.5), November 30 (1.5), December 31 (1.5), January 31 (1), February 28 (1.5), March 31 (1.5), April 30 (1.5), May 31 (1.5) June 30 (1.5) (17 total).

A stipend in the amount of \$125.00 per month shall be paid to the officer actually performing the Detective/Court Prosecutor 5/2 duties during that month. In the event that the Chief of Police adds a Detective 4/2 assignment, the amount of the monthly stipend shall be apportioned between the officers actually performing the Detective duties during a given month as follows: Detective/Court Prosecutor 5/2 = \$83.34 and Detective 4/2 = \$41.66. At no time shall the total amount of stipend paid in any one month to all officers exceed \$125.00.

Article 12 - Wages

(S 2) Movement on steps contingent on absence of significant discipline to be defined as follows: "Employees will be moved to the next step unless she/he has been issued a suspension for misconduct of three (3) or more days during the most recent fiscal year. Should the discipline be subsequently reduced below three (3) days by an Arbitrator or by agreement, the employee shall receive the step increase retroactive to July 1st of the applicable year."

(S 3) Wages: 3.25% (FY16) – 3.0% (FY17) - 2.75% (FY18)

Steps: Increase # steps (7 to 9), with 2.6% between steps, for employees hired on 7/1/15 or after

(S 4) Effective 7/1/15, increase shift differentials to \$0.80/hr. (evening); \$1.20 (overnight)

(S 5) Increase education incentive for non-Quinn eligible employees to following new amounts:

Year 1: \$2,500 for associate's; \$4,500 for bachelor's; \$5,500 for master's

Year 2: \$3,000 for associate's; \$5,000 for bachelor's; \$6,000 for master's

Article 14 - Promotions

(S 2) Town proposal - Delete "Promotion", replace with "Assignment" so that it now reads "Temporary Assignment"

Article 15 – Details

(S 2) Increase rates to \$49/hr. (FY16); \$50/hr. (FY17); \$51/hr. (FY18)

Add language – any hours over 8 shall be billed in 4-hour increments at OT (time and a half)

Add language to require contractor to provide a 2-hour cancellation notice

Article 17 - Vacation

(S 1) Revise accrual date from FY to date of hire

Article 24 - Benefits

Add health insurance waiver stipend of \$2,400.00 with following terms:

- Stipend to be paid monthly at rate of \$200.00 per month for each month that employee does not receive health insurance through the Town
- To be eligible for stipend, employee must have been enrolled in Town's health insurance plan during the entire preceding fiscal year
- Employee must provide proof of outside health insurance coverage
- Employee will only have one opportunity during term of CBA to opt out of Town's plan and to receive stipend

Dental insurance to be provided and paid by employee

For the Town of Boxborough

For MCOP, Local 200

Handwritten signatures in black ink over five horizontal lines.

Dated: _____

Dated: 5/6/15

Police FY 16 - 18
3.25%-3.00%-2.75% COLA

	FY15 (2088 hours)	FY 16 (2096 hours)	FY17 (2088 hours)	FY18 (2080 hours)
Sergeants		\$ 218,235.52		
Shift Dif		\$ 2,336.00		
Holidays Worked		\$ 2,082.40		
Total Sergeants	\$ 195,112.40	\$ 222,653.92	\$ 228,356.00	\$ 233,735.00
FT Officers		\$ 444,252.18		
Shift Dif		\$ 9,344.00		
Holidays Worked		\$ 6,176.90		
Detective Stipend		\$ 1,500.00		
Total Officers	\$ 390,305.67	\$ 461,273.08	\$ 477,154.00	\$ 492,192.00
Education	\$ 78,735.63			
OT - CBU				
Earned Time Coverage				
by Sergeants		\$ 18,325.12	\$ 18,870.72	\$ 19,393.44
by FT		\$ 46,871.75	\$ 48,707.68	\$ 50,469.14
Total	\$ 71,505.79	\$ 65,196.87	\$ 67,578.40	\$ 69,862.58
Training Coverage				
by Sergeants		\$ 8,329.60	\$ 8,577.60	\$ 8,815.20
By FT		\$ 14,533.88	\$ 15,103.16	\$ 15,649.35
Total	\$ 43,576.99	\$ 22,863.48	\$ 23,680.76	\$ 24,464.55
Court/Investigations				
Sgt	\$ 6,351.35	\$ 6,663.68		
Ft	\$ 16,739.10	\$ 15,987.26		
Ft (investigations)	\$ 6,121.73	\$ 3,633.47		
Total	\$ 29,212.17	\$ 26,284.41	\$ 27,251.34	\$ 28,178.78
Dept & Staff Meetings				
Sgts	\$ 1,209.78	\$ 1,249.44		
FT	\$ 2,512.96	\$ 2,543.43		
Sgts (Staff)	\$ 2,419.56	\$ 2,498.88		
Total	\$ 6,142.30	\$ 6,291.75	\$ 6,502.97	\$ 6,705.48
OT CBU	\$ 150,437.26	\$ 120,636.51	\$ 125,013.47	\$ 129,211.38
Details	\$ 8,608.68	\$ 13,276.00	\$ 13,754.00	\$ 14,214.00
Total CBU	\$ 823,199.64	\$ 817,839.51	\$ 844,277.47	\$ 869,352.38

-0.65% 3.23% 2.97%

Police FY 16 - 18
3.25%-3.0%-2.75% COLA
ALL SHIFTS COVERED

	FY15 (2088 hours)	FY 16 (2096 hours)	FY17 (2088 hours)	FY18 (2080 hours)
Sergeants		\$ 218,235.52		
Shift Dif		\$ 2,336.00		
Holidays Worked		\$ 2,082.40		
Total Sergeants	\$ 195,112.40	\$ 222,653.92	\$ 228,356.00	\$ 233,735.00
FT Officers		\$ 444,252.18		
Shift Dif		\$ 9,344.00		
Holidays Worked		\$ 6,176.90		
Detective Stipend		\$ 1,500.00		
Total Officers	\$ 390,305.67	\$ 461,273.08	\$ 477,154.00	\$ 492,192.00
Education	\$ 78,735.63			
OT - CBU				
Earned Time Coverage				
by Sergeants		\$ 24,572.32	\$ 25,303.92	\$ 26,004.84
by FT		\$ 65,039.10	\$ 67,586.63	\$ 70,030.82
Total	\$ 71,505.79	\$ 89,611.42	\$ 92,890.55	\$ 96,035.66
Training Coverage				
by Sergeants		\$ 8,329.60	\$ 8,577.60	\$ 8,815.20
By FT		\$ 14,533.88	\$ 15,103.16	\$ 15,649.35
Total	\$ 43,576.99	\$ 22,863.48	\$ 23,680.76	\$ 24,464.55
Court/Investigations				
Sgt	\$ 6,351.35	\$ 6,663.68		
Ft	\$ 16,739.10	\$ 15,987.26		
Ft (investigations)	\$ 6,121.73	\$ 3,633.47		
Total	\$ 29,212.17	\$ 26,284.41	\$ 27,251.34	\$ 28,178.78
Dept & Staff Meetings				
Sgts	\$ 1,209.78	\$ 1,249.44		
FT	\$ 2,512.96	\$ 2,543.43		
Sgts (Staff)	\$ 2,419.56	\$ 2,498.88		
Total	\$ 6,142.30	\$ 6,291.75	\$ 6,502.97	\$ 6,705.48
OT CBU	\$ 150,437.26	\$ 145,051.06	\$ 150,325.62	\$ 155,384.46
Details	\$ 8,608.68	\$ 13,276.00	\$ 13,754.00	\$ 14,214.00
Total CBU	\$ 823,199.64	\$ 842,254.06	\$ 869,589.62	\$ 895,525.46
		2.31%	3.25%	2.98%

4 c ii

MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF BOXBOROUGH
AND
MASSACHUSETTS COALITION OF POLICE, LOCAL 200A
DISPATCH
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
5/5/15

The parties hereby agree to a new collective bargaining agreement which shall carry forward all of the terms of the parties' most recently expired collective bargaining agreement, except as modified by the following:

Article 10 - Overtime/Shift Assignments/Call Back & Call In/Comp Time

(S. 1) Delete Sections 4 and 6 and revise Section 1 to read as follows:

SECTION 1. Overtime

If a regular full-time EMPLOYEE is held over on duty for four (4) hours or less in excess of his/her scheduled hours of duty or shift, as defined in Article 9 Section 2, by order of the Chiefs or their designee because of a public safety emergency, the EMPLOYEE shall be compensated for a minimum of one (1) hour at the rate of one and one-half times his/her base hourly rate set forth in Article 30 below. If a regular full-time EMPLOYEE is called back to duty outside of his/her regularly scheduled shift and voluntarily agrees to work same, the EMPLOYEE shall be compensated for a minimum of four (4) hours' pay at time and one half (1.5) for each call back. If a regular full-time EMPLOYEE is called back to duty outside of his/her regularly scheduled shift and is ordered to work same, the EMPLOYEE shall be compensated for a minimum of four (4) hours' pay at double (2) time for each call back. An EMPLOYEE who is ordered in on a paid Holiday, as listed in Article 12, shall be compensated at double (2) time plus the applicable Holiday pay. For each of the foregoing, the EMPLOYEE may elect to receive compensatory time in lieu of overtime pay, subject to the provisions of Article 10, Section 5.

The filling of these shifts shall be by the Chiefs or their designee. No EMPLOYEE shall be required to work during sick or bereavement time or the sixteen (16) hours immediately preceding or following the sick or bereavement time.

Each order in shift or partial shift shall be assigned to the EMPLOYEE who has been assigned the least number of order-in shifts thus far in the fiscal year; however, an EMPLOYEE who is out during a pre-approved vacation period shall be the last to be considered for an order-in shift. In the event that two or more EMPLOYEES have been assigned the same number of order in or partial shifts, the EMPLOYEE with the lesser amount of seniority shall be ordered in.

If an EMPLOYEE is ordered to work by the Chiefs or their designees during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days of like time for each day affected. In the event that a regularly scheduled unpaid day off falls within the vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days of compensatory time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

A vacation period shall be defined as a period which includes no less than eight (8) hours of vacation leave and begins at the end of the EMPLOYEE'S last scheduled shift prior to using vacation, personal and/or compensatory leave, and ends at the beginning of the EMPLOYEE'S first scheduled shift after the use of said time.

Vacation time, compensatory time, holiday time, bereavement time, sick time and personal time shall counted as hours worked for the purpose of determining when the EMPLOYEE shall be paid at one and one-half times his/her hourly base rate.

All overtime must be pre-approved by the Chiefs or their designee. EMPLOYEES are assigned to overtime shifts subject to department needs and at the discretion of the Chiefs or their designee.

EMPLOYEES are not permitted to work more than sixteen (16) hours in one twenty-four (24) period unless waived by the Chiefs or their designee because of a public safety emergency.

If an EMPLOYEE is unable to work an assigned shift, the shift will be posted and filled subject to the provisions of Section 3.

(S. 3) Full-time dispatchers to have right of refusal on the two (2) open shifts each week.

(S. 5) Delete Section 5(e) in its entirety (i.e. compensatory time for not using sick leave).

Article 30 - Wages

(S. 2) Revise second sentence of Section 2 to read as follows:

“New EMPLOYEES will be hired at Step 1 or another Step if so determined by the Chief, subject to the approval of the Board of Selectmen.”

(S. 3) Base wages: Dispatcher: 1.75% (FY16) - 2.50% (FY17) - 2.50% (FY18)
 Supervisor: 2.75% (FY16) - 2.50% (FY17) - 2.50% (FY18)

(S. 3) Steps: For employees hired on or after 7/1/15, increase the number of steps from 6 to 8, with 2.5% between each step (range from lowest to highest remains the same)

(S. 5) Increase evening and night differentials to following amounts:

7/1/16 - \$0.75 evening/\$1.05 night

7/1/17 - \$0.90 evening/\$1.20 night

Article 32 – Clothing Allowance

7/1/15 - increase annual amount from \$300 to \$350

Signing Bonus

One time signing bonus of \$750.00 to be paid to each bargaining unit member in separate check effective July 1, 2015.

TOWN OF BOXBOROUGH

MCOP, LOCAL 200A

Dated: _____

Dated: _____

521353/03700/0085

Dispatch FY 16 - 18
1.75% - 2.5% - 2.75% COLA

4 FT Dispatchers	FY15 (2088 hours)	FY 16 (2096 hours)	FY17 (2088 hours)	FY18 (2080 hours)	
Total Dispatchers Salary	\$ 177,767.52	\$ 186,418.00	\$ 192,550.00	\$ 198,886.00	
Basic Coverage for Earned Time					
Holiday	\$ 10,961.28				
Sick, Vac, Pers, Ber	\$ 28,681.68				
	\$ 39,642.96	\$ 41,427.45	\$ 42,786.90	\$ 44,203.59	
ROFR	\$ 17,479.68	\$ 33,351.00	\$ 34,445.00	\$ 35,586.00	
Training					
New Hire	\$ 6,487.20	\$ 6,602.40	\$ 6,768.00	\$ 6,937.20	
FT Dispatchers	\$ 3,985.92	\$ 4,168.80	\$ 4,305.60	\$ 4,448.16	
Total Training	\$ 10,473.12	\$ 10,771.20	\$ 11,073.60	\$ 11,385.36	
Storm or Event Coverage	\$ 1,028.40	\$ 1,042.20	\$ 1,076.40	\$ 1,112.04	
Order-in, Call Back or Call In	\$ 413.60	\$ 434.25	\$ 448.50	\$ 463.35	
TOTAL	\$ 246,805.28	\$ 273,444.10	\$ 282,380.40	\$ 291,636.34	
		10.79%	3.27%	3.28%	17.34%
Uniform Allowance	\$ 300.00	\$ 350.00	\$ 350.00	\$ 350.00	
Signing Bonus		\$ 3,000.00			
NEW TOTAL with other stipends	\$ 247,105.28	\$ 276,794.10	\$ 282,730.40	\$ 291,986.34	
		12.01%	2.14%	3.27%	17.43%

4 c iii

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF BOXBOROUGH
AND
BOXBOROUGH PROFESSIONAL FIREFIGHTERS, LOCAL 4601
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
5/5/15**

The parties hereby agree to a new collective bargaining agreement for the period of July 1, 2015 through June 30, 2018 which shall carry forward all of the terms of the parties' most recently expired collective bargaining agreement, except as modified by the following:

Article 7 - Hours of Work / Overtime / Call Back/ Order in to Duty

Increase offer time for unfilled shifts from 72 hours to 5 days.

Implement new rotating work schedule consisting of 24 hours on/48 hours off/24 hours on/96 hours off. Implementation of said schedule is subject to the hiring and training of a fifth full-time firefighter.

Insert following language in relation to 24 hour shift schedule: "After three (3) years from the date of implementation of the 24 hour shift schedule the Town determines that said schedule is not economically and/or operationally beneficial to the Town, the Town may revert to the shift schedule that was in effect prior to the implementation of the 24 hour shift schedule. Prior to making any changes in the 24 hour shift schedule, however, the Town will provide the Union with notice and an opportunity to bargain over the impacts of the Town's decision to revert to the prior shift schedule."

Make additional revisions to CBA as reflected in the attached to comport with new 24 hour shift schedule.

Article 8 - Duties

Insert following new paragraph to end of Section 3:

"In cases where the Fire Chief will be absent and unable to perform his/her duties for an extended period of time, an employee acting or working as the Chief will be compensated at 10.0% above his/her normal rate for the duration of the Chief's absence retroactive to the first day of such absence. Absences of the Chief attributable to his use of vacation and/or personal leave shall be excluded from this provision. For purposes of this provision, an extended period of time shall be defined as an absence of two (2) calendar weeks or longer."

Article 17 - Private Public Safety Detail

Effective July 1, 2015, revise Section 1 to read as follows:

"SECTION 1: Private-party public safety details shall be paid at fifty dollars (\$50.00) per hour with a four (4) hour minimum. If the detail is cancelled less than twenty-four (24) hours in advance, the party(ies) will be charged for a minimum of four (4) hours. Notice shall be made to the Boxborough Fire Department. After four (4) hours worked, an employee working the private detail will be compensated at the rate of fifty dollars (\$50) per hour, for a minimum of eight (8) hours. An employee working additional hours in excess of eight (8) hours will be compensated on an hour-to-hour basis at the rate of seventy-five dollars (\$75.00) per hour for those hours in excess of eight (8) hours. Any number of minutes into a new hour is considered a full hour for payment terms."

Article 21 - New Hires/Training Period

Incorporate into CBA side letter regarding new hires and reimbursement of training costs with reimbursement of training costs if FF leaves before third anniversary to be as follows:
< 1 yr. = 100%; 1 ≥ , but < 2 years = 66%; 2 ≥ , but < 3 years = 33%; 3 or more years: 0

Article 24 – Uniforms/Gear

Effective July 1, 2015, increase uniform allowance from \$850 per year to \$900 per year.

Revise first paragraph of Section 1 to read as follows:

“Employees will be issued a complete set-up consisting of five (5) pair of uniform pants, three (3) long-sleeved Class B uniform shirts, three (3) short-sleeved Class B uniform shirts, three short-sleeved Class C uniform shirts, one (1) long-sleeved job shirt, one (1) belt and badges (shirt, coat and wallet), one (1) uniform jacket (winter/spring style) and one (1) pair of work boots (NFPA approved).”

Article 29 – Emergency Medical Technicians

Increase minimum number of training hours from “28 hours” to “40 hours” .

Article 34 – Wages

Increase Firefighter/EMT wages as follows: 1.5% (FY16) – 1.75% (FY17) - 2.0% (FY18)

Effective July 1, 2016, increase Lieutenant pay from 13% to 14% above maximum Firefighter/EMT step.

For employees hired on or after 1/1/16, increase the number of steps from 6 to 8 with 2.5 % between each step.

For the Town of Boxborough

For Boxborough Professional Firefighters,
Local 4601

Shawn S. Gray President
[Signature] Vice President

Dated: _____

Dated: 5/7/2015

521367/03700/0153

MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF BOXBOROUGH
AND
BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION,
PFFM, LOCAL 4601

WHEREAS, the Town of Boxborough ("Town") and the Boxborough Professional Firefighters Association, PFFM, Local 4601 ("Union") have reached agreement on a new Collective Bargaining Agreement ("CBA") that is to be effective from July 1, 2015 to June 30, 2018;

WHEREAS, the Union acknowledges that the Town, when hiring new full-time firefighters, must commit significant resources to send said firefighters to the Massachusetts State Fire Academy ("Fire Academy") and/or to provide said firefighters with various other training at the Town's expense;

WHEREAS, the parties have discussed a repayment agreement that would require a new firefighter to repay the Town for its training costs on a prorated basis if the firefighter voluntarily resigns from his/her firefighter position prior to completing a minimum of three (3) years of service in said position with the Town;

NOW THEREFOR, the parties hereby agree as follows:

1. Effective July 1, 2015, all new Firefighter/EMT's will be required to sign a repayment agreement with the Town in the form attached hereto as Attachment A in which they agree to reimburse the Town for its training costs in the percentages set forth therein if they leave their position as a Firefighter/EMT prior to working for the Town on a full-time basis in such capacity for a period of at least three (3) years.
2. In the event that a Firefighter/EMT fails to repay the Town for said training costs in accordance with the provisions of Attachment A hereto, the Town may initiate legal proceedings and/or take other appropriate steps against the Firefighter/EMT to recover the amounts owed to the Town by the Firefighter/EMT under Attachment A.
3. The parties agree that the above provisions will be incorporated into their July 1, 2015 – June 30, 2018 CBA. The Union reserves its right during the parties' negotiations for a successor to said CBA to renegotiate over this matter.

For the Town of Boxborough,
By its Board of Selectmen,

For Boxborough Professional
Firefighters Association, PFFM, Local 4601,

Shawn S. Gray President
[Signature] Vice President

Dated: _____

Dated: 5/7/2015

ATTACHMENT A

FIRE ACADEMY
AND
TRAINING REIMBURSEMENT AGREEMENT
BETWEEN
TOWN OF BOXBOROUGH
AND
(Insert Firefighter Name)

This agreement is made this _____ day of _____, 20__ by and between the Town of Boxborough, acting by and through its Board of Selectmen (“Town”) and (insert firefighter name) (“Firefighter Candidate”).

1. The Firefighter Candidate understands that the Town is committing resources to send the Firefighter Candidate to the Massachusetts State Fire Academy (“Fire Academy”) and/or to provide the Firefighter Candidate with various other training at the Town’s expense as a result of the Town’s hiring of said Firefighter Candidate as a Firefighter/EMT. In consideration of the Firefighter Candidate’s attendance at the Fire Academy and the other training costs incurred by the Town, the Firefighter Candidate agrees to remain in the Town’s employ as a Firefighter/EMT for a minimum of three (3) years from the Candidate’s date of hire.
2. In the event the Firefighter Candidate voluntarily resigns his/her position prior to the completion of three (3) years of service with the Town as a Firefighter/EMT, the Firefighter Candidate will issue payment to the Town in the prorated amounts set forth below as reimbursement for the Fire Academy and/or other training costs incurred by the Town with respect to the Firefighter Candidate. Said payment shall be due and payable to the Town within thirty (30) days from the date of the Firefighter Candidate’s separation of employment.
 - Less than one (1) year of service: 100% (\$ _____)
 - More than one (1) year, but less than two (2) 66% (\$ _____)
 - More than two (2) years, but less than three (3) 33% (\$ _____)
 - Three (3) or more years 0% (\$0.00)
3. This Agreement is being entered into by the parties pursuant to the terms of the agreement between the Town and the Boxborough Professional Firefighters, PFF Local 4601.
4. The Firefighter Candidate acknowledges that, by this Agreement, he/she has been advised, in writing, that he/she may consult legal counsel prior to signing the Agreement and that to the extent he/she has wanted to consult with legal counsel, he/she has done so.
5. The Firefighter Candidate acknowledges that he/she has thoroughly read this Agreement, that he/she understands it and that he/she is entering into it of his/her own free will.

6. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

For the Town of Boxborough,
By its Board of Selectmen,

For (Insert employee name)

Dated: _____

Dated: _____

493237v.2/03700/0153

Fire
7/1/2016-6/30/2018
1.5%-1.75%-2.0%

5 FT Firefighters/EMTs	FY15	FY 16	FY17	FY18	
	4FT:	5FT:			
Total Full Time Salary	\$ 287,292.10	\$ 297,707.00	\$ 309,584.00	\$ 321,469.00	
Overtime	\$ 9,154.08	\$ 16,552.51	\$ 17,222.24	\$ 17,896.49	
Shift Coverage	\$ 8,367.49	\$ 7,734.82	\$ 8,047.78	\$ 8,362.85	
Training	\$ 48,289.53	\$ 49,812.22	\$ 51,827.68	\$ 53,856.74	
Academy		\$ 8,662.99	\$ 9,013.51	\$ 9,366.39	(Should only be in year 1)
Order In	\$ 2,563.14	\$ 7,507.00	\$ 7,705.00	\$ 7,860.00	
CBU OT	\$ 68,374.24	\$ 90,269.53	\$ 93,816.20	\$ 97,342.47	
Uniforms	\$ 3,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	
Total CBU	\$ 359,066.34	\$ 392,476.53	\$ 407,900.20	\$ 423,311.47	
		9.30%	3.93%	3.78%	17.01%
Per Diem Day	\$ 46,065.24	\$ 130,289.76	\$ 130,289.76	\$ 130,289.76	
Per Diem Night	\$ 172,171.44	\$ 91,202.84	\$ 91,202.84	\$ 91,202.84	
Per Diem Shift Coverage	\$ 14,034.96	\$ 12,482.43	\$ 12,482.43	\$ 12,482.43	
Per Diem Coverage	\$ 232,271.64	\$ 233,975.03	\$ 233,975.03	\$ 233,975.03	
TOTAL	4 FT: \$ 591,337.98	5 FT: \$ 626,451.56	\$ 641,875.23	\$ 657,286.50	
		5.94%	2.46%	2.40%	10.80%