



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**August 31, 2015**

**Approved September 14, 2015**

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

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

Chair Amoroso call the meeting to order at 7:00 P.M. in the Grange Meeting Room of the Town Hall.

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

**ANNOUNCEMENTS**

Chair Amoroso read the announcements

**APPOINTMENTS**

- Town Treasurer, Patrick McIntyre and Town Accountant, Jennifer Barrett were present to discuss several matters.
  - Treasurer McIntyre reviewed the OPEB (*Other Post-Employment Benefits*) Report. This analysis considered many factors. The numbers are slightly down from last year but otherwise overall performance is status quo. Removing the Blanchard Teachers in FY 15 lead to a downturn, however the Town will incur some OPEB liability for them, eventually, when the A-B District's begins to fund its OPEB obligation. The Town has been proactive in this by regularly contributing to its OPEB Trust (\$100,000 annually). This has allowed us to realize a superior bond rating; putting us in good shape financially. McIntyre advised that the Town cannot use existing trust funds to cover the OPEB portion of our AB assessment when it is incurred. It was suggested that the Town look at possibly "splitting" this annual funding commitment (\$100,000), in the future, between the Town's existing OPEB trust fund and the OPEB portion in our A-B assessments when the District begins to fund this liability. The data on the District's OPEB liability will be requested so it can be incorporated into our FY 17 budget calculations. Our AB School Committee members should be tracking this.
  - Town Accountant Barrett reviewed FY 14 Audit Report and Management Letter. She clarified that this report pertains to the Fiscal Year that closed June 30, 2014 and that she took over as Town Accountant at the midway through FY 14. Overall this was a positive report. She spoke to the three action items that were identified. One is more of a concern than an action item and historically has appeared on our audit report every year. However, she is working on addressing it by "tightening-up" accounting processes for fluctuating, miscellaneous revenue. In FY 14 and much of FY 15 she undertook a lot of cleaning-up of accounts. Specifically, her efforts regarding Charter Accounts resulted in one of the other items cited, however this was a one-time occurrence and as these accounts are now aligned with requirements and best-practices the issue(s) cited by the auditor should not be repeated. Since the close of FY 14 the Finance Team is also developed a written process to address Fraud Risk Assessment and Disaster Recovery cited issues and work continues on the necessary infrastructure. Chief Ryder has been working with Guardian Technologies on this. Chief Ryder was present and provided his input, on current processes, such as him physically placing the back-up disc in the Town Hall safe on a monthly basis and recent improvements such as VADAR providing redundancy through "Cloud" technology. There was also discussion regarding changes to GASB requirements concerning pension liability and the logistics of tracking this data.
  - Town Accountant Barrett referred to her memorandum concerning the taxability of vehicle use and uniform reimbursement issues. There have been changes to federal tax codes that mainly deal with how the town needs to report on employee related item such as use of town vehicles and uniform allowances/reimbursement. This IRS has been targeting these accounting practices; auditing some communities. There was discussion of the Fire Chief's 24/7 use of the department's command vehicle as an example. It was noted that Police vehicles are exempt from this requirement. Under the new requirement 24/7 vehicle usage could be considered a benefit of his employment and therefore taxable. She reviewed the exceptions to this, including the marking it as a town vehicle and restricting the cab space to only two passengers. She has discussed this with Chief White. He feels it would be too expensive to retrofit the current vehicle. They have also discussed the potential tax liability and potential financial impact on him. Accountant Barrett was asked to determine whether this would affect an employee's gross tax liability. No action was taken concerning the use of town vehicles as it relates to federal income tax withholding at this time.

- Accountant Barrett reported that the IRS now deems that any garment that can be “adaptable” for civilian wear is deemed a benefit. This affects how the Town handles an employee’s clothing allowance. She has addressed this concern by implementing for FY 16 a practice that if “uniform” items are purchased by the town directly from a vendor it is covered. However, if an employee purchases an item then seeks reimbursement, that reimbursement is considered taxable. She had only three employee reimbursement requests since she implemented this.
- Police Chief Warren Ryder, was present to present to discuss several matters.
  - Police Chief Warren Ryder presented a proposal to consider his temporary additional employment with another community. Townsend’s Police Chief will be retiring on September 15<sup>th</sup> and Ryder was approached about serving as their interim Police Chief. They have a police lieutenant but they are seeking someone from the outside to manage the department until they complete their search for a permanent Chief. There are other possible candidates for this position, such as retired Police Chiefs. Ryder would like the Selectmen’s approval before he proceeds to submit a proposal for the interim position. He would hold the title of Interim Chief, but it is his intention to serve in a capacity similar to a consultant; mentoring their lieutenant. His proposal is to work in Townsend 20-25 hours per week for three to six months. Ryder said this would not take away from his responsibilities as Boxborough’s full-time Police Chief and there would be no reduction in his hours here in Boxborough. His priority will still be to provide 24/7 coverage for Boxborough. He intends to work outside of his normal business hours to cover his time in Townsend, but may from time to time work alternate hours or use his earned time. He will also give up his outside road detail work; suspend work towards his Master’s degree as well as his time volunteering at his church. Ryder said that this additional employment would provide an excellent opportunity for him to grow professionally, to expand his knowledge and bring the experience back to Boxborough. He has said that he has already informed the Townsend stakeholders that he is not interested in the permanent position, and anticipates that he would assist in the selection process if retained. Ryder reported that the State Ethics Commission has issued a determination that there is no conflict as long as the respective duties don’t overlap. He will also be checking with the District Attorney’s office on the matter. The Selectmen noted that they would like to see something in writing memorializing the respective responsibilities and have Town Counsel’s input. Boxborough needs assurances that they will retain the services for which they contracted with the Chief. Questions were raised as to how this would be beneficial to Boxborough. Chair Amoroso said that he would like input from the Finance Committee on this matter. Ryder advised that he considers this a consulting position and most typically would work under a verbal agreement with the hiring community. He further noted that both towns retain the same town counsel. Ryder stated Boxborough would benefit by him having the opportunity to compare the management in the respective police departments. Member Fox stated that this experience could also be useful in the on-going discussion regarding potential regionalizing of services. Ryder is seeking an indication of support from the Selectmen so that he may submit his proposal to Townsend. Ryder provided a rough estimate of time he currently commits to outside police details, his Master’s degree and his church. Concern was voiced that there were many open questions and a lack of sufficient details at this time to approve this request for support. Chair Amoroso moved to give an initial indication of support for Chief Ryder to proceed to submit a proposal subject to returning to this Board at a future date for final approval and the execution of a Memorandum of Understanding that would pertain in the event you [he] take on that other responsibility, said Memorandum of Understanding to be reviewed by counsel. Seconded by Member Stemple. **Approved 4-0-1 (Member Bak Abstained).**
  - Though not on the agenda, there was a brief discussion on the Chief Ryder and White’s summary investigation concerning regionalizing public safety services and changing public officials’ attitude towards regionalizing.
  - Chief Ryder provided input on rescinding the Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace), which allows for weapons possession under specific conditions during the hunting season. Chief Ryder discussed the fall 2014 incident at a town facility referred to his memorandum. There was a review of the current exception policy – allowing for the possession on hunting weaponry during the fall/winter hunting season(s). There was also discussion on the statute that allows persons to lock a weapon in a vehicle when entering a public building and the 2<sup>nd</sup> Amendment. These policies only affect Town employees and Town facilities, not the general public. There is a very small group of employees that seek this exception annually. However, given the current climate if we can reduce the opportunity for violence to occur such as excluding the presence of weapons in the workplace we should. Further to the request of Police Chief Warren Ryder, Chair Amoroso moved to rescind the “Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace), which was approved by the Board of Selectmen on October 16, 2006. Seconded by Member Stemple. **Approved 5-0.**
  - Though not on the agenda, Chief Ryder provided an update on the violent incident that was in the news last week. Both victims are recovering and are back in Massachusetts. Two of his officers are flying out to Ohio to process alleged assailant and bring him back to the State. On a related matter, these officers had to personally front this expense and will need reimbursement. Chief Ryder proposed that the Selectmen consider obtaining a Town credit card to eliminate this issue. The Selectmen will ask the Town Accountant to look into this.

- Town Planner Adam Duchesneau was present to review the updates made to MassWorks Infrastructure Program Application packet for Route 111 Pedestrian Improvements and to ask that the Selectmen authorize its submission. He reviewed the status of the various funding sources allocated for this project, if this grant application is approved. He also advised that JPI Development has made a significant contribution towards this project. The DPW Director, MassDOT engineers and the Town consultant have walked the proposed wetlands replication area. ConsCom will be an active participant also. At some point Duchesneau will be back seeking the Selectmen's authorization to create this replication area on municipal land. The packet needs to be submitted by this Friday and we should hear back sometime in November if we've been awarded a grant. Member Fox moved to authorize Vincent M. Amoroso, Chair of the Boxborough Board of Selectmen to: 1) submit the MassWorks Infrastructure Program Application for "Route 111 Sidewalk – Library to Liberty Square Road," and 2) submit a letter of support on behalf of the BoS; for the Board of Selectmen to accept state funding for the project, should an award for the project be made, and further, to authorize Adam Duchesneau, Town Planner to electronically submit the application on behalf of the Town. Seconded by Member Stemple. Approved 5-0.
- Citizens concerns – a resident was present but she did not have concerns.

## MINUTES

- Member Fox moved to accept the minutes for the Regular session, August 17, 2015, as revised. Seconded by Member Bak. **Approved 5-0.**
- Member Fox moved to accept the minutes for the Executive session, August 17, 2015, as written. Seconded by Member Bak. **Approved 5-0.**

## SELECTMEN REPORTS

- Member Gorman reported that he was at a site visit with the DPW and MassDOT Engineers to review the Hill Rd. infrastructure concerns, which is outlined for the Selectmen. Once these are rectified there will be a discussion as to actual paving.

He also reported that the Public Safety Communications Comm. is working on their recommendation. These discussions seem to be providing more clarity. There has been some additional surveying of abutters

- Chair Amoroso reported on Minuteman School District related activities. He will be taking over the responsibility of representing Boxborough on the Minuteman School Comm. effective tomorrow, Sept. 1. He has met with Vocational Education Study Comm. member Hugh Fortmiller to provide his input. The Study Group has made significant progress.
- Member Bak reported that the Vocational Education Advisory Comm. (VEAC) met last week and reviewed the efforts and tasks the Committee is addressing. They began with reviewing those vocational schools identified in the Sudbury report and subsequently included Monty Tech. in Fitchburg. They are working on outreach to: obtain copies of regional agreements for these districts, arrange to sit down with the District Supts., and developing survey questions for current and former students. They are also working on discerning the various districts' position on accepting Out-of-District tuitioned students - Waltham, Worcester & Lowell are not accepting them; what is the respective process for entering into a relationship with their District and how to do non-aligned communities handle obtaining vocational services. They have outlined these high points that now need to be developed. She asked that the Selectmen provide her with their questions /concerns going forward.
- Member Fox reported that he attended last week's Public Safety Building Committee (fka "SNAG") meeting. Member Gorman was unable to attend. The main exercise was to develop a comparative table for each facility. What is the space commitment for a function; what is the sought space for a function; what could be shared space and what are previously unrealized functions. The net end discussion was a space reduction of 13.5% of initial proposal. This illustrates that it will be difficult to significantly reduce the actual needed space. The next step is to refine numbers & the cost impact of the various elements, to determine if HTK should begin to develop conceptual plans and any other actions going forward. They will be meeting again in September.

## OLD BUSINESS

- The Board passed over any action regarding performance evaluations as Chair Amoroso reported that Town Counsel is working on concerns he had communicated and Counsel input should be forth coming.
- The Board took up the ratification and execution of successor agreement between the Town and the Massachusetts Coalition of Police, Local 200A, Dispatch and the Town and Boxborough Professional Firefighters, Local 4601.
  - Member Fox moved to execute the successor agreement between the Town, acting by and through its Board of Selectmen and the Massachusetts Coalition of Police, MCOP Local 200A, Dispatch for the term July 1, 2015 – June 30, 2018. Seconded by Member Stemple. **Approved 5-0.**

- Member Gorman moved to execute the successor agreement between the Town, acting by and through its Board of Selectmen and the Boxborough Professional Firefighters, Local 4601 for the term July 1, 2015 – June 30, 2018. Seconded by Chair Amoroso. **Approved 4-0-1 (Member Stemple abstained).**
- The Board passed over authorizing Chair Amoroso to sign the Community Compact this evening as he is going to be attending the Community Compact ceremony on Thursday, September 3<sup>rd</sup>, and signing at that time.

#### **NEW BUSINESS**

- The Board took up AccesSports' request for athletic field permit fee waiver for their fall season. As a non-profit organization AccesSports historically requests a waiver of fees when they apply for field usage and the Board routinely approves it. Member Bak moved to waive the athletic field permit fee for AccesSport America for the use of Liberty Field for their adaptive soccer games on Saturdays, September 19 and 26, October 3, 10, 17, and 24 and November 3 and 10. Seconded by Member Gorman. **Approved 5-0.**
- Member Fox opened discussion on the Master Plan and Implementation Plan. This will be the first of many discussions. The Master Plan Update Comm. has essentially finished its main task; developing a working draft. This document will be web-based only with no paper copies generated. The next step is to seek input from all relevant boards. He asked the Selectmen to access the Master Plan website reviewing both the website & the report and then provide their input to directly to the Town Planner. He specifically asked for feedback as to the implementation of the plan. In particular those responsibilities assigned to the Selectmen, but also those related to other town boards. This will be further discussed at the next few Selectmen's meetings.

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

- The Board discussed the upcoming Appreciate Event and the assigning of tasks. It was determined that members would have the same responsibilities as previous years. The picnic tables will remain on the lawn after the Harvest Fair. Member Stemple will have a canopy. The Church has agreed to let the Selectmen hold the event on the lawn; however the Selectmen will not have access to the Community Center until 3:00 PM. The list of last year's purchases was reviewed and the budget was discussed. The Grange will be available if the weather is poor.

#### **EXECUTIVE SESSION**

- It was determined that an Executive Session was not necessary.

#### **ADJOURN**

- The meeting was adjourned at 9:08 PM.

## SELECTMEN'S ANNOUNCEMENTS

AUGUST 31, 2015

*More information on these Announcements can be found on the Town's website [www.boxborough-ma.gov](http://www.boxborough-ma.gov).*

- **Selectmen Agenda packets are available** from links on the Town's website, from the calendar or the Selectmen's webpage.
- Our young people are **returning to school this Wednesday, September 2<sup>nd</sup>** so students will be out walking and buses will be picking up around town. The Boxborough Police Dept. will be strictly enforcing the 20 MPH speed limit in the Blanchard School Zone. Please use care and have patience while driving, especially during the morning commute.
- In observance of **Labor Day** Town Offices will be closed next Monday, September 7<sup>th</sup>.
- **The Town recently launched its Video On Demand service.** Board of Selectmen and other recordings of public meetings can now be viewed by following link on the Town's website, which is also located on the front page of the Town website on the left hand side under Resources called **BXB-TV On Demand**.
- **This year the Town also introduced its new online application and payment service for Transfer Station Stickers and Bulk Item Disposal Vouchers.**
  - FY 16 Transfer Station Sticker applications are still being accepted; however a \$30.00 late fee is now being assessed.
  - **If you are over 65**, your sticker and bulk voucher fees are waived; however, you cannot use the Online Payment Center to process these applications. You have to apply for your sticker or bulk voucher by mail or in person at Town Hall.
  - If you are looking to **dispose of bulk items**, please consider donating your items to the local not-for-profit organization, Household Goods (HGRM) [www.hgrm.org](http://www.hgrm.org). They are happy to accept clean, functional items in good working condition. Please refer to the Transfer Station webpage or call the DPW for more information.
- **Come join your friends and neighbors at Boxborough's Harvest Fair** on Saturday, September 12<sup>th</sup>, from 11:00 a.m. to 4:00 p.m. here at the Boxborough Town Hall and UCC Church. Start preparing your entry for the fair. More information go to the Announcement posted on the Town's website and click on the link provided.

- Come see Boxborough's Treasures at the **Boxborough Museum** at 575 Middle Road from 2:00 pm to 4:00 pm Sunday, September 13<sup>th</sup>. 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. Contact John Fallon for more information or to arrange for a private tour.
- We invite you to explore the Town's website [www.boxborough-ma.gov](http://www.boxborough-ma.gov). Information such as the **Transportation options** available for those living or working in Boxborough has been posted on our Homepage under Resources. You can also go to the **Community Services Coordinator** webpage to learn more about how she is able to assist residents in identifying resources available from various support services and agencies and to help them to navigate the process.
- The **Public Safety Space Needs Advisory Group (SNAG)** has posted information on their findings on the Town's website under News & Announcements.
- The **Veteran Services Officer** Donald Morse is holding office hours on Wednesday mornings at Town Hall. For more information and to access links to Veterans Resources, please go to the Veterans Services webpage. To arrange an appointment outside of the Wednesday morning office hours, contact Department Assistant Denise Monteiro at 978-264-1726.
- **Town Departments** welcome your questions and feedback on services. Please contact them through the email hyperlink appearing on each department's webpage, 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: Acton-Boxborough Cultural Council (2), ZBA (1 full & 1 alternate member), Conservation Commission (1), Design Review Board (1 at-large member), Housing Board (1), Public Celebrations & Ceremonies Committee (2), Recreation Commission (1), Steele Farm Advisory Committee (3) and the Well-Being Committee has two (2) At-Large vacancies. Also, the Town Moderator is seeking one (1) volunteer to serve on the Finance Committee. 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 we invite residents to contact them regarding issues of concern. The Board can be contacted via email from the link on the Selectmen's webpage.



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**August 31, 2015**  
**Boxborough Town Hall**  
**Grange Meeting Room**

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

**2. ANNOUNCEMENTS**

**3. APPOINTMENTS**

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

- a) Town Treasurer, Patrick McIntyre and Town Accountant, Jennifer Barrett, 7:05 PM
- i. OPEB Report
  - ii. FY 15 Audit and Management Letter
  - iii. Taxability of vehicle use and uniform reimbursement  
*Further to the recommendation of Town Accountant, Jennifer Barrett, move to exclude the "determined value" of town vehicles, which are available for personal use, from federal income tax withholding* **VOTE:**  
**(NB: Withholding is still required for Massachusetts and Medicare)**

- b) Warren Ryder, Police Chief, 7:30 PM
- i. To discuss a proposal for temporary additional employment with another community **VOTE:**
  - ii. To provide input on rescinding the *Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace)*, which allows for weapons possession under specific conditions during the hunting season  
*Further to the request of Police Chief Warren Ryder, move to rescind the "Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace), which was approved by the Board of Selectmen on October 16, 2006* **VOTE:**

- c) Adam Duchesneau, Town Planner, regarding MassWorks Infrastructure Program Application for Route 111 Pedestrian Improvements, 7:50 PM  
*Move to authorize Vincent M. Amoroso, Chair of the Boxborough Board of Selectmen to: 1) submit the MassWorks Infrastructure Program Application for "Route 111 Sidewalk – Library to Liberty Square Road," and 2) submit a letter of support on behalf of the BoS; for the Board of Selectmen to accept state funding for the project, should an award for the project be made, and further, to authorize Adam Duchesneau, Town Planner to electronically submit the application on behalf of the Town* **VOTE:**

- d) Citizens concerns

**4. MINUTES**

- a) Regular session, August 17, 2015 **ACCEPT & POF**
- b) Executive session, August 17, 2015 **ACCEPT & POF**

**5. SELECTMEN REPORTS**

**6. OLD BUSINESS**

- a) Performance evaluations – review input from Town Counsel
- b) Ratification and execution of successor agreement between the Town and the Massachusetts Coalition of Police, Local 200A, Dispatch and the Town and Boxborough Professional Firefighters, Local 4601, for the period July 1, 2015 - June 30, 2018
  - i. *Move to execute the successor agreement between the Town, acting by and through its Board of Selectmen and the Massachusetts Coalition of Police, MCOP Local 200A, Dispatch for the term July 1, 2015 – June 30, 2018* **VOTE:**
  - ii. *Move to execute the successor agreement between the Town, acting by and through its Board of Selectmen and the Boxborough Professional Firefighters, Local 4601 for the term July 1, 2015 – June 30, 2018* **VOTE:**
- c) Signing of Community Compact on Thursday, September 3  
*Move to authorize TBD to sign, on behalf of the Town in the absence of the Chair of the Board of Selectmen, the Community Compact with the Commonwealth of Massachusetts for the CrossTown Connect Transportation Management Association as a “best practice” for transportation* **VOTE:**

**7. NEW BUSINESS**

- a) Request for athletic field permit fee waiver  
*Move to waive the athletic field permit fee for AccesSport America for the use of Liberty Field for their adaptive soccer games on Saturdays, September 19 and 26, October 3, 10, 17, and 24 and November 3 and 10* **VOTE:**
- b) Discussion of Master Plan and Implementation Plan

**8. CORRESPONDENCE**

**ACCEPT & POF**

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

**9. PRESS TIME**

**10. CONCERNS OF THE BOARD**

**11. EXECUTIVE SESSION** (if necessary)

*Move to adjourn to executive session in the Town Administrator's Office to discuss strategy with respect to collective bargaining (MassCOP Local 200 – Boxborough Police Officers) and to adjourn immediately thereafter* **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.”**

**12. ADJOURN**

**Questions/Comments on OPEB Report, Management Letter and  
Taxability of Certain Fringe Benefits  
for Discussion on August 31, 2015**

**OPEB Actuarial Valuation Report - Segal Consulting**

My principal comments on reading this report are related to what seems a good news-bad news situation, where the good news is that our Unfunded Actuarial Accrued Liability (UAAL) has been reduced by 70% due to the shifting of the Blanchard teachers' OPEB liability to ABRSD. The bad news is obviously that the region will be adding Boxborough's OPEB contribution for the Blanchard Teachers UAAL of \$6.3 Million to our Regional Assessment, by whatever calculation method they may choose.

The "direct" unfunded liability has come way down since the last report (from 2011?). I understand the liability is lower due to the regionalization / transfer of teachers, etc. I would like to know what the ABRSD total unfunded liability is as well as our "indirect" share of that liability. FinCom will need this for their slide at next ATM

We should probably revisit the \$100K per year OPEB Trust contribution, since our local UAAL has been so markedly reduced and we will have to pay the Region for the Blanchard component. I would probably not go for a 70% reduction, but think that reducing the contribution to \$50K may be sensible. Would like to hear Patrick's thoughts on that subject.

Referring to the table on page 10, it would appear that Segal assumes the town will continue making supplemental appropriations ("additional funding") of \$100,000 per year until at least 2040, at which time additional funding might be required to meet obligations? The table also suggests a constant dollar contribution each year, so no allowance for inflation. Are my interpretations accurate? If so, what guidance can be given for future years' contribution to offset inflation and how would that change the conclusion. The bottom line, it seems, is that on our current plan, we will not have any real difficulties until 2040, which is so far in the future, that I think it would be unwise to make significant changes to our current funding plan for many years. Can Patrick comment on this observation and conclusion, and if not accurate, please advise us on a recommended revised funding plan.

**Powers and Sullivan Audit Report & Management Letter**

Why have we not proceeded to develop the written disaster recovery procedures that have been noted in the past few audit reports?

Disaster recovery - Unresolved. It seems the assessment may not have properly taken into account the steps we have already taken with Guardian for regular backup and recovery of files from the town servers, including storage of one set of recovery disks in the town vault. Please comment on the status of off-site storage plans for both data files and email archives. What is the status of the written disaster recovery plan and what is Guardian's role in providing support? What steps have been taken to both document the backup and recovery process and train some key staff on how to do it? This may include some hands-on training.

Can we just agree with P&S that we see no point in budgeting estimated revenues in the accounting system? We have discussed this in past years and I agree with both recent accountants that it makes little or no sense for the Town to budget and track revenue performance - there is essentially nothing we can do about it, so it is not actionable intelligence.

I would disagree with P&S about the Chapter 90 comments, though their position may have been accurate at the time for writing.

I would like some discussion from Jennifer on the comments about recording directly to the fund balance - pros/cons, why do we do it the way we do it.

I would like some discussion from Patrick about the impact of new GASB pension liability reporting rules - what practical difference will it make?

Fraud risk assessment - partially resolved. Please comment on what we are doing today, and what plans have been made to address any deficiencies.

I think I'd just like to hear a brief summary / response to the issues raised in the management letter – looks like some of these points have been on previous management letters so at a minimum – plan of action, timing to complete, and if not seeking to remedy, why not?

#### **Town Accountant's Memo on the Fringe Benefits Reporting**

For the vehicle use the basic concept is straightforward, but I wonder about the method of determining the value of the benefit. Presumably it relates to the average ratio of miles traveled for personal use compared to miles traveled for Town use, coupled with an average cost per mile and total mileage per year. Am I correct in assuming that the mileage used in the individual's commuting to and from Town is not part of the benefit?? Anyway, assuming that there is some finite benefit calculated, why are we (Selectmen) being asked to exclude said benefit from Federal Income Tax withholding calculations?

For the work clothes and uniform allowances, it seems to me that the critical words are "and" and "or" in the phrase "specifically required... and are not worn or adaptable to general usage as ordinary clothing". In the case of the firefighter's uniform, the specific items are required by the Chief, but are certainly adaptable to general use as ordinary clothing. I do not believe that the firefighters typically wear their uniform as ordinary clothing, but they would not look outlandish as the policemen might. The other thing that the firefighters use the uniform allowance for is to purchase small tools of a personal nature that are used in their day-to-day jobs, such as pocket rescue tools having seat belt cutters and glass-breakers. We could argue that such tools are required by the job, but are available in such wide varieties in the marketplace that it makes sense for each firefighter to purchase that which best fits his or her needs.

In general, my question is what impact will this have on employees, compared to current practice?

# Town of Boxborough

Actuarial Valuation and Review of Other  
Postemployment Benefits (OPEB) as of  
June 30, 2014 in accordance with  
GASB Statements No. 43 and No. 45



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T 617.424.7300 www.segalco.com

*June 24, 2015*

*Mr. Patrick J. McIntyre  
Town Treasurer  
Treasurer's Office  
29 Middle Road  
Boxborough, MA 01719*

*Dear Mr. McIntyre:*

*We are pleased to submit this report on our actuarial valuation of postemployment welfare benefits as of June 30, 2014 under Governmental Accounting Standards Board (GASB) Statements Number 43 and 45. It establishes the liabilities of the postemployment welfare benefit plan in accordance with GASB Statements Number 43 and 45 for the fiscal years beginning July 1, 2014, July 1, 2015 and July 1, 2016 and summarizes the actuarial data.*

*This report is based on information received from the Town of Boxborough. The actuarial projections were based on the assumptions and methods described in Exhibit II and on the plan of benefits as summarized in Exhibit III.*

*We look forward to discussing this with you at your convenience.*

*Sincerely,*

*Segal Consulting, a Member of The Segal Group, Inc.*

*By:*

*Kathleen A. Riley, FSA, MAAA, EA  
Senior Vice President and Actuary*

8184360v1/10637.003

*Daniel J. Rhodes, FSA, MAAA  
Vice President and Consulting Actuary*

## SECTION 1

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## SECTION 3

### VALUATION DETAILS

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## SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45

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### IMPORTANT INFORMATION ABOUT ACTUARIAL VALUATIONS

An actuarial valuation is an estimate of future uncertain obligations of a postretirement health plan. As such, it will never forecast the precise future stream of benefit payments. It is an estimated forecast – the actual cost of the plan will be determined by the benefits and expenses paid, not by the actuarial valuation.

In order to prepare a valuation, Segal Consulting (“Segal”) relies on a number of input items. These include:

- **Plan of benefits** Plan provisions define the rules that will be used to determine benefit payments, and those rules, or the interpretation of them, may change over time. Even where they appear precise, outside factors may change how they operate. For example, a plan may provide health benefits to post-65 retirees that coordinate with Medicare. If so, changes in the Medicare law or administration may change the plan’s costs without any change in the terms of the plan itself. It is important for the Town to keep Segal informed with respect to plan provisions and administrative procedures, and to review the plan summary included in our report to confirm that Segal has correctly interpreted the plan of benefits.
- **Participant data** An actuarial valuation for a plan is based on data provided to the actuary by the plan. Segal does not audit such data for completeness or accuracy, other than reviewing it for obvious inconsistencies compared to prior data and other information that appears unreasonable. It is not necessary to have perfect data for an actuarial valuation: the valuation is an estimated forecast, not a prediction. The uncertainties in other factors are such that even perfect data does not produce a “perfect” result. Notwithstanding the above, it is important for Segal to receive the best possible data and to be informed about any known incomplete or inaccurate data.
- **Assets** Part of the cost of a plan will be paid from existing assets – the balance will need to come from future contributions and investment income. The valuation is based on the asset values as of the valuation date, typically reported by the auditor. Some plans include assets, such as private equity holdings, real estate, or hedge funds, that are not subject to valuation by reference to transactions in the marketplace. A snapshot as of a single date may not be an appropriate value for determining a single year’s contribution requirement, especially in volatile markets.
- **Actuarial assumptions** In preparing an actuarial valuation, Segal starts by developing a forecast of the benefits to be paid to existing plan participants for the rest of their lives and the lives of their beneficiaries. To determine the future costs of benefits, Segal collects claims, premium, and enrollment data in order to establish a baseline cost for the valuation measurement, and then develops short- and long-term health care cost rates to project increases in costs in future years. This forecast also requires actuarial assumptions as to the probability of death, disability, withdrawal, and retirement of each participant for each year, as well as forecasts of the plan’s benefits for each of those events. The forecasted benefits are then discounted to a present value, typically based on an estimate of the rate of return that will be achieved the plan’s assets, or if there are no assets, a rate of return on the assets of the employer. All of these factors are uncertain and unknowable. Thus, there will be a range of reasonable assumptions, and the results may vary materially based on which assumptions the actuary selects within that range. That is, there is no right answer (except with hindsight). It is important

## SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45

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for any user of an actuarial valuation to understand and accept this constraint. The actuarial model may use approximations and estimates that will have an immaterial impact on our results and will have no impact on the actual cost of the plan. In addition, the actuarial assumptions may change over time, and while this can have a significant impact on the reported results, it does not mean that the previous assumptions or results were unreasonable or wrong.

Given the above, the user of Segal's actuarial valuation (or other actuarial calculations) needs to keep the following in mind:

- The actuarial valuation is prepared for use by the Town. It includes information for compliance with accounting standards. Segal is not responsible for the use or misuse of its report, particularly by any other party.
- An actuarial valuation is a measurement at a specific date — it is not a prediction of a plan's future financial condition. Accordingly, Segal did not perform an analysis of the potential range of financial measurements, except where otherwise noted.
- Sections of this report include actuarial results that are not rounded, but that does not imply precision.
- Critical events for a plan include, but are not limited to, decisions about changes in benefits and contributions. The basis for such decisions needs to consider many factors such as the risk of changes in plan enrollment, emerging claims experience and health care cost trend, not just the current valuation results.
- Segal does not provide investment, legal, accounting, or tax advice. Segal's valuation is based on our understanding of applicable guidance in these areas and of the plan's provisions, but they may be subject to alternative interpretations. The Town should look to their other advisors for expertise in these areas.
- While Segal maintains extensive quality assurance procedures, an actuarial valuation involves complex computer models and numerous inputs. In the event that an inaccuracy is discovered after presentation of Segal's valuation, Segal may revise that valuation or make an appropriate adjustment in the next valuation.
- Segal's report shall be deemed to be final and accepted by the Town upon delivery and review. The Town should notify Segal immediately of any questions or concerns about the final content.

As Segal Consulting has no discretionary authority with respect to the management or assets of the Plan, it is not a fiduciary in its capacity as actuaries and consultants with respect to the Plan.

**SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**PURPOSE**

This report presents the results of our actuarial valuation of the Town of Boxborough (the “Employer”) postemployment welfare benefit plan as of June 30, 2014. The results are in accordance with the Governmental Accounting Standards, which prescribe an accrual methodology for accumulating the value of other postemployment benefits (OPEB) over participants’ active working lifetimes. The accounting standard supplements cash accounting, under which the expense for postemployment benefits is equal to benefit and administrative costs paid on behalf of retirees and their dependents (*i.e.*, a pay-as-you-go basis).

**HIGHLIGHTS OF THE VALUATION**

During the fiscal year ending June 30, 2015, we project the Town will pay benefits (net of retiree contributions) on behalf of retired employees of about \$153,000. This amount is less than the annual “cost” (the “Annual Required Contribution,” or ARC) of approximately \$237,000.

The GASB statements provide the method for selecting the investment return assumption (discount rate). If the benefits are fully funded, the discount rate should be based on the estimated long-term investment yield on the investments expected to be used to finance the payment of benefits. If financing is pay-as-you-go, the discount rate should be based on the expected yield on the assets of the employer. If the benefits are partially funded, a blended discount rate can be used that reflects the proportionate amounts of plan and employer assets expected to be used.

Based on the Town of Boxborough’s funding policy to budget \$100,000 for OPEB benefits per year, we have used a 7.5% fully funded discount rate. In the prior valuation, we used a pay-as-you-go discount rate of 4.5%.

Assets set aside to fund OPEB liabilities must be held in a trust or equivalent arrangement, through which assets are accumulated and benefits are paid as they come due. Employer contributions to the plan are irrevocable, plan assets are dedicated to providing benefits to retirees and their spouses in accordance with the terms of the plan, and plan assets are legally protected from creditors of the employer. As of June 30, 2014, the Town of Boxborough has \$179,543 in the State Retirement Benefits Trust Fund (SRBTF).

Page 10 shows a 30-year closed funding schedule that projects the contributions made to a qualified trust. Through 2040, the contributions to the trust are in addition to the payment of the projected benefits. In 2041, the additional funding becomes negative. This means that if the Town continues to pay retiree benefits directly (estimated at \$613,000 for 2041, as shown in column 1), the trust can reimburse the Town \$263,000 for those benefits (as shown in column 5). These projections will be updated with the next valuation.

To determine the amortization payment on the unfunded actuarial accrued liability (UAAL), an amortization period and amortization method must be selected. We have used a 30-year closed amortization of the UAAL (the maximum permitted by the GASB statements), with payments increasing at 3.5% per year. The GASB statements allow for either an open or closed amortization period. In open amortization, the period is reset to the initial value every year and the UAAL is reamortized, while under a closed amortization, the remaining period decreases and the UAAL is eventually “paid off.”

**SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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GASB guidelines prohibit the offset of OPEB obligations by the future value of Medicare Part D subsidies. Therefore, these calculations do not include an estimate for retiree prescription drug plan federal subsidies that the Employer may be eligible to receive for plan years beginning in 2006.

Employer decisions regarding plan design, cost sharing between the Employer and its retirees, actuarial cost method, amortization techniques, and integration with Medicare are just some of the decisions that affect the magnitude of OPEB obligations. We are available to assist you with any investigation of such options you may wish to undertake.

This valuation does not include the potential impact of any future changes due to the Patient Protection and Affordable Care Act (PPACA) and the Health Care and Education Reconciliation Act (HCERA) of 2010 other than the excise tax on high cost health plans beginning in 2018 and those previously adopted as of the valuation date.

## SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45

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### KEY VALUATION RESULTS

- The **unfunded actuarial accrued liability (UAAL)** as of June 30, 2014 is \$2,578,000. Going forward, net unfunded plan obligations will be expected to change due to normal plan operations, which consist of continuing accruals for active members, plus interest on the unfunded accrued liability, less contributions. Future valuations will analyze the difference between actual and expected unfunded actuarial accrued liabilities.
  - As of June 30, 2014 the ratio of assets to the AAL (the funded ratio) is 6.51%.
- The **Annual Required Contribution (ARC)** for fiscal year 2015 is \$237,000. The ARC is expected to remain relatively level as a percentage of payroll, as long as the ARC is fully funded each year. If the ARC is not fully funded, it may be expected to increase as a percentage of payroll over time.
- An **actuarial experience gain** decreased obligations by \$3,861,000. This was primarily due to the previously mentioned school employee transfer as well as gains and losses due to other demographic changes.
- **Valuation assumption and plan changes** decreased obligations by \$3,226,000. This was the net result of *decreases* in obligations due to 1) valuation year per capita health costs not increasing as much as projected, 2) increasing the discount rate from 4.5% pay-as-you-go to 7.5% fully funded and 3) a change in the retirement eligibility for members hired on or after April 2, 2012, partially offset by *increases* in obligations due to 4) a change in the future trend on per capita health care costs based on what is likely to occur in the marketplace, 5) changes to the mortality assumption described on page 17 and 6) reflecting the excise tax on high cost health plans beginning in 2018. The addition of the excise tax in this valuation resulted in a 0.29% increase in the actuarial accrued liability and a 1.52% increase in the normal cost. The complete set of assumptions is shown in Exhibit II.

The unfunded liability of \$2,578,000 as of June 30, 2014 represents a decrease of \$6,305,000 from \$8,883,000 as shown in the June 30, 2011 valuation. The decrease is due to the transfer of Boxborough school employees into the Acton-Boxborough Regional School District and the net impact of the changes in assumptions discussed below.

The unfunded liability had been expected to increase \$782,000 due to normal plan operations, which consist of continuing accruals for active members, plus interest on the unfunded obligation, less contributions. The decrease was the net effect of the following:

**SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**ACCOUNTING REQUIREMENTS**

The Governmental Accounting Standards Board (GASB) issued Statement Number 43 -- *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, and Statement Number 45 -- *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Under these statements, all state and local governmental entities that provide other post employment benefits (OPEB) are required to report the cost of these benefits on their financial statements.

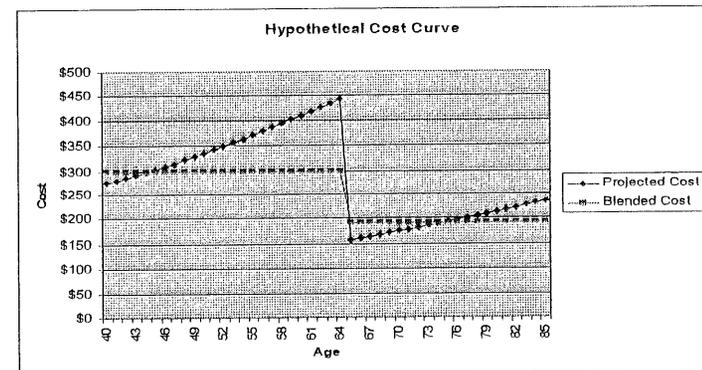
The statements cover postemployment benefits of health, prescription drug, dental, vision and life insurance coverage for retirees; long-term care coverage, life insurance and death benefits that are *not* offered as part of a pension plan; and long-term disability insurance for employees. These benefits, referred to as OPEB, are typically financed on a pay-as-you-go basis. The new standard introduces an accrual-basis accounting requirement; thereby recognizing the employer cost of postemployment benefits over an employee's career. The standards also introduce a consistent accounting requirement for both pension and non-pension benefits.

The total cost of providing postemployment benefits is projected, taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions. This amount is then discounted to determine the actuarial present value of the total projected benefits (APB). The actuarial accrued liability (AAL) is the portion of the present value of the total projected benefits allocated to years of employment prior to the measurement date. The unfunded actuarial accrued liability (UAAL) is the difference between the AAL and actuarial value of assets in the Plan.

Once the UAAL is determined, the Annual Required Contribution (ARC) is determined as the normal cost (the APB allocated to the current year of service) and the amortization of the UAAL. This ARC is compared to actual contributions made and any difference is reported as the net OPEB obligation (NOO). In addition, required supplementary information (RSI) must be reported, including historical information about the UAAL and the progress in funding the Plan.

The benefits valued in this report are limited to those described in Exhibit III of Section 4.

The following graph illustrates why a significant accounting obligation may exist even though the retiree contributes most or all of the blended premium cost of the plan. The average cost for retirees is likely to exceed the average cost for the whole group, leading to an implicit subsidy for these retirees. The accounting standard requires the employer to identify and account for this implicit subsidy as well as any explicit subsidies the employer may provide.



**SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

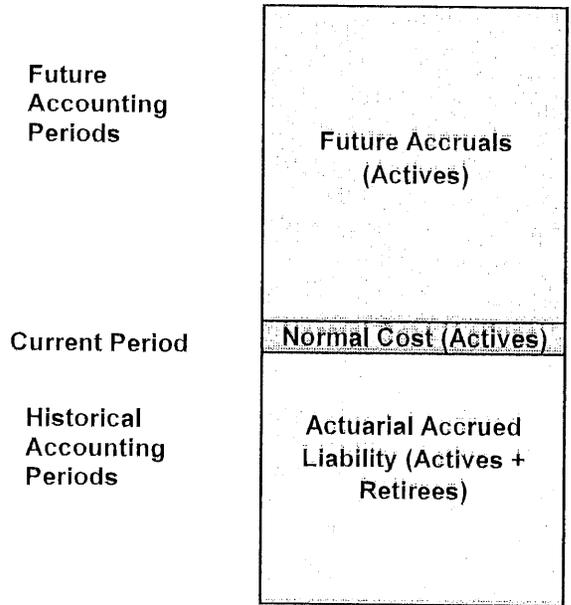
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This graph shows how the actuarial present value of the total projected benefits (APB) is broken down and allocated to various accounting periods.

The exact breakdown depends on the actuarial cost method and amortization methods selected by the employer.

### GASB 43/45 Measurement

**Present Value  
of Future Benefits**



$$\begin{aligned}
 &\text{Normal Cost} \\
 &+ \\
 &\text{30 Years Amortization} \\
 &\text{of Unfunded Actuarial Accrued Liability} \\
 &\hline
 &\text{Annual Required Contribution (ARC)}
 \end{aligned}$$

$$\begin{aligned}
 \text{Net OPEB Obligation} &= \text{ARC}_1 + \text{ARC}_2 + \text{ARC}_3 + \dots \\
 &- \text{Contribution}_1 - \text{Contribution}_2 - \text{Contribution}_3 - \dots
 \end{aligned}$$

**SECTION 1: Executive Summary for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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Actuarial computations under GASB statements are for purposes of fulfilling certain welfare plan accounting requirements. The calculations shown in this report have been made on a basis consistent with our understanding of GASB. Determinations for purposes other than meeting the financial accounting requirements of GASB may differ significantly from the results reported here.

Calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of the valuation and on the pattern of sharing costs between the employer and plan members. The projection of benefits does not incorporate the potential effect of legal or contractual funding limitations on the pattern of cost sharing between the employer and plan members in the future.

Actuarial calculations reflect a long-term perspective, and the methods and assumptions use techniques designed to reduce short term volatility in accrued liabilities and the actuarial value of assets, if any.

The calculation of an accounting obligation does not, in and of itself, imply that there is any legal liability to provide the benefits valued, nor is there any implication that the Employer is required to implement a funding policy to satisfy the projected expense.

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and the actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

**SECTION 2: Valuation Results for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**SUMMARY OF VALUATION RESULTS  
ALL DEPARTMENTS**

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*The key results for the current year are shown on a fully funded basis.*

	<b>7.5% Discount Rate</b>
<b>Actuarial Accrued Liability by Participant Category</b>	
1. Current retirees, beneficiaries and dependents	\$1,774,828
2. Current active members	<u>983,138</u>
3. Total as of June 30, 2014: (1) + (2)	\$2,757,966
4. Actuarial value of assets as of June 30, 2014	<u>179,543</u>
5. Unfunded actuarial accrued liability (UAAL) as of June 30, 2014: (3) – (4)	\$2,578,423
<b>Annual Required Contribution for Fiscal Year Ending June 30, 2015</b>	
6. Normal cost as of June 30, 2014	\$87,750
7. Adjustment for timing	<u>3,231</u>
8. Normal cost adjusted for timing: (6) + (7)	\$90,981
9. 30-year amortization (increasing 3.5% per year ) of the UAAL as of June 30, 2014	141,214
10. Adjustment for timing	<u>5,200</u>
11. Amortization payment adjusted for timing: (9) + (10)	\$146,414
12. Total Annual Required Contribution (ARC): (8) + (11)	237,395
13. Projected benefit payments	153,048

*Note: Assumes payment in the middle of the fiscal year.*

**SECTION 2: Valuation Results for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**FUNDING SCHEDULE**

**30 Years Closed (7.5% discount rate, payments increasing at 3.5%)**

Fiscal Year Ended June 30	(1) Projected Benefit Payments	(2) Normal Cost with Interest	(3) Amortization of UAAL	(4) Total Funding Requirement (2) + (3)	(5) Additional Funding	At Fiscal Year End		
						(6) Assets	(7) AAL	(8) UAAL (7) - (6)
2015	\$153,048	\$90,981	\$146,414	\$237,395	\$100,000	\$296,691	\$2,900,461	\$2,603,770
2016	164,061	95,530	150,599	246,129	100,000	422,625	3,046,942	2,624,317
2017	179,072	100,307	154,774	255,081	100,000	558,004	3,193,797	2,635,793
2018	180,504	105,322	158,693	264,015	100,000	703,537	3,355,381	2,651,844
2019	186,318	110,588	163,195	273,783	100,000	859,984	3,528,516	2,668,532
2020	186,318	116,117	168,089	284,206	100,000	1,028,165	3,720,369	2,692,204
2021	204,214	121,923	173,830	295,753	100,000	1,208,960	3,914,075	2,705,115
2022	212,015	128,019	179,333	307,352	100,000	1,403,314	4,120,542	2,717,228
2023	228,403	134,420	185,280	319,700	100,000	1,612,245	4,332,139	2,719,894
2024	254,983	141,141	191,130	332,271	100,000	1,836,846	4,539,016	2,702,170
2025	280,687	148,198	196,111	344,309	100,000	2,078,292	4,742,075	2,663,783
2026	294,721	155,608	200,141	355,749	100,000	2,337,846	4,953,495	2,615,649
2027	309,458	163,388	203,995	367,383	100,000	2,616,867	5,173,559	2,556,692
2028	324,930	171,557	207,592	379,149	100,000	2,916,814	5,402,555	2,485,741
2029	341,177	180,135	210,832	390,967	100,000	3,239,257	5,640,775	2,401,518
2030	358,236	189,142	213,581	402,723	100,000	3,585,883	5,888,513	2,302,630
2031	376,148	198,599	215,666	414,265	100,000	3,958,506	6,146,065	2,187,559
2032	394,955	208,529	216,854	425,383	100,000	4,359,076	6,413,729	2,054,653
2033	414,703	218,955	216,831	435,786	100,000	4,789,689	6,691,803	1,902,114
2034	435,438	229,903	215,165	445,068	100,000	5,252,598	6,980,585	1,727,987
2035	457,210	241,398	211,241	452,639	100,000	5,750,225	7,280,371	1,530,146
2036	480,070	253,468	204,168	457,636	100,000	6,285,174	7,591,453	1,306,279
2037	504,074	266,141	192,598	458,739	100,000	6,860,244	7,914,118	1,053,874
2038	529,277	279,448	174,402	453,850	100,000	7,478,445	8,248,648	770,203
2039	555,741	293,420	146,022	439,442	100,000	8,143,011	8,595,316	452,305
2040	583,528	308,091	101,036	409,127	100,000	8,857,419	8,954,385	96,966
2041	612,705	323,496	26,581	350,077	(262,628)	9,249,427	9,326,106	76,679
2042	643,340	339,671	27,512	367,183	(276,157)	9,656,808	9,710,713	53,905
2043	675,507	356,655	28,475	385,130	(290,377)	10,079,999	10,108,424	28,425
2044	709,282	374,488	29,472	403,960	(305,322)	10,519,434	10,519,434	--

Notes: Assumes payment in the middle of the fiscal year.  
Amortization payments calculated to increase 3.5% per year.

**SECTION 2: Valuation Results for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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June 24, 2015

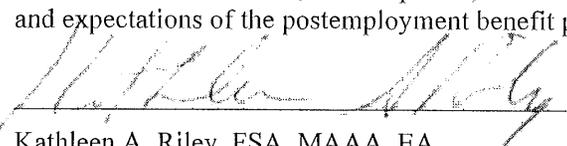
**ACTUARIAL CERTIFICATION**

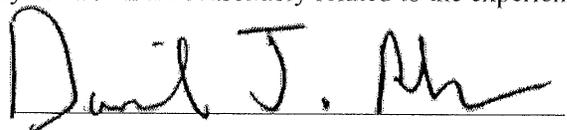
This is to certify that Segal Consulting, a Member of The Segal Group, Inc. has conducted an actuarial valuation of certain benefit obligations of the Town of Boxborough other postemployment benefit programs as of June 30, 2014, in accordance with generally accepted actuarial principles and practices. The actuarial calculations presented in this report have been made on a basis consistent with our understanding of GASB Statements Number 43 and 45 for the determination of the liability for postemployment benefits other than pensions.

The actuarial valuation is based on the plan of benefits verified by the Town and on participant and premium data provided by the Town or from vendors employed by the Town. Segal Consulting does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. Segal, however, does review the data for reasonableness and consistency.

The actuarial computations made are for purposes of fulfilling plan accounting requirements. Determinations for purposes other than meeting financial accounting requirements may be significantly different from the results reported here. Accordingly, additional determinations may be needed for other purposes, such as judging benefit security at termination or adequacy of funding an ongoing plan.

To the best of our knowledge, this report is complete and accurate and in our opinion presents the information necessary to comply with GASB Statements Number 43 and 45 with respect to the benefit obligations addressed. The signing actuaries are members of the Society of Actuaries, the American Academy of Actuaries, and other professional actuarial organizations and collectively meet their "General Qualification Standards for Statements of Actuarial Opinion" to render the actuarial opinion contained herein. Further, in our opinion, the assumptions as approved by the Town are reasonably related to the experience and expectations of the postemployment benefit programs.

  
Kathleen A. Riley, FSA, MAAA, EA  
Senior Vice President and Actuary

  
Daniel J. Rhodes, FSA, MAAA  
Vice President and Consulting Actuary

**SECTION 3: Valuation Details for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**CHART 1  
Required Supplementary Information – Schedule of Employer Contributions**

<b>Fiscal Year Ended June 30,</b>	<b>Annual OPEB Costs</b>	<b>Actual Contributions</b>	<b>Percentage Contributed</b>
2009	\$639,715	\$173,208	27.1%
2010	683,466	183,951	26.9%
2011	729,793	198,643	27.2%
2012	778,930	175,190	22.5%
2013	829,194	206,862	24.9%
2014	881,355	413,294	46.9%
2015	296,712	253,048	85.3%
2016	302,761	264,061	87.2%
2017	308,579	279,072	90.4%

*Notes: 2015 includes a contribution of \$100,000 into the OPEB Trust.*

*2016 and 2017 information assumes there will be no plan changes that need to be reflected and assumes a contribution of \$100,000 into the OPEB Trust.*

**SECTION 3: Valuation Details for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

This schedule of funding progress presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

**CHART 2**  
**Required Supplementary Information – Schedule of Funding Progress**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b) - (a)	Funded Ratio (a) / (b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll [(b) - (a) / (c)]
6/30/2008	\$0	\$6,738,976	\$6,738,976	0.00%	\$5,001,347	134.74%
6/30/2011	0	8,883,229	8,883,229	0.00%	N/A	N/A
6/30/2014	179,543	2,757,966	2,578,423	6.51%	--	--

\* Enter covered payroll for fiscal 2015.

**SECTION 3: Valuation Details for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**CHART 3**  
**Required Supplementary Information – Net OPEB Obligation/(Asset) (NOO/NOA)**

Fiscal Year Ended June 30,	Annual Required Contribution (a)	Interest on Existing NOO (b)	ARC Adjustment (c)	Annual OPEB Cost (a) + (b) + (c) (d)	Actual Contribution Amount (e)	Net Increase in NOO (d) - (e) (f)	NOO as of Following Date (g)
2009	\$639,715	\$0	\$0	\$639,715	\$173,208	\$466,507	\$466,507
2010	679,621	23,325	(19,480)	683,466	183,951	499,515	966,022
2011	721,829	48,301	(40,337)	729,793	198,643	531,150	1,497,172
2012	770,003	67,373	(58,446)	778,930	175,190	603,740	2,100,912
2013	816,668	94,541	(82,015)	829,194	206,862	622,332	2,723,244
2014	865,118	122,546	(106,309)	881,355	413,294	468,061	3,191,305
2015	237,395	244,228	(184,911)	296,712	253,048	43,664	3,300,044
2016	246,129	247,503	(190,871)	302,761	264,061	38,700	3,338,744
2017	255,081	250,406	(196,908)	308,579	279,072	29,507	3,368,251

*Notes: 2015 includes a contribution of \$100,000 into the OPEB Trust.  
 2016 and 2017 information assumes there will be no plan changes that need to be reflected and assumes a contribution of \$100,000 into the OPEB Trust.*

**SECTION 3: Valuation Details for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**CHART 4**

**Summary of Required Supplementary Information**

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<b>Valuation date</b>	June 30, 2014
<b>Actuarial cost method</b>	Projected Unit Credit
<b>Amortization method</b>	Payments increasing at 3.5% per year
<b>Remaining amortization period</b>	30 years closed
<b>Asset valuation method</b>	Market value
<b>Actuarial assumptions:</b>	
Discount rate	7.5%
Investment rate of return	7.5%
Inflation rate	3.5%
Medical/drug cost trend rate	8.0% decreasing by 0.5% for 6 years to an ultimate level of 5.0% per year
<b>Plan membership:</b>	
Current retirees, beneficiaries, and dependents	52*
Current active participants	<u>33</u>
Total	85

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\* Includes 5 retirees with life insurance only.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

*This exhibit summarizes the participant data used for the current and prior valuations.*

**EXHIBIT I  
Summary of Participant Data**

	July 1, 2014	July 1, 2011*
<b>Active employees covered for medical benefits</b>		
Number of employees		
Male	20	29
Female	<u>13</u>	<u>56</u>
Total	33	85
Average age	48.5	48.3
Average service	10.3	10.0
<b>Retired employees, spouses and beneficiaries covered for medical benefits</b>		
Number of individuals	47	43
Average age	68.8	67.2
<b>Retired employees with life insurance coverage</b>		
Number of individuals**	20	23
Average age	69.0	67.3

\* Active count included the School Department employees who have since been transferred to the Acton-Boxborough Regional School District.

\*\* Includes 5 retirees as of July 1, 2014 and 4 retirees as of July 1, 2011 with life insurance only.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**EXHIBIT II  
Actuarial Assumptions and Actuarial Cost Method**

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<b>Data:</b>	Detailed census data, premium rates, and summary plan descriptions for postemployment welfare benefits were provided by the Town of Boxborough.
<b>Actuarial Cost Method:</b>	Projected Unit Credit – For active employees, benefits are allocated from date of hire to assumed retirement age.
<b>Per Capita Cost Development:</b>	Per capita costs were based on the fully insured premium rates effective June 1, 2014 (January 1, 2014 for Medicare plans). Premiums were combined by taking a weighted average based on the number of participants in each plan, and were then trended to the midpoint of the valuation year at assumed trend rates. Actuarial factors were applied to the premium to estimate individual retiree and spouse costs by age and by gender.
<b>Measurement Date:</b>	June 30, 2014
<b>Discount Rate:</b>	7.5% fully funded (previously, 8.125% fully funded and 4.50% pay-as-you-go)
<b>Mortality Rates:</b>	
<i>Pre-Retirement</i>	RP-2000 Employee Mortality Table projected 22 years with Scale AA (previously, RP-2000 Healthy Employee Mortality Table projected 11 years with Scale AA)
<i>Healthy</i>	RP-2000 Healthy Annuitant Mortality Table projected 17 years with Scale AA (previously, RP-2000 Healthy Annuitant Mortality Table projected 11 years with Scale AA)
<i>Disabled</i>	RP-2000 Healthy Annuitant Mortality Table set forward 3 years projected 17 years with Scale AA (previously, RP-2000 Healthy Annuitant Mortality Table set forward 2 years with Scale AA)
	The mortality assumptions were determined to contain provisions appropriate to reflect future mortality improvements based on a review of the mortality experience of the plan.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**Termination Rates before Retirement:**

Age	Group 1 - Rate per year (%)				Disability
	Mortality		Mortality		
	Current	Female	Previously	Female	
20	0.02	0.01	0.03	0.02	0.02
25	0.03	0.02	0.03	0.02	0.02
30	0.04	0.02	0.04	0.02	0.03
35	0.07	0.04	0.07	0.04	0.06
40	0.09	0.05	0.10	0.06	0.10
45	0.11	0.08	0.13	0.09	0.15
50	0.14	0.11	0.18	0.14	0.19
55	0.20	0.21	0.25	0.23	0.24
60	0.34	0.35	0.41	0.37	0.28

*Note: 55% of the rates shown represent accidental disability and death.*

Age	Group 4 - Rate per year (%)				Disability
	Mortality		Mortality		
	Current	Female	Previously	Female	
20	0.02	0.01	0.03	0.02	0.20
25	0.03	0.02	0.03	0.02	0.20
30	0.04	0.02	0.04	0.02	0.30
35	0.07	0.04	0.07	0.04	0.30
40	0.09	0.05	0.10	0.06	0.30
45	0.11	0.08	0.13	0.09	1.00
50	0.14	0.11	0.18	0.14	1.25
55	0.20	0.21	0.25	0.23	1.20
60	0.34	0.35	0.41	0.37	0.85

*Note: 90% of the rates shown represent accidental disability and death.*

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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Withdrawal Rates:	Rate per year (%)			
	Years of Service	Group 1	Years of Service	Group 4
	0	15.0	0 – 10	1.5
	1	12.0	11+	0.0
	2	10.0		
	3	9.0		
	4	8.0		
	5	7.6		
	6	7.5		
	7	6.7		
	8	6.3		
	9	5.9		
	10	5.4		
	11	5.0		
	12	4.6		
	13	4.1		
	14	3.7		
	15	3.3		
	16 – 20	2.0		
	21 – 29	1.0		
	30+	0.0		

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**Retirement Rates:**

Age	Rate per year (%)		
	Group 1		Group 4
	Male	Female	
45 – 49	--	--	1.0
50 – 54	--	--	2.0
55 – 59	2.0	5.5	15.0
60 – 61	12.0	5.0	20.0
62 – 64	30.0	15.0	25.0
65 – 68	40.0	15.0	100.0
69	50.0	20.0	--
70	100.0	100.0	--

**Dependents:**

Demographic data was available for spouses of current retirees. For future retirees, husbands were assumed to be three years older than their wives and 75% were assumed to have an eligible spouse who also opts for health coverage at that time.

**Per Capita Health Costs:**

Fiscal 2014 – 2015 medical and prescription drug claims costs are shown in the table below for retirees and for spouses at selected ages. These costs are net of deductibles and other benefit plan cost sharing provisions.

Age	Non-Medicare Plans				Medicare Supplement Plan			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
45	\$6,425	\$8,060	\$3,985	\$6,017	N/A	N/A	N/A	N/A
50	7,626	8,686	5,327	6,975	N/A	N/A	N/A	N/A
55	9,057	9,351	7,128	8,073	N/A	N/A	N/A	N/A
60	10,756	10,079	9,542	9,363	N/A	N/A	N/A	N/A
65	12,774	10,858	12,774	10,858	\$3,979	\$3,382	\$3,979	\$3,382
70	14,805	11,701	14,805	11,701	4,612	3,645	4,612	3,645
75	15,955	12,595	15,955	12,595	4,970	3,923	4,970	3,923
80	17,181	13,579	17,181	13,579	5,352	4,230	5,352	4,230

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**Medicare Advantage Plan:** \$3,160

**Weighted Average Annual Retiree Contribution Amount:**

*Non-Medicare:* \$4,482

*Medicare Supplement:* \$2,176

*Medicare Advantage:* \$1,580

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**Health Care Cost Trend Rates:** Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. The rates shown below are “net” and are applied to the net per capita costs shown above. The trend shown for a particular plan year is the rate that is applied to that year’s cost to yield the next year’s projected cost.

Year Ending June 30	Medical/Drug
2015	8.0%
2016	7.5%
2017	7.0%
2018	6.5%
2019	6.0%
2020	5.5%
2021 & later	5.0%

---

**Retiree Contribution Increase Rate:** Retiree contributions for medical and prescription drug coverage are expected to increase with medical trend.

**Participation and Coverage Election:** 100% of active employees with coverage are assumed to elect retiree coverage.

100% of retirees over age 65 are assumed to remain with their current medical plan for life.

For future retirees and current retirees under age 65, 50% are assumed to be eligible for Medicare and are assumed to enroll in a Medicare Supplement plan upon reaching age 65 and 50% are assumed to be eligible for Medicare and are assumed to enroll in a Medicare Advantage plan upon reaching age 65.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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	80% of future retirees with medical coverage are assumed to have life insurance coverage. Current retirees with life insurance coverage are identified in the data received.
<b>Plan Design:</b>	Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.
<b>Administrative Expenses:</b>	Administrative expenses were assumed to be included in the fully insured premium rates.
<b>Missing Participant Data:</b>	A missing census item for a given participant was assumed to equal the average value of that item over all other participants of the same status for whom the item is known.
<b>Health Care Reform Assumption:</b>	This valuation does not include the potential impact of any future changes due to the Patient Protection and Affordable Care Act (PPACA) and the Health Care and Education Reconciliation Act (HCERA) of 2010 other than the excise tax on high cost health plans beginning in 2018 (reflected with this valuation) and those previously adopted as of the valuation date. The addition of the excise tax in this valuation increased the actuarial accrued liability by 0.29% and normal cost by 1.52%.
<b>Demographic Assumptions:</b>	The demographic assumptions used in this valuation are the same as used in the Middlesex County Retirement System Actuarial Valuation and Review as of January 1, 2014 dated February 26, 2015 completed by Segal Consulting. A review of the demographic assumptions is beyond the scope of this assignment, however, we have no reason to doubt the reasonableness of the assumptions.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**Assumption Changes**

**since Prior Valuation:**

The per capita health costs were updated to reflect current experience.

The medical/drug trend assumption was revised to reflect future expectations.

The mortality assumptions were changed to match the assumptions used in the Middlesex County Retirement System Actuarial Valuation and Review as of January 1, 2014 dated February 26, 2015 completed by Segal Consulting.

The discount rate was increased from a pay-as-you-go discount rate of 4.5% to a fully funded discount rate of 7.5%.

The excise tax on high cost health plans beginning in 2018 was reflected in this valuation.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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**EXHIBIT III  
Summary of Plan**

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This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

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**Eligibility:**

Retired and receiving a pension from the Middlesex County Retirement System.

*Members hired before  
April 2, 2012*

**Group 1:**

- > Retirees with at least 10 years of creditable service are eligible at age 55;
- > Retirees with at least 20 years of creditable service are eligible at any age.

**Group 4**

- > Retirees are eligible at age 55;
- > Retirees with at least 20 years of creditable service are eligible at any age.

*Members hired on or  
after April 2, 2012*

**Group 1:**

- > Retirees with at least 10 years of creditable service are eligible at age 60.

**Group 4**

- > Retirees are eligible at age 55;
- > Retirees with at least 10 years of creditable service are eligible at age 50.

**Disability:** Accidental (job-related) Disability has no age or service requirement. Ordinary (non-job related) Disability has no age requirement but requires 10 years of creditable service.

**Pre-Retirement Death:** Surviving spouses of members who die in active service on Accidental (job-related) Death are eligible at any age. Surviving spouses of members who die in active service on Ordinary (non-job related) Death are eligible after two years of service.

**Post-Retirement Death:** Surviving spouse is eligible.

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

**Benefit Types:** The Town participants in the Minuteman Nashoba Health Group. Medical and prescription drug benefits are provided to all eligible retirees through a variety of plans offered by Harvard Pilgrim Health Care, Fallon Community Health Plan and Tufts Health Plan. The Town of Boxborough also pays 50% of the retiree life insurance premium. (Dental coverage is offered but it is 100% retiree paid and therefore has no impact on this valuation.)

**Duration of Coverage:** Lifetime.

**Dependent Benefits:** Medical and Prescription Drugs.

**Dependent Coverage:** Benefits are payable to a spouse for their lifetime, regardless of when the retirees dies.

**MGL Chapter 32B, Section 18A:** Effective July 1, 2011.

**Retiree Contributions:** Retiree contributions are 50% of premium rates. Premium rates as of June 1, 2014 for non-Medicare plans and January 1, 2014 for Medicare plans are summarized below and on the following page.

	Subscribers			<i>Retirees 65 and over*</i>	Monthly Premium (effective 6/1/2014)
	Active	Retiree	Total		
<b><u>Non-Medicare Plans</u></b>					
Tufts HMO					
Individual	3	2	5	0	\$581.00
Family	9	1	10	0	\$1,577.00
Harvard Pilgrim HMO					
Individual	0	3	3	0	\$592.00
Family	14	2	16	1	\$1,554.00
Fallon SelectCare					
Individual	2	0	2	0	\$523.00
Family	4	1	5	0	\$1,396.00
Fallon DirectCare					
Individual	1	1	2	0	\$493.00
Family	0	0	0	0	\$1,319.00
<b><u>Non-Medicare Total</u></b>	33	10	43	1	

**SECTION 4: Supporting Information for the Town of Boxborough June 30, 2014 Measurement Under GASB 43 and 45**

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	Subscribers			Monthly Premium (effective 1/1/2014)
	Active	Retiree	Total	
<b><u>Medicare Supplement Plans</u></b>				
Tufts Medicare Preferred Supplement with PDP Plus	N/A	8	8	\$349.00
<b><u>Medicare Advantage Plans</u></b>				
Tufts Medicare Preferred HMO	N/A	11	11	\$252.00
<b><u>Medicare Total</u></b>		19	19	
<b><u>Retiree Total**</u></b>		29		

\* 1 of 20 over-65 retirees are in a non-Medicare plan.

\*\* In addition, there are 18 surviving spouses or spouses of retirees covered under an individual or family policy.

**Retiree Life:** \$5,000

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**Plan Changes**

**Since the Prior Valuation:**

This valuation reflects a change in the retirement eligibility requirements for members hired on or after April 2, 2012.

8184360v1/10637.003





TOWN OF BOXBOROUGH  
Jennifer Barrett, Town Accountant  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: 978-264-1716 · Fax: 978-264-3127  
jbarrett@boxborough-ma.gov

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July 15, 2015

To: Board of Selectmen, Town Administrator

In February 2014, the IRS published a guide for Public Employers with reference to basic federal employment tax and reporting information. The quick reference guide publication 5138 references more detailed publications 963, 15, and 5137.

The purpose of my notice is to inform you of a necessary change in our reporting of Fringe Benefits that according to the IRS must be included on the employees W-2. Two types of Fringe Benefits that must be included are Vehicle Use and Work Clothes/Uniform Allowances.

Vehicle Use, though specifically stated in three contracts as available for personal use due to the nature of the position being on-call, must be reported as income. There are two methods available for calculating the value of the benefit. I will work with each individual to determine the best method for calculation. As the first step in the process, however, I am at this time requesting that the Selectmen choose to exclude the determined value from Federal income tax withholding. Massachusetts and Medicare withholdings are required.

Work Clothes and Uniform Allowances and Reimbursements are only excluded from wages if they are "specifically required... and are not worn or adaptable to general usage as ordinary clothing". Enforcement of this will require the assistance of anyone receiving this benefit to provide substantiation of non-adaptability. If an employee wishes to purchase items and use their uniform allowance, we must be billed directly by the vendor and pay directly to the vendor. If an employee submits expenses for reimbursement, the payment will be made through the payroll system unless the items are non-adaptable and documentation is provided.

I propose to begin effective July 1<sup>st</sup>, for inclusion on 2015 W-2 forms for the last 6 months of the year only. Each of the Department Heads that monitor Uniform Allowances have been made aware of the regulations and have informed their employees as well.

Please let me know if you have any questions.

Sincerely,

Jennifer Barrett  
Town Accountant



## Chief Warren B. Ryder

---

**From:** Nguyen, Pauline (ETH) <pauline.nguyen@state.ma.us>  
**Sent:** Monday, August 31, 2015 5:50 PM  
**To:** WRyder@Boxborough-MA.Gov  
**Subject:** RE: Your Inquiry  
**Attachments:** DISC 23(b)(3) Favor or Influence NEW2 7-10-12.doc; INST 23(b)(3) Favor or Influence NEW2 7-10-12.doc

Hi Warren,

I understand that you are currently the Chief of Police for the Town of Boxborough. You are seeking additional employment as temporary acting Chief of Police for the Town of Townsend. You state that there will be no overlapping duties or responsibilities between the two Chief of Police positions; and that in the event of dueling emergencies in both towns, you will be responsible for Boxborough first. You also state that Gordon Clark, a Special/Reserve Officer who occasionally works traffic detail assignments for the Boxborough Police Department, is a selectman in Townsend.

You asked whether the conflict of interest law prohibits you from holding both Chief of Police positions and how the law applies to you with respect to Gordon Clark.

### Chief of Police positions

Under Section 23(b)(2) of the conflict of interest law, G.L. c. 268A, a public employee may not use his official position to secure for himself or others unwarranted privileges of substantial value and which are not properly available to similarly situated individuals. As applied to you, while the conflict of interest law will not prohibit you from hold both Chief of Police positions, Section 23(b)(2) will restrict you from using Boxborough time, equipment or resources to do work for Townsend and vice versa. This means that you should keep both positions separate, by not using Boxborough work hours to also work for Townsend. Furthermore, your employment contract with Boxborough suggests that you may accept additional employment outside of normal business hours (9am-5pm). You stated that you would give each Town dedicated time – this would be in compliance with the conflict of interest law. If your regular work hours for Boxborough are 9am – 5pm as suggested by your employment contract, your regular work hours for Townsend must fall outside of those hours. It would be best if your contract with Townsend specifies your work hours so that it is clear that those hours will not conflict with your work hours for Boxborough, and that the contract makes clear that in the event of emergencies in both towns, you would prioritize Boxborough.

Please note that I can advise only under the conflict of interest law. However, other laws or regulations may apply and your employer may impose additional restrictions.

### Gordon Clark

If a matter comes before you in either of your Chief of Police positions involving or affecting Mr. Gordon Clark in any way, there will be an appearance of a conflict. For example, if a disciplinary matter involving Mr. Clark comes before you in your Boxborough position, it would be reasonable to conclude that you could be influenced by how you deal with the matter, because Mr. Clark is also the selectman in Townsend, where you would also serve a Police Chief. In situations where there is an appearance of a conflict, you have two options: 1) you may recuse yourself from the matter, and have somebody above you reassign the matter to someone else; or 2) you may file a 23(b)(3) disclosure with your appointing authority prior to participating in the matter. I have attached the 23(b)(3) disclosure form to this email along with instructions.

Please let me know if you have questions about this.

Pauline Nguyen  
Assistant General Counsel  
State Ethics Commission  
One Ashburton Place, Room 619  
Boston, MA 02108  
pauline.nguyen@state.ma.us  
617-371-9518

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**From:** Chief Warren B. Ryder [mailto:Wryder@Boxborough-MA.Gov]  
**Sent:** Monday, August 31, 2015 9:38 AM  
**To:** Nguyen, Pauline (ETH)  
**Subject:** RE: Your Inquiry

Good Morning Pauline,

Do you think I will have a response to my inquiry today? I have a meeting with the Boxborough Board of Selectmen this evening and this is on the agenda for discussion.

Thank you,  
-Warren

Warren B. Ryder  
Chief of Police

Boxborough Police Department  
520 Massachusetts Avenue  
Boxborough, MA 01719  
978-264-1751 Admin Line  
978-268-5123 Admin Fax

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**From:** Chief Warren B. Ryder [mailto:Wryder@Boxborough-MA.Gov]  
**Sent:** Thursday, August 27, 2015 8:08 AM  
**To:** 'Nguyen, Pauline (ETH)'  
**Subject:** RE: Your Inquiry

No problem Pauline,

My contract is attached. Under the HOURS OF WORK section you will see that my contract references being on call *"It is recognized that the Police Department is a 24 hour / 7 day operation and RYDER must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, RYDER will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours."*

There is also a mention of hours under vehicle usage (I would be using a Townsend vehicle for any travel involving them).

Townsend will be made aware that I am on call for Boxborough as my priority. My assistance to them is more to oversee the operations and to compile an assessment/audit of the department during their search for new a Chief.

Thanks for your time.

-Warren

Warren B. Ryder  
Chief of Police

Boxborough Police Department  
520 Massachusetts Avenue  
Boxborough, MA 01719  
978-264-1751 Admin Line  
978-268-5123 Admin Fax

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**From:** Nguyen, Pauline (ETH) [<mailto:pauline.nguyen@state.ma.us>]  
**Sent:** Wednesday, August 26, 2015 4:11 PM  
**To:** [WRyder@Boxborough-MA.Gov](mailto:WRyder@Boxborough-MA.Gov)  
**Subject:** RE: Your Inquiry

Hi Warren,

Would it be possible to email a copy of your Boxborough Police Chief contract? Under that contract, are you required to be on call 24/7?

Sorry about the multiple emails; this should be my last question.

Thanks,

Pauline Nguyen  
Assistant General Counsel  
State Ethics Commission  
One Ashburton Place, Room 619  
Boston, MA 02108  
[pauline.nguyen@state.ma.us](mailto:pauline.nguyen@state.ma.us)  
617-371-9518

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**From:** Chief Warren B. Ryder [<mailto:WRyder@Boxborough-MA.Gov>]  
**Sent:** Tuesday, August 25, 2015 1:41 PM  
**To:** Nguyen, Pauline (ETH)  
**Subject:** RE: Your Inquiry

Ms. Nguyen,

Thank you for your response. Gordon Clark is a Special/Reserve Officer who occasionally works traffic detail assignments for the Boxborough Police Department. There will be NO overlapping duties/responsibilities between the Chief of Police positions in either of the two towns. I am proposing to give each community dedicated time and in the event of dueling emergencies in both towns, I will be responsible for Boxborough first.

Thank you,

Warren B. Ryder  
Chief of Police

Boxborough Police Department  
520 Massachusetts Avenue  
Boxborough, MA 01719  
978-264-1751 Admin Line  
978-268-5123 Admin Fax

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**From:** Nguyen, Pauline (ETH) [<mailto:pauline.nguyen@state.ma.us>]  
**Sent:** Tuesday, August 25, 2015 1:15 PM  
**To:** [wryder@boxborough-ma.gov](mailto:wryder@boxborough-ma.gov)  
**Subject:** Your Inquiry

Hi Warren,

Can you tell me what Gordon Clark's position is at the Boxborough Police Department? Could you also tell me whether there are any overlapping duties/responsibilities between the Chief of Police positions in the two towns?

Thank you.

Pauline Nguyen  
Assistant General Counsel  
State Ethics Commission  
One Ashburton Place, Room 619  
Boston, MA 02108  
[pauline.nguyen@state.ma.us](mailto:pauline.nguyen@state.ma.us)  
617-371-9518

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**From:** Chief Warren B. Ryder[[SMTP:WRYDER@BOXBOROUGH-MA.GOV](mailto:SMTP:WRYDER@BOXBOROUGH-MA.GOV)]  
**Sent:** Monday, August 24, 2015 1:39:01 PM  
**To:** requestadvice  
**Subject:** Follow up on call about Request for advice  
**Auto forwarded by a Rule**

Warren B. Ryder

[wryder@boxborough-ma.gov](mailto:wryder@boxborough-ma.gov)

617.908.2865 cell – 978.264.1760 office

Good afternoon,

I am the appointed Police Chief for the Town of Boxborough, MA. The reason for my communication is that;

1. I am seeking additional employment as a temporary Acting Chief of Police for the Town of Townsend, MA.
2. Townsend, MA is three member board of Selectmen form of government and will be down to two members before this temporary position is filled and the third seat will be vacant until the next election.
3. One of the Townsend Selectmen is Gordon Clark. Clark is also employed and has worked for the Boxborough Police Department for the last 15 years.

I am respectfully seeking your opinion as to if there may be any possible ethics conflict with my additional employment with Townsend or with Selectmen Clark.

You may reach me at the above numbers or email address and you may leave messages as you deem necessary. I am appearing before the Boxborough Selectmen on August 31, 2015 to speak to this matter.

Thank you for your time and I look forward to hearing from you.

Sincerely,

Warren B. Ryder

Warren B. Ryder  
Chief of Police

Boxborough Police Department  
520 Massachusetts Avenue  
Boxborough, MA 01719  
978-264-1751 Admin Line  
978-268-5123 Admin Fax

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## ADMINISTRATION

# Memo

**To:** Board of Selectmen  
**From:** Selina Shaw, Town Administrator *SS*  
**Re:** Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace)  
**Date:** August 31, 2015

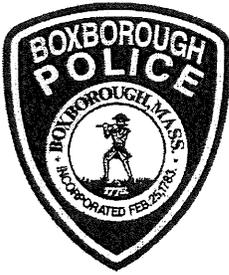
Recognizing that there were some employees who enjoy the sport of hunting early in the morning before work hours, or after work hours, the Board of Selectmen approved the *Exception to Weapons Possession* to allow those employees, meeting certain requirements and following specific procedures, to carry hunting weapons in their vehicle on town property.

Late last year, the police department investigated a complaint about an employee who brought a weapon into the workplace itself. In the course of that investigation, the Chief recommended that the *Exception to Weapons Possession* should be rescinded.

Since the hunting season will begin with archery on October 19, I would like to bring the matter before the Board to discuss tonight so that there will be ample time to notify employees should the Board vote to rescind the exception. Included with this memo are:

- Police Chief's memo, dated December 31, 2014 regarding DPW Firearms Investigation
- Town Administrator's (annual) memo, dated September 26, 2014, regarding Exception to Weapons Possession and process and requirements for requesting carry a hunting weapon on town property
- Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace)
- Employee Application for Hunting Weapon Storage on Town Property

Thank you for your consideration of this matter.



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

To: Board of Selectmen  
Cc: Town Administrator, Selina Shaw  
From: Chief Warren B. Ryder  
Date: December 31, 2014  
Re: DPW Firearms Investigation

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I offer the following comments and recommendations on recent firearms complaints at the Department of Public Works (DPW). The two complaints are that firearms had regularly been brought inside the DPW and on one occasion a handgun was left overnight and unsecured on a chair in the DPW break room. Boxborough Police Officer Robert Bielecki was assigned the investigation and has prepared the attached official report of his findings. In summary, there are sufficient facts to validate the allegations that unsecured firearms had been removed from DPW Employee - [REDACTED] vehicle and brought into the DPW in plain view in direct violation of the established Town Policy. The second allegation of unsecured firearms being left out overnight was not substantiated despite the complainants' statement that "everyone" at the DPW witnessed it. The complainant could not remember the exact date of the incident other than it was a few weeks ago.

I closing, I strongly recommend that the Town of Boxborough – Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace) be rescinded. While weapon storage in a vehicle may be allowed by law, it is not a recommended practice. The risks and potential liability exposure to the Town far outweigh the employee benefits.

Please contact me if you have any questions or comments.

wbr/cop



## ADMINISTRATION MEMO

**To:** All town employees  
**From:** Selina Shaw, Town Administrator   
**Date:** September 26, 2014  
**Re:** Exception to Weapons Possession (Policy on Prevention of Violence in the Workplace)  
**Cc:** Board of Selectmen

In 2006, the Board of Selectmen adopted the Policy on Prevention of Violence in the Workplace. Because Section V *Prohibited Actions and Sanctions* prohibits employees from possession of a weapon during the course of working hours unless written authorization is granted by the Board of Selectmen and/or Town Administrator "where the employee has a demonstrated need to possess a weapon while at work," the Selectmen, at their meeting on October 16, 2006, developed the following procedure to enable those who enjoy hunting before or after work hours to carry their hunting weapon in their vehicle on town property.

An employee seeking an exemption under the policy during hunting season shall make written application to the Town Administrator for permission to carry a shotgun, muzzle-loading firearm or bow. A copy of the employee's current valid hunting license must be included with the exemption application. Employee shall specify the type of weapon as well as the period for which the employee is requesting the exemption.

Permission will be granted subject to the following conditions:

- Shotguns and muzzle-loading firearms shall be unloaded and encased in a locked container or equipped with a suitable trigger lock.
- Ammunition shall be separately "packaged."
- Weapons are to be secured, out of view in employee's locked vehicle.
- Weapons and ammunition shall not be removed from employee's vehicle while on town-owned property.

If you'd like to be able to carry your hunting weapon in your vehicle on town property, please submit the attached application to me, enclosing a copy of your hunting license. Please note the specifics of the weapon and ammunition that you would like to carry and the dates for which you would like permission [for example, deer hunting season - "archery" October 20 - November 29; "shot gun" December 1- December 13; "muzzle," December 15 - 31. By submitting this signed application you agree to the conditions established by the Board of Selectmen on October 16, 2006. Application forms can be obtained from your department head or from me.

Please don't hesitate to contact me with any questions.



**TOWN OF BOXBOROUGH**  
**EXCEPTION TO WEAPONS POSSESSION**  
**(POLICY ON PREVENTION OF VIOLENCE IN THE WORKPLACE)**

The Board of Selectmen adopted the Policy on Prevention of Violence in the Workplace on January 9, 2006. Because Section V *Prohibited Actions and Sanctions* prohibits employees from possession of a weapon during the course of working hours unless written authorization is granted by the Board of Selectmen and/or Town Administrator "where the employee has a demonstrated need to possess a weapon while at work," the Selectmen, developed the following procedure to enable those who enjoy hunting before or after work hours to carry their hunting weapon in their vehicle on town property.

An employee seeking an exemption under the policy during hunting season shall make written application to the Town Administrator for permission to carry a shotgun, muzzle-loading firearm or bow. A copy of the employee's current valid hunting license must be included with the exemption application. Employee shall specify the type of weapon as well as the period for which the employee is requesting the exemption.

Permission will be granted subject to the following conditions:

- Shotguns and muzzle-loading firearms shall be unloaded and encased in a locked container or in locked trunk.
- Ammunition shall be separately "packaged."
- Weapons are to be secured, out of view in employee's locked vehicle.
- Weapons and ammunition shall not be removed from employee's vehicle while on town-owned property.



**Town of Boxborough**  
**Employee Application for Hunting Weapon Storage on Town Property**

I hereby acknowledge receipt of *Exception to Weapons Possession* (Policy on Prevention of Violence in the Workplace) on \_\_\_\_\_  
Date

I wish to apply for an exemption to Section V- Prohibited Actions and Sanctions of the Policy on Prevention of Violence in the Workplace and agree to the conditions set forth in the exception addendum, dated October 16, 2006.

A copy of my current Massachusetts Hunting License is attached hereto.

**Personal Information:**

Requesting Party: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Emergency Contact No: \_\_\_\_\_  
Position: \_\_\_\_\_  
Department: \_\_\_\_\_

**Vehicle Information:**

Reg./Plate No: \_\_\_\_\_ State: \_\_\_\_\_  
Year/Make/Model/Color: \_\_\_\_\_  
Town Lot to be used: \_\_\_\_\_

**Weapon Information:**

**Archery Shot Gun Primitive/Muzzle**

Specific Description of Weapon to be stored: \_\_\_\_\_  
\_\_\_\_\_

Specific Description of Ammunition/Projectile to be stored: \_\_\_\_\_  
\_\_\_\_\_

Period Requested for: \_\_\_/\_\_\_/20\_\_\_ Thru \_\_\_/\_\_\_/20\_\_\_

**Signature of Requesting Party:** \_\_\_\_\_

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

Return to: Selina S. Shaw,  
Town Administrator  
Boxborough Town Hall  
29 Middle Road  
Boxborough, MA 01719

Authorizing Signature: \_\_\_\_\_

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

*A copy of this signed, authorized application shall be kept in said vehicle  
in order to allow weapon storage.*



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# 2015 MassWorks Grant Application Route 111 Sidewalk – Library to Liberty Square Road

## SECTION 1 - APPLICANT INFORMATION

**Name of Municipality or Public Entity**

Town of Boxborough \*

**Executive Officer or Designee for Project**

Vincent M. Amoroso, Chair of the Board of Selectmen \*

**Application Contact (if different from above)**

Adam Duchesneau \*

**Title:**

Town Planner \*

**Address:**

29 Middle Road \*

**City:**

Boxborough \*

**State:**

MA

**Zip:**

01719 \*

**Phone:**

(978) 264-1723

**Fax:**

(978) 264-3127

**E-mail Address:**

[ADuchesneau@Boxborough-MA.gov](mailto:ADuchesneau@Boxborough-MA.gov)

## SECTION 2 - PROJECT TYPE AND DESCRIPTION

2.1. Please select one of the following project types that best describe your project. \*

- Mixed-use development with density of at least 4 units to the acre
- Housing development at a density of at least 4 units to the acre
- Economic development and job creation and retention
- Transportation improvements to enhance safety in small, rural communities

**2.2. Is the population of the host community 7,000 or below? \***

Yes  No

**2.2.b. If yes, has the host community received a Small Town Rural Assistance Program (STRAP) grant in the last 5 years?**

Yes  No

**2.3. Project Description**

Please provide a detailed description of the public infrastructure project for which you are requesting grant assistance that includes a full explanation of the uses for which this grant is being requested. Please provide a concise explanation of how the infrastructure project will advance the host community's housing, economic development and/or community revitalization objectives, or if your community has a population of 7,000 or less, how the project will enhance public safety and transportation.

If housing is not supported by this application request, please identify mixed-use or housing development efforts (such as overlay districts, new zoning bylaws) which support housing development of at least 4 acres per unit for single family development and 8 acres per acre for multifamily development that have been adopted in other locations (e.g. accepted at town meeting) by your community.

If the MassWorks Infrastructure Program funding is intended for a specific element of a larger public infrastructure project, please describe that element and its relationship to the overall project.

Please be advised that no more than 10% of the total grant request may be used for design/engineering, except in communities with a population of 7,000 or less, where the communities are eligible to apply for full design/engineering costs along with a construction grant.

Boxborough, a rural community of roughly 5,000 residents situated between Route 2 and Interstate 495, is striving to improve town-wide pedestrian access. In the mid-2000s, the Town worked to complete 3,000 feet of sidewalks in the heart of the community, connecting the Elementary School, the Public Library, Town Hall, the Police and Fire Department facilities, the Boxborough Community Center, a large 48 unit housing development, and area small businesses. Much of this sidewalk network was built by a local developer as part of that housing project, while the Town obtained permits from MassDOT for new crosswalks on Route 111 (Massachusetts Avenue), working closely with landowners to acquire a permanent easement for the sidewalks through Town Meeting.

Since that time, there has been a substantial increase in pedestrian traffic along Route 111 including a significant number of children who cross Route 111 to get to the school, library, Stow Road athletic field, or the shopping plaza. The Planning Board has been working since 2002 on the development of a dedicated pedestrian trail along Route 111 from Harvard to Acton. Through Executive Order 418 and a grant of \$30,000, the Town worked with the Metropolitan Area Planning Council and a private consultant to create a Route 111 Economic Development Trail Master Plan. From this plan, the first 3,000 foot section of sidewalk from Town Hall to the school was constructed.

With the increased use, a significant safety issue has developed for people traveling along Route 111 to get to the various Town facilities and businesses as this heavily traveled roadway is the only east-west transportation corridor across Boxborough connecting I-495 to Route 2. This particular section of Route 111 lacks an improved shoulder due to the width of the road (approximately 22 feet), the presence of a guardrail, and adjacent stream and wetlands. Pedestrians and cyclists are forced to enter into the travel lane and into the path of on-coming traffic en route to their destinations. This important public safety and transportation project will enhance residents' access and travel safety to the numerous community facilities along Route 111 by providing a designated pedestrian sidewalk. The project is also consistent with the Town's Master Plan which calls for a sidewalk along the entire length of Route 111 and speaks to a safe and convenient transportation circulation system in its Goals and Objectives.

This next section of sidewalk, approximately 2,500 feet in length, would be constructed on the north side of Route 111 providing designated pedestrian access along a stretch of roadway where there is virtually no shoulder. This portion of the project already involved a commitment of Town Meeting to fund \$15,000 for design and engineering plans, as well as negotiations with MassDOT staff regarding work within the state right-of-way. As part of these negotiations, MassDOT has agreed to engineer, design, and construct a culvert extension for a complicated crossing

of Guggins Brook just east of the library, a project on which they are already working (Project # 607955). MassDOT's investment in this project represents approximately \$500,000. However, the Town will still be responsible for replicating wetlands and providing compensatory floodplain storage on Town land as part of this culvert extension project, as well as designing and constructing the sidewalk crossing over the extension and constructing the entire length of the new sidewalk.

The requested MassWorks Grant funding would be used for the construction of the eastward extension of the Route 111 sidewalk beginning at the Public Library to Liberty Square Road and would include the design and construction of a sidewalk crossing over the new Guggins Brook culvert extension. The Town will be moving forward with the state permitting process and Notice of Intent with the Conservation Commission in the next few months.

### **SECTION 3 - PUBLIC INFRASTRUCTURE PROJECT**

#### **3.1. Amount of funds requested**

\$380,215.00 \*

#### **3.2. Name of proposed project**

Route 111 Pedestrian Improvement Project

#### **3.3. Project site address**

Route 111 from 427 Massachusetts Avenue (Sargent Memorial Library) to the Intersection with Liberty Square Road

#### **3.4. Is the project site publicly owned?\***

Yes  No

#### **3.5. Describe type of ownership (select all that apply).\***

- Public land
- Right of Way
- Leasehold
- Easement
- Other

#### **3.5.b. If other, please explain.**

(N/A)

#### **3.6. If not currently public, will the site be publicly owned by the project start date?\***

Yes  No

#### **3.6.b. If not, please explain and include details about the nature, timing, and mechanism of the public acquisition.**

(N/A)

#### **3.7. Is the project seeking other sources of public funds?\***

Yes  No

3.8. Has the project been subject of a local public hearing or meeting?\*

Yes  No

3.9. Will the project be ready to proceed with construction in the upcoming construction season?\*

Yes  No

#### SECTION 4 – PREPARING FOR SUCCESS

4.1. Does the project support transit-oriented developments (that is, developments located within one-half mile of a transit station; further, transit station is defined as a subway or rail station, or a bus stop serving as the convergence of two or more bus fixed routes that serve commuters)?\*

Yes  No

4.1.b. If yes, please identify the type of transit services and name of location/station:  
(N/A)

4.2. Does the project support the redevelopment of a previously developed site?\*

Yes  No

4.3. Does the project support a development containing a mix of residential and commercial uses, with a residential density of at least four units to the acre?\*

Yes  No

4.4. Does the project support the development of new housing (or a mix of uses including housing) with a residential density of at least four units to the acre?\*

Yes  No

4.5. Is the project supported by two or more communities?\*

Yes  No

4.5.b. If yes, please attach letters of support from each community. At least one letter, from a community other than yours, is required.  
(N/A)

4.6. Is the project located in a Gateway City? \*

Yes  No

4.7. Is the project consistent with MassDOT's Complete Streets design guidelines? Please note, if the project impacts a state owned roadway the project proponent will be required to adhere to the Complete Street design guidelines. \*

Yes  No

4.7.b. If no, please explain.

N/A

4.8. Is the project consistent with the City or Town's Master Plan?\*

Yes  No

4.9. Is the project consistent with a Regional Planning Agency regional growth plan?\*

Yes  No

4.9.b. If yes, please identify the plan.

The 495 MetroWest Development Compact Plan

4.10. Is the proposed project expected to support future growth, within the next five years, in and around the project area?\*

Yes  No

4.11. Does the municipal zoning allow, by-right, each of the housing or economic development project(s) identified in this application? If not, please describe the existing zoning and any steps that have been taken to amend the zoning to allow the project(s) to proceed by-right or by expedited permit process.\*

Yes  No

4.11.b. If no, please explain (2,000 character limit):

This project does not directly involve a housing or economic development initiative. This proposed Route 111 Pedestrian Improvement Project will provide for transportation infrastructure improvements to enhance roadway safety in a small, rural community with a population of less than 7,000 people. The project calls for the construction of an approximately 2,500 foot long sidewalk on the north side of Route 111 to enhance access to the Elementary School, Public Library, Town Hall, Police and Fire Department facilities, Boxborough Community Center, and area small businesses. Additionally, the project will also connect two proposed housing developments off of Stow Road at its western most end to the amenities along Route 111. A parcel of land owned by the Town's Affordable Housing Trust will be developed into approximately 25 mixed-income home ownership units, and directly across Stow Road to the west, the property owner is in discussions with the Planning Board regarding a proposed 100 unit senior housing development. Providing enhanced pedestrian access along Route 111 for these future housing developments to the library and beyond will be a great benefit to these housing projects.

4.12. Is your community engaged, or in the process of engaging in a Community Compact with the Commonwealth?\*

Yes  No

4.12.b. If yes, please provide the status of your Community Compact.

The Town of Boxborough's Board of Selectmen voted on Monday, August 17, 2015 to participate in a joint application submission with the Towns of Acton, Littleton, Maynard, and Westford for a Community Compact with the Commonwealth of Massachusetts for the CrossTown Connect Transportation Management Association as a "best practice" for transportation. The Compact will be signed on September 3, 2015.

4.13. Does this project fall within an Expedited Local Permitting District/Chapter 43D District?\*

Yes  No

**4.13.b If yes, what is the name of the Chapter 43D District?**

N/A

**4.14. Does this project fall within a Growth District?\***

Yes  No

**4.15. Does your municipality have a Chapter 40R District or Compact Neighborhood Designation?\***

Yes  No

**4.16. Is the proposed project located within a Chapter 40R District or Compact Neighborhood?\***

Yes  No

**4.17. Is the project located within any of the regions that have a Land Use Priority Plan which identifies priority development and preservation areas (e.g., South Coast Rail Corridor, 495/Metrowest Compact, Merrimack Valley, Central MA or Metro North region).\***

Yes  No

**4.17.b. If yes, does this project fall within a state identified Priority Development Area or a Priority Preservation Area?**

- Priority Development Area
- Priority Preservation Area

**4.17.c. If yes, what is the name of the Priority Area?**

N/A - Project does not fall into any specific Priority Development or Preservation Area.

**4.18. Please explain how the proposed project is consistent with the Land Use Priority Plan for your region. If not identified as a state of regional priority area, how is the location and/or development consistent with the plan? (4,000 character limit):**

The project is consistent with the 495/MetroWest Development Compact Plan in that it will provide the needed infrastructure to advance Boxborough's community housing initiatives, economic development, and enhance public safety and transportation within the Town. The project is consistent with Regionally Significant Transportation Investments (RSTIs), as defined in the Compact Plan, which are critical in supporting the increased development of identified Priority Development Areas while respecting the need to protect Priority Preservation Areas. RSTIs are transportation projects that increase efficiency and enhance interconnectivity for facilities which address transportation needs across multiple cities or towns or larger geographic regions. In most cases, these potential projects address major roadways; however, they also address transit, bicycle, and pedestrian facilities that meet regional travel needs, either individually or collectively. Additionally, this project is also consistent with one of the Compact Plan's identified next steps for municipalities which encourages communities to partner with their neighbors to advance regionally significant projects which require collaboration among multiple communities to recognize the greatest benefit, the ultimate goal of the Route 111 Economic Development Trail Master Plan. This project will also increase regional transportation choices and support reductions in greenhouse gas emissions as emphasized by the Global Warming Solutions Act and the GreenDOT initiative noted in the Compact Plan by providing a safer and alternative way to reach Town facilities and businesses along Route 111.

Although the Town of Boxborough has not formally adopted Chapter 43D, it has pursued its own form of expedited permitting, holding joint hearings between the Zoning Board of Appeals and the Planning Board and shortening the average permitting process to three months.

The Town is served by a municipal electric and light plant and is not currently eligible for a Green Community designation.

**4.19. Has your community received a Green Community Designation from the Executive Office of Energy and Environmental Affairs?\***

Yes  No

**4.20. Will the proposed project impact or involve (directly or indirectly) a state owned highway or roadway?\***

Yes  No

**4.20.b. If yes, what is the name of the state owned highway or roadway that will be impacted. If multiple highways or roadways will be impacted please list them.**

Route 111 (Massachusetts Avenue).

**4.20.c. If yes, have you reviewed the project with your local MassDOT District Office?**

Yes  No

## **SECTION 5 - PROJECT MAP**

**Please provide maps, photographs or any other graphics which delineate the project site and its context. Please see the attached maps, plans, photographs, and letters of support.**

**SECTION 6 - BUDGET AND SOURCES**

6.1: Please provide a breakdown of the project budget in the following table.

This should include the cost of each project element (surveying, permitting, design, bid, construction oversight, construction, etc.) and should not be limited to the work which will be covered by the MassWorks Grant.

Please also indicate if the cost listed is an estimate or if the work has been bid and if MassWorks funds will be used for each element of work listed.

Please be advised that no more than 10 % of the total grant request may be used for design/engineering, except in communities with a population of 7,000 or less, where the communities are eligible to apply for full design/engineering costs along with a construction grant.

Action	Cost	Cost Estimate OR Previously Bid	Requesting MassWorks Infrastructure Program grant support for this use (check box)
Survey *	\$5,000.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Permitting *	\$13,000.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Design/Engineering *	\$4,500.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Construction *	\$287,715.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other: Bid & Constructio	\$21,500.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other: Police Detail	\$45,000.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other: Contingency	\$69,500.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other:		<input type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input type="checkbox"/>
Other:		<input type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input type="checkbox"/>
<b>Total:</b>	<b>\$446,215.00</b>		

2015 MassWorks Grant Application Form

Please complete the following table with budget sourcing information.

Please identify all sources of funding that will support the proposed public infrastructure project, including the total requested MassWorks Infrastructure Program grant.

Please specify whether each funding source is secured or currently pending approval.

Source	Amount	Secured OR Pending	Additional Details
MassWorks *	\$380,215.00	<input type="checkbox"/> Secured <input type="checkbox"/> Pending	This state funding will support the bulk of the project cost as the Town currently has very little of its own funding to support the project.
Municipality *	\$66,000.00	<input type="checkbox"/> Secured <input type="checkbox"/> Pending	The Town has approximately \$7,000 remaining from a Town Meeting Warrant Article in 2008 to use towards the project and will soon have an additional \$59,000 in its Sidewalk Fund by September 2015 from a donation per a development agreement for a Comprehensive Permit project, which can also be used.
Federal *	\$0	<input type="checkbox"/> Secured <input type="checkbox"/> Pending	N/A
Other:		<input type="checkbox"/> Secured <input type="checkbox"/> Pending	
Other:		<input type="checkbox"/> Secured <input type="checkbox"/> Pending	
Other:		<input type="checkbox"/> Secured <input type="checkbox"/> Pending	
Other:		<input type="checkbox"/> Secured <input type="checkbox"/> Pending	
<b>Total:</b>	<b>\$446,215.00</b>		

**SECTION 7 - PROJECT SCHEDULE AND MILESTONES**

Please provide a project schedule and anticipated project milestones for the public infrastructure project for which the community is seeking grant assistance.

Milestone	Start Date	End Date
Survey	11/1/2015	1/1/2016
Permitting	12/1/2015	6/1/2016
Design/Engineering	1/1/2016	5/1/2016
Bid/Contract	3/1/2016	5/1/2016
Start Construction	6/1/2016	
25% Construction	6/22/2016	
50% Construction	7/13/2016	
75% Construction	8/3/2016	
100% Construction	9/1/2016	
Punch List	9/1/2016	10/1/2016

**SECTION 8 - READINESS CHECKLIST**

Please provide a list of all permits and other actions required for this project, the current status of those permits, and the timeframe in which the permits will be obtained. Please specify all required local permits and the status of each.

Required Permit	Filing/Request Date	Anticipated Date of Filing	Anticipated Date of Issuance
<input checked="" type="checkbox"/>	MEPA: ENF	1/1/2016	4/1/2016
<input type="checkbox"/>	MEPA: EIR/FEIR		
<input checked="" type="checkbox"/>	Order of Conditions	2/1/2016	6/1/2016
<input type="checkbox"/>	Superseding Order of Conditions		
<input type="checkbox"/>	401 Water Quality Certification		
<input type="checkbox"/>	Water Management Act Permit		
<input checked="" type="checkbox"/>	MassDOT Access Permit	12/1/2015	3/1/2016
<input type="checkbox"/>	Sewer Extension Permit		
<input type="checkbox"/>	Mass Historic Commission Review		

<input checked="" type="checkbox"/>	Utility relocation	1/1/2016	4/1/2016
<input type="checkbox"/>	Article 97 Land Disposition		
<input checked="" type="checkbox"/>	Other Permit: Natural Heritage & Endang	2/1/2016	6/1/2016
<input type="checkbox"/>	Other Permit:		
<input type="checkbox"/>	Other Permit:		
<input checked="" type="checkbox"/>	Local Permit: Public Shade Tree Remova	1/1/2016	3/1/2016
<input checked="" type="checkbox"/>	Local Permit: Stone Wall Removal/Alter	1/1/2016	3/1/2016
<input type="checkbox"/>	Local Permit:		
<input type="checkbox"/>	Local Permit:		

**SECTION 9 - DEVELOPMENT PROJECT**

The following questions relate to the private development project that will be supported by the public infrastructure grant request. Please include only information related to the private development project in your answers below.

**Note:** Applications for transportation projects to enhance safety in small, rural communities with a population of 7,000 or below are required to complete the first question only.

9.1. Is the applicant seeking grant funds to support a transportation project to enhance safety in a small, rural community with a population of 7,000 or less?

If yes, the applicant is not required to complete the remaining questions in the Development Project form.

Yes  No

**SECTION 10 - CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION**

If a vote has been taken, please submit a certified copy of the vote taken by the executive body authorizing acceptance of state funding for this project.

(A certified copy of the Selectmen's vote was submitted via digital and hard copy)

If your community requires a vote to authorize acceptance of state funding for this project but the vote has not been taken, please explain the timeframe in which this will be *completed*. If a vote is not needed, please explain.

A vote by the Board of Selectmen to authorize acceptance of state funding for this project has been taken and a certified copy of the vote has been submitted with this application.

Please complete the following statement:

2015 MassWorks Grant Application Form

I, Vincent M. Amoroso, Chair\*, hereby certify that I am duly authorized to submit this application on behalf of the Town of Boxborough\* and to agree to implement the MassWorks Infrastructure Program requirements on behalf of said municipality. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to make the MassWorks Infrastructure grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.

<u>Vincent M. Amoroso</u> *	<u>Chair of the Board of Selectmen</u> *	<u>8/28/2014</u> *
Name	Title	Date

**Please print, complete, sign, date, and mail the following document within two (2) weeks of your application submission.**

**Please return an original copy of the signed authorization letter to:**

MassWorks Infrastructure Program  
Executive Office of Housing and Economic Development  
1 Ashburton Place, Room 2101  
Boston, MA 02108



**BOXBOROUGH BOARD OF SELECTMEN**  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: (978) 264-1712 · Fax: (978) 264-3127  
[www.boxborough-ma.gov](http://www.boxborough-ma.gov)

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

August 31, 2015

MassWorks Infrastructure Program  
Executive Office of Housing and Economic Development  
1 Ashburton Place, Room 2101  
Boston, MA 02108

Re: Boxborough 2015 MassWorks Infrastructure Program Grant Application

To Whom It May Concern:

The Boxborough Board of Selectmen enthusiastically supports and respectfully requests that you consider the Town of Boxborough's project under the MassWorks Infrastructure Program. This project will be the most significant extension of our Massachusetts Avenue corridor trail concept to improve public safety and public access in an area of the town that is intensively used for a variety of purposes. The proposed improvement area is situated along a section of Route 111 (Massachusetts Avenue) which connects to the Blanchard Elementary School, the Sargent Memorial Library, the Police and Fire Departments, the Department of Public Works, and several nearby densely populated residential developments and businesses.

Our corridor trail concept along the entire length of Route 111 in Boxborough has been under development since 2002 when the Town received \$30,000 through the state and the Metropolitan Area Planning Council under Executive Order 418, which included the development of a Conceptual Trail Plan. This proposed project will extend an existing roadside trail passage for pedestrian and bicycle traffic along Massachusetts Avenue eastward from the school and library to Liberty Square Road. It will provide a much-needed safe path through the busiest section of the town serving school children, local residents, and the general public. Over the past few years we have observed a noticeable increase in pedestrian traffic along the length of Route 111 from our borders with the neighboring towns of Harvard and Acton. We would like to enhance public safety along a section of the highway that is notoriously difficult and dangerous for passage on foot or bicycle.

In addition to enhancing general public safety, the Massachusetts Avenue roadway trail project will facilitate access to our existing trail network on nearby public and conservation lands, promoting greater enjoyment of the town's conservation and passive recreational facilities.

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Selina S. Shaw, Town Administrator  
[sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)

We look forward to the opportunity to construct the next segment of the proposed roadway trail system. Based upon public input to the Board of Selectmen, we believe it will enjoy significant use and increase the safety of the public walking or bicycling along a section of Massachusetts Avenue which today is quite dangerous due to the narrow right-of-way and presence of culverts and guard rails.

If the Board of Selectmen can assist in this process in any way, please do not hesitate to contact us via Town Administrator Selina Shaw at 978-264-1712 or [SShaw@Boxborough-MA.gov](mailto:SShaw@Boxborough-MA.gov).

Thank you for your time and consideration.

Sincerely,

Vincent M. Amoroso, Chair  
Boxborough Board of Selectmen



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

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

August 31, 2015

Secretary Jay Ash  
Executive Office of Housing and Economic Development  
1 Ashburton Place  
Boston, MA 02108

Dear Secretary Ash:

I, Vincent M. Amoroso, Chair of the Board of Selectmen hereby certify that I am duly authorized to submit this application on behalf of the Town of Boxborough, Massachusetts and to agree to implement the MassWorks Infrastructure Program requirements on behalf of said municipality. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to make the MassWorks Infrastructure grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.

_____	<u>Chair, Board of Selectmen</u>	<u>August 31, 2015</u>
Name	Title	Date

**Please return an original copy of the signed authorization letter to:**  
MassWorks Infrastructure Program  
Executive Office of Housing and Economic Development  
1 Ashburton Place, Room 2101  
Boston, MA 02108





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**August 17, 2015**

APPROVED: \_\_\_\_\_

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

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

**EXECUTIVE SESSION**

At 6:32 PM, Chair Amoroso moved to adjourn to executive session in the Town Administrator's Office to discuss strategy with respect to collective bargaining (MassCOP Local 200 – Boxborough Police Officers) 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 Bak. **Approved 5-0 by Roll Call Vote: Gorman "aye"; Stemple "aye"; Bak "aye"; Fox "aye"; and Amoroso "aye."** It was noted that open meeting may have a detrimental effect on the bargaining position of the Board.

Chair Amoroso re-convened the meeting at 7:00 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.

**APPOINTMENTS**

Inspector of Buildings, David Lindberg, was present to discuss several items.

- Discussion was re-opened on the Town's proposed banner policy. BI Lindberg has been working on this over the past several months and provided a brief background on this proposal. The current draft policy and application were revised based on the input received at previous Selectmen's meetings. Input from Town boards and the public has also been compiled and is provided in the packet. The responses seems evenly split as to whether there is support for this. There should now be enough information to determine whether to move forward with this policy. The Selectmen suggested additional revisions. There was discussion on banner storage/disposal, the installation process and necessary hardware. Energy Committee Chair Francie Nolde advised they would like to hang their LittleBoxSolar notice as soon as possible. Further to the recommendation of the Inspector of Buildings and Police Chief, Chair Amoroso moved to authorize the location for the hanging banners across Massachusetts Avenue in the vicinity of pole 57, and further, to approve the banner policy and modified as discussed. Seconded by Member Bak. **Approved 4-1 (Nay, Member Gorman).**
- BI Lindberg provided an update & summary of recent Town Hall renovations and presented a landscaping improvement proposal. Nothing is being formally proposed at this time; this presentation is to simply provide an initial review and to seek the Board's input. He spoke to the diagrams provided and photos of possible paving materials. This project would improve the "street value" of Town Hall and increase the greenspace. Landscape architect and Planning Bd. member Hongbing Tang generously donated her time & talents. With the assistance of Ms. Tang, and his Dept. Asst. Denise Monteiro he developed this proposal. Most of the current plantings will be removed and others planted within the new greenspace. There was discussion about the Town Hall war memorials and installation of a "Town Hall" sign. There was discussion regarding the current and proposed paving materials for the front steps and walkway areas. The CPA funding to repair the front steps was approved at Town Meeting, however subsequent estimates for both the steps and the walkway areas have come in higher than projected. Contractors have suggested replacing them with stamped concrete and/or asphalt. The Selectmen provided input and suggestions. These paved sections will need differentiation but also a smooth transitions. These improvements should include additional railings for the stairs. There were concerns with the paving samples presented and it was suggested that BI Lindberg seek out other examples.

- Ed Whitcomb, Chair of the Steele Farm Advisory Committee (SFAC), member, Bruce Hager along with Inspector of Buildings, David Lindberg, were present to discuss the Steele Farm barn exterior renovation project, the bid results and a reserve fund transfer request. SFAC Chair Whitcomb advised that the Town had received two acceptable bids, however both proposals came in above the CPA approved funding amount. There was discussion as to how the estimated cost was arrived at and those contractors involved in providing these initial estimates. There was also discussion on the bid process; the requisite timeframe(s) and some of the mandates that impede the Town's ability to attract qualified, reasonably priced contractors. It is stated in the bid packet that the project is to be completed by November 14, 2015. Whitcomb advised that the SFAC is seeking a RFT to cover the CPA funding shortfall so that the lower bid can be accepted and they can proceed with this project before winter comes. Chair Amoroso moved forward to the Finance Committee for approval the request to transfer \$7,000 from the Reserve Fund to account #001-670-5799-SFBD, Steele Farm Building Maintenance. Seconded by Member Gorman. **Approved 5-0.**
- Town Planner, Adam Duchesneau was present to appraise, update and obtain input on the proposed MassWorks Infrastructure Program Application for Route 111 Pedestrian Improvements. He will be coming to a subsequent meeting to seek the Selectmen's approval of the application packet once finalized. The current packet builds upon last year's submission. Planner Duchesneau reviewed the history on this proposed project, background on this MassWorks funding program, recent changes to this program's thresholds & criterias [i.e. a committed funding percentage to communities of less than 7,000] and summarized recent interactions with legislators and MassDOT. He reviewed the draft packet including the accompanying maps/diagrams. Previously, our biggest obstacle has been the construction necessary to cross over areas of Guggins Brook. MassDOT has now agreed to take on the designing and installation of a culvert which would provide this access. The Town is actively participating in the MassDOT design process. Member Stemple noted that the Chair of MassDOT told both him and TA Shaw that she views this as a public safety concern and supports this effort. With MassDOT's involvement the estimated cost has been cut in half. This is thanks, in large part, to the involvement of our legislators. Though it was noted that the draft packet was fairly thorough, the Board provide edits and pointed out sections where additional information could be added. Planner Duchesneau will be following up to seek Selectmen approval of the final submission.

*The Selectmen took Agenda Item 8a, out of order.*

#### **NEW BUSINESS**

- Planner Duchesneau remained to discuss the Disclosure of Appearance of Conflict of Interest and Financial Interest submitted by ZBA member, Kristin Hilberg. Hilberg may need to participate in a public hearing involving individuals with whom, as a real estate broker, she has previously had business dealings with and with whom she may do so again in the future, so as required by law she has to submit these Disclosures. It was determined that the Selectmen will vote these matters later in the meeting. Planner Duchesneau was thanked for his time.

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

- Personnel Board Chair, Anne Canfield and members of the Personnel Board were present to follow-up on previous discussions regarding FLSA status of Police Lieutenant and overtime compensation. Personnel Bd. Chair Canfield updated the Selectmen as the Personnel Board's actions subsequent to the Selectmen's meeting of July 20<sup>th</sup>. Chief Ryder and FinCom member, Amy Burke attended a Personnel Bd. meeting to discuss this matter. It was determined that, at this time, there is not sufficient data to determine the breakdown of duty/responsibility percentages for the new Lt. position. Chief Ryder has agreed to track and compile this information over the next three months and present this data to the Personnel Bd. In meantime, this position will remain a straight salaried position.
- Carol Driscoll spoke under Citizens concerns - inquiring if a determination was ever made on whether the Town would continue to plow private, unaccepted roads. The Selectmen advised that the Town plows some unaccepted road for the greater good of the community, and identified some of those roadways. However, the Town does not plow private roads or shared driveways. Though a developer is supposed to comply with specific orders of conditions for new roadways the Town has only a limited amount of leverage to get them to comply.

#### **MINUTES**

- Member Fox moved to accept the minutes for the Joint Workshop session with the Finance Committee, June 30, 2015, as revised. Seconded by Member Gorman. **Approved 5-0.**
- Member Fox moved to accept the minutes for the Regular session, July 20, 2015, as revised. Seconded by Member Stemple. **Approved 5-0.**
- Member Gorman moved to accept the minutes for the Executive session, July 20, 2015, as written. Seconded by Member Bak. **Approved 5-0.**

#### **SELECTMEN REPORTS**

- Member Bak reported the Vocational Education Advisory Committee and asked for the Board's input on the VEAC's table in the packet. The group's efforts are a work in progress. Their start point was the core information in Sudbury's Minuteman Study

Group report. The intention is to expand on and update this information to address Boxborough's specific concerns. Chair Amoroso noted that Sudbury recently re-formed their study group and charged them with developing a recommendation as to whether Sudbury should consider withdrawing from the District. There was discussion about reaching out to "non-member" towns that are sending students to Minuteman and reviewing the IMA template that has been developed. It was suggested that the VEAC include student enrollment projections in their analysis and that the quality of the education being provided is an essential component.

- Member Gorman reported that the Public Safety Space Needs Group is discussing outreach and how to market a capital proposal, such as a Public Safety Facility project, to the community.

He also reported that he had attended the July 23<sup>rd</sup> meeting of the Personnel Bd. to discuss his proposal regarding the department assistant job description and possible new category.

Member Gorman reported that DPW is scheduled to meet with MassDOT engineers next week to review parameters and Ch.90 compliance regarding the pending Hill Rd. paving project.

Member Gorman will also be following up with the DPW Director on the development of a road condition inventory/report.

He also reported the Public Safety Communication Comm. is making good progress. They have viewed the proposed museum site and are considering all options. They are coming to a clearer understanding of the actual facts, public safety concerns and technical issues involved. He anticipates that they will be able to provide a recommendation by September.

- Member Bak reported that the Comm. Preservation Comm. is close to finalizing their CPA application form and materials that explains the CPA application process and timeline. They are also in the process of developing the Town's CPC Plan. CPC Chair Neville will be coming to an upcoming Selectmen's meeting to discuss these matters.

#### **OLD BUSINESS**

- The Board re-opened discussion on participating in the Community Compact. Chair Amoroso reviewed the Board's previous discussions and action taken regarding this proposal, including the Selectmen's vote to not participate. Subsequent to this vote Senator Eldridge has reached out and provided assurance that the Town would, in fact, be contracting with the Commonwealth and not individual politicians [Gov. Baker and Lt. Gov. Polito]. It was noted that the support and services that the State is willing to provide through this Compact are those that should be provided to all communities not just a select few. Chair Amoroso moved to reconsider the vote taken by the Board of Selectmen on July 20, 2015, and further, to submit a joint application with the Towns of Acton, Littleton, Maynard, and Westford for a Community Compact with the Commonwealth of Massachusetts for the CrossTown Connect Transportation Management Association as a "best practice" for transportation. Seconded by Member Bak. **Approved 4-1 (Nay, Member Gorman).**
- Town Counsel has been unavailable to provide further input on the Performance evaluation process so the Board tabled this discussion.

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

- The Selectmen re-opened discussion as to the Disclosure of Appearance of Conflict of Interest and Disclosure of Appearance of Financial Interest that were submitted by ZBA member, Kristin Hilberg.
  - Chair Amoroso moved to accept and place on file the "Disclosure of Appearance of Conflict of Interest" submitted by Zoning Board of Appeals member Kristin Hilberg. Seconded by Member Gorman. **Approved 5-0.**
  - Discussion moved on to Hilberg's Disclosure of Appearance of Financial Interest. TA Shaw advised that ZBA Alternate Chris Habersaat is unavailable to attend tomorrow night's ZBA meeting. This causes a potential quorum issue so Hilberg may need to sit on a hearing the parties appearing before the ZBA on Tuesday, as Planner Duchesneau had advised earlier, have had business dealing with the Hilberg and may do so again in the future, necessitating these filings. It was unclear why this matter could not be continued until the alternate ZBA member was available. At this time, the Selectmen could not determine if the described circumstances do not have a substantial effect on Ms. Hilberg's financial interests. Chair Amoroso moved, as appointing officials, and as required by Section 19 of MGL Chapter 268A, that we have reviewed the matter and the financial interest described in the "Disclosure by Non-Elected Municipal Employee of Financial Interest," submitted by ZBA member Kristin Hilberg, and have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee, and further to forward said determination in writing to her. Seconded by Member Stemple. **Approved 0-5.**

- Chair Amoroso opened discussion on several matters concerning the Minuteman Regional School District. He summarized issues concerning the Minuteman School District, the status of the MSBA building project and recent activity including discussions that occurred at a meeting conducted by Sudbury Selectman, Len Simon.
  - Town Moderator John Fallon appoints our representative to the Minuteman School Committee. This spring Moderator Fallon advised the Selectmen that the three year appointment of our current representative, Cheryl Mahoney would expire on June 30<sup>th</sup>; he asked that the Selectmen to provide him with input on this appointment going forward. Mahoney agreed to continue on in an interim capacity to give the Selectmen time to provide their recommendation. Mahoney was thanked for her over six years of service. There was another possible candidate but it turns out they were unable to serve. Chair Amoroso proposed that he be appointed as Boxborough's representative. Revising the current agreement is an imperative and the MMSC needs to re-focus on this. The best way to do this is if he is on the School Committee. Member Gorman moved to recommend to Moderator, that he appoint Vincent Amoroso as Boxborough's Representative to the Minuteman Regional School Committee, effective September 1, 2015. Seconded by Member Fox. **Approved 5-0.**
  - Discussion turned to the Minuteman School Committee's request for a warrant article to amend agreement for the withdrawal of Wayland from the District. Wayland has voted to leave the District. This is simply part of the withdrawal process outlined in the current agreement. All sixteen member Towns must now vote whether to approve at their respective town meeting. Further to the request of the Minuteman Regional School Committee, Chair Amoroso moved to place an article on the next town meeting warrant to accept and approve the "Amendment to Minuteman Regional Agreement regarding the Withdrawal of the Town of Wayland from the Minuteman Regional School District". Seconded by Member Stemple. **Approved 5-0.**
  - Though the proposed 628-student Minuteman building project was discussed no action was taken on whether to support or not support this enrollment number.
  - Discussion turned to the District-wide election option currently being discussed by the Minuteman Regional School Committee and whether or not the Selectmen would support this option. This was one of the major topics discussed during the Sudbury meeting. Chair Amoroso referred to Mr. Simon's memo provided in the packet. If the further revisions to the District Agreement, which he had proposed were adopted this District-wide vote would be unnecessary. Chair Amoroso moved to send notification to the Minuteman Regional School District Administration, School Committee and Building Committee that the Boxborough Board of Selectmen does not support the District-wide election proposed by the Minuteman Regional School Committee and the Minuteman Regional School Building Committee. Seconded by Member Fox. **Approved 4-1 (Nay, Member Bak).**
- The Selectmen opened discussion regarding the possible adoption of a policy or bylaw to allow for a Bring Your Own Bottle (BYOB) option at establishments holding Common Victuallar licenses, but who do not have a liquor license. There are currently three businesses in Town holding Common Victuallar licenses. Adopting BYOB could make Boxborough more attractive to new businesses. The BYOB option seems to work well in Acton and other surrounding communities. TA Shaw was charged with exploring the adoption of a BYOB policy. There was discussion about the process that they would like to see implemented during this investigation including the seeking of input from other officials such as the Police & Fire Chiefs.
- The Board took up the re-appointment of Police Patrol Officer Robert Fagundes. He has completed his probationary term; this appointment now places him on the same annual re-appointment schedule as the rest of the Dept. Further to the recommendation of Police Chief Warren Ryder, Chair Amoroso moved to re-appoint Robert Fagundes as Full-time Police Patrol Officer for a term commencing August 21, 2015 and ending on June 30, 2016. Seconded by Member Fox. **Approved 5-0.**
- Current MART Representative Frank Powers will no longer be serving due to a potential conflict of interest. Chair Amoroso moved to appoint Town Administrator Selina Shaw to represent the Town on the MART Advisory Board for a term effective immediately and ending on June 30, 2016. Seconded by Member Fox. **Approved 5-0.**

#### CONCERNS OF THE BOARD

- It was noted that DPW and Public Safety did great job in dealing with the severe storm last week.

#### ADJOURN

- The meeting was adjourned at 9:38 PM.

## Department Head Performance Appraisals

	Option	Downside	Question for Town Counsel	Response from Town Counsel
1	BoS liaison compiles written feedback from other Board members and creates a composite performance appraisal	<ul style="list-style-type: none"> <li>• How do we handle conflicting feedback?</li> <li>• Easy to give positive feedback, but difficult to give feedback where improvement is required particularly in a public forum – unless the performance is based strictly on <b>measurable and quantifiable goals</b></li> </ul>	<ul style="list-style-type: none"> <li>• Can the liaison <b>meet</b> with the department head <b>privately to discuss</b> the performance appraisal? If so, does the document become a public record?</li> <li>• Can the written performance appraisal be given to the department head without any discussion? If so, does the document become a public record?</li> <li>• Or must the appraisal be <u>delivered and discussed</u> during an open meeting?</li> </ul>	<ul style="list-style-type: none"> <li>• Concern that the AG's office would view this action as subterfuge designed to avoid the Open Meeting law.</li> <li>• Requirement that discussion of employee's performance by a multi-member board take place in open session</li> <li>• Yes, the composite evaluation becomes public. AG's office would say that the individual evaluations would become public</li> </ul> <p><u>Recommends</u> Non-member compile the evaluations</p>
2	Liaison creates the performance appraisal for department head without any written feedback from other Board members.	Opinion of one Board member <b>may not provide a balanced view of the actual performance</b> - unless the performance is based on measurable and quantifiable goals/objectives	<ul style="list-style-type: none"> <li>• Can the liaison meet with the department head privately to discuss the performance appraisal? If so, does the document become a public record</li> <li>• Or must the appraisal be <u>delivered</u> during an open meeting?</li> </ul>	<ul style="list-style-type: none"> <li>• If no written or verbal feedback from other Board members, the Liaison may write the performance evaluation and <b>deliver it privately</b>.</li> <li>• Written evaluation is exempt from disclosure under Public Records law.</li> </ul>
3	Do not do written performance appraisals	If there's a performance problem and no documented feedback, it makes it difficult to take whatever steps are necessary to terminate the employment		Not recommended.

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Selina Shaw

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**From:** Joseph S. Fair [REDACTED]  
**Sent:** Wednesday, November 12, 2014 10:48 AM  
**To:** [REDACTED]  
**Cc:** Selina S. Shaw (sshaw@boxborough-ma.gov); John Giorgio  
**Subject:** Performance evaluations conducted by the Board of Selectmen

Susan:

I am writing in response to your inquiry last week regarding what process the Board of Selectmen may follow when conducting performance evaluations of employees. As I had mentioned when we spoke, there were a number of revisions to the Open Meeting Law that went into a few years back which altered to some extent the advice we had previously provided to clients on the subject. Additionally, the Attorney General's Office has issued a number of rulings, opinions and other published advice subsequent to the change in the law that are instructive on the issue. Although it is our opinion that the Attorney General's Office has interpreted some of the revisions to the Open Meeting Law too broadly as it relates to the subject of performance evaluations, particularly as it relates to whether the written performance evaluation instrument is no longer exempt from public disclosure as a "personnel record", the information that follows below reflects the positions that we believe the Attorney General's Office would likely take regarding the performance evaluation process. Furthermore, if the Attorney General's Office's interpretation of the Open Meeting Law as it relates to performance evaluations were to be challenged in court, there is a reasonable likelihood, in our opinion, that the Attorney General's interpretation would be given some deference by the court in light of the fact that the Open Meeting Law is a statute over which the Attorney General is responsible for enforcing.

Having said this, it continues to be the case that "[p]erformance evaluations and discussions of an employee's professional competence must occur in open session." G.L. c. 30A, §21(a)(1); District Attorney for the Northern District v. School Committee of Wayland, 455 Mass. 561, 569 (2009). However, to the extent that the Supreme Judicial Court ("SJC") had previously held in School Committee of Wayland that the actual drafting of the performance evaluation could take place in Executive Session so as to preserve the employee's privacy interests in his/her written performance evaluation instrument per the Public Records Law (see Wakefield Teachers Association v. School Committee of Wakefield, 431 Mass. 792, 799 (2000)), the Attorney General's Office has taken the view that written performance evaluations are no longer exempt under the revised Open Meeting Law. Instead, the Attorney General has ruled that "[s]imply stated, evaluations of the professional competence of public officials that are conducted by public bodies must be done publicly and in accordance with the requirements of the Open Meeting Law. Furthermore, all written evaluations completed by members of a public body, whether individual or comprehensive in nature, are public records and may be available to the public upon request following the completion of the evaluation process." OML-2011-24. In light of this, it is clear that the Attorney General's Office is of the opinion that the revised Open Meeting Law no longer allows a multi-member board to enter Executive Session for the purpose of drafting the written performance evaluation document itself.

With respect to the process that a multi-member board could now follow when conducting performance evaluations, the Attorney General's Office has provided the following guidance:

**May the individual evaluations of an employee be aggregated into a comprehensive evaluation?**

Yes. Members of a public body may individually create evaluations, and then submit them to an individual to aggregate into a master evaluation document to be discussed at an open meeting. Ideally, members of the public body should submit their evaluations for compilation to someone who is not a member of the public body, for example, an administrative assistant. If this is not a practical option, then the chair or other designated public body member may compile the evaluations. However, once the individual evaluations are submitted for aggregation there should be no deliberation among members of the public body regarding the content of the evaluations outside of an open meeting, whether in person or over email.

As the foregoing demonstrates, the Attorney General's Office has advised that members of a multi-member board may generate individual evaluations of an employee's performance and submit them to a designated individual who would in turn compile the members' individual submissions into a composite or master evaluation. Any and all discussion of the

composite evaluation and/or the individual evaluations by the members of the board, however, could only take place at a properly posted meeting in open session. To the extent that any of the individual evaluations and/or the composite evaluation are discussed by the board and used at a meeting, said evaluations would be considered public records under the Open Meeting Law. In this regard, the Attorney General's Office has offered the following:

**Are individual evaluations completed by members of public bodies public records?**

Yes. The Open Meeting Law carves out an exception from the personnel records exemption from the Public Records Law for "materials used in a performance evaluation of an individual bearing on his professional competence," that were created by members of a public body and used during a meeting. See G.L. c. 30A, §22(e). Individual evaluations created and used by members of a public body for the purpose of evaluating an employee are public records. Comprehensive evaluations that aggregate the individual public body members' evaluations are also public records if they are used during the course of a meeting. However, evaluations conducted by individuals who are *not* members of public bodies are *not* public records. For example, the individual evaluations created by municipal employees in response to a request for feedback on the town administrator are not public records, provided the employees completing the evaluations are not also members of the public body tasked with evaluating the town administrator's professional competency.

What is less clear, however, is whether evaluations which are not discussed at the meeting are considered public records under the revised Open Meeting Law. Interestingly, the Attorney General's Office states in the above that comprehensive evaluations are public records "if they are used during the course of a meeting." (emphasis added). Similarly, the Attorney General's Office notes that individual evaluations created and "used" by members of the public body for the purpose of evaluating an employee are public records. The Attorney General's Office has previously acknowledged that "[t]he Open Meeting Law does not define what it means for a document to be used at a meeting. At a minimum, it is clear that where a document is physically present, verbally identified, and the contents are discussed by members of a public body during an open session meeting; it has been "used" for purposes of the Open Meeting Law." OML 2013-64 citing OML 2012-42. In those cases where a document is used only by a non-member and not distributed to the body's members during a meeting, however, the Attorney General's Office has previously held that the document has not been "used" at the meeting for purposes of the Open Meeting Law. OML 2012-42. All of this would seem to suggest then that if individual evaluations are created by members of a public body and submitted to a non-member, e.g. Town Administrator, Administrative Assistant, etc., for compilation, but not discussed at the public body's meeting, the individual evaluations have not been "used" within the meaning of the Open Meeting Law and would therefore not be subject to public disclosure. Although it is not entirely clear at this time if the Attorney General's Office would agree with this conclusion, in the event the Board of Selectmen elects to follow the Attorney General's guidance above and have individual members submit evaluations for compilation into a master evaluation, the Board should designate a non-member as the person responsible for compiling the evaluations and should refrain from any discussion or circulation of the individual evaluations among its members if it wishes to preserve its ability to argue that the individual evaluations are exempt from public disclosure under the Open Meeting Law.

I hope the foregoing information is helpful. In the event that you or the Board of Selectmen have any questions, please do not hesitate to contact me.

Thank you.

Joe

Joseph S. Fair, Esq.  
Kopelman and Paige, P.C.

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

6 b i

Included for purposes  
of summarizing the  
terms of the CBA  
that follows

**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

Vincent M. Amore

NA T. 2/11/15

Kerber

Susan M. Bae

James J. Brown

Dated: 5-11-2015

521353/03700/0085

MCOP, LOCAL 200A

Brenda Sorducci

Elaine Nelson

Blair Carter

Katelyn Pfeiffer

Dated: 5/7/15



**Agreement**

**between**

**The Town of Boxborough**

**and**

**Massachusetts Coalition of Police, Local 200A**

**Dispatch**

**July 1, 2015 through June 30, 2018**

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## PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Massachusetts Coalition of Police, Local 200A, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, and the establishment of rates of pay, hours of work, and other conditions of employment for all full-time public safety dispatchers and dispatch supervisors. "Full-time" refers to EMPLOYEES who regularly work more than forty (40) hours per week.

Throughout this Agreement, any reference to "Chiefs" means BOTH the Fire and Police Chiefs.

## ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for full-time public safety dispatchers and dispatch supervisors working for the EMPLOYER.

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

## ARTICLE 2 - UNION DUES AND AGENCY SERVICE FEE

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

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

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

## ARTICLE 3 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

**SECTION 1.** A grievance is defined as any dispute between a represented EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this agreement.

**SECTION 2.** The following is the grievance procedure:

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

**Step 1:** The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Chiefs. "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought, on a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall

be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process.

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

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

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

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

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

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

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

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

**SECTION 4.** No grievance based on an event or condition which occurred or existed prior to the effective date of this contract may be the subject of a grievance.

**SECTION 5.** The aggrieved EMPLOYEE shall have time off, with pay, to attend grievance hearings and arbitration hearings.

#### **ARTICLE 4 - TRAINEE PERIOD**

Each new EMPLOYEE shall be considered a TRAINEE for the first one hundred and twenty (120) days worked. TRAINEES may be disciplined, discharged, or otherwise terminated at the sole discretion of the EMPLOYER.

#### **ARTICLE 5 - JUST CAUSE**

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

#### **ARTICLE 6 - SENIORITY**

Seniority of the EMPLOYEE shall be determined by the length of continuous paid service with the Town as a full-time EMPLOYEE. "Continuous Service" is any period of continuous paid service, including paid leaves of absence and time on Worker's Compensation, but excluding unpaid leaves of absence.

Seniority shall be the primary consideration in all cases of decrease of the working force and choice of vacation period.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

#### **ARTICLE 7 – LAY OFF**

EMPLOYEES who are laid off pursuant to this Agreement shall have the right of first refusal for reinstatement should the laid-off position(s) be rehired.

#### **ARTICLE 8 - JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant or is created, such vacancy shall be posted in the designated place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) working days. Within twenty (20) working days of expiration of the posting period, the EMPLOYER will award the position to the most qualified applicant. The qualifications of an individual to perform the proposed job function will be the primary consideration of the EMPLOYER in considering EMPLOYEES within the Unit for promotion or transfer within the bargaining unit. If the EMPLOYER determines that no applicant is qualified, the EMPLOYER may fill the position from outside the bargaining unit.

All action is subject to Affirmative Action Rules and Regulations.

#### **ARTICLE 9 - HOURS OF WORK**

**SECTION 1.** The regular work week of all Full-time EMPLOYEES shall consist of four (4) eight (8) hour shifts and two (2) consecutive days off. One week shall be defined as the period starting on Thursday at 0001 hours (Thurs. 12:01 AM) and ending on Wednesday at 2400 hours (Wed. 12:00 Midnight).

**SECTION 2.** Regular work shifts are defined as follows: the day shift begins at 7:00 a.m. and ends at 3:00 p.m.; the evening shift begins at 3:00 p.m. and ends at 11:00 p.m.; the night shift starts at 11:00 p.m. and ends at 7:00 a.m. Additional shifts or changes to the work shifts may be established by the Chiefs after reasonable notice and consultation with the union.

**SECTION 3.** Shifts may be swapped with prior approval of the Chiefs or their designee provided there is no additional cost (e.g., overtime, shift differential) to the TOWN. Swaps must be documented on the weekly schedule without altering the originally scheduled assignments.

#### **ARTICLE 10 - OVERTIME/SHIFT ASSIGNMENTS/CALL BACK & CALL IN/COMP TIME**

##### **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.

#### **SECTION 2. Shift Assignments**

EMPLOYEES will bid shift assignments three (3) times per year (January, May and September), unless there is a change in Department personnel that requires further changes to the shift assignments.

EMPLOYEES may be allowed to exchange regular shift assignments with the prior approval of the Chiefs or their designee provided that there is no cost to the EMPLOYER.

#### **SECTION 3. Assignment of Open Shifts**

Full-time EMPLOYEES shall be offered and have the right of first refusal to all open shifts arising from earned leave time used as well as on the two (2) open shifts each week. Such open shifts shall be offered first to the EMPLOYEE who has been assigned the least number of open shifts. In the event that two or more EMPLOYEES have been assigned the same number of such open shifts, the EMPLOYEE with the greater amount of seniority shall be offered the shift.

#### **SECTION 4. Compensatory Time**

In lieu of pay, an EMPLOYEE may elect to receive compensatory time off at a rate that is equivalent to the applicable overtime compensation rate provided that:

(a) The EMPLOYEE shall notify the Chiefs of the compensatory time off that he/she wishes to take no less than ten (10) days in advance.

(b) The Chiefs or their designee authorize the EMPLOYEE to take the time requested. Such authority shall not be withheld by the Chiefs or their designee unless they determine, in their sole discretion, that an emergency exists or it would cause additional cost to the EMPLOYER.

(c) If an EMPLOYEE notifies the Chiefs less than ten (10) days in advance, the Chiefs shall not withhold their authority unreasonably.

(d) An EMPLOYEE shall not accumulate more than eighty (80) hours of compensatory time at any one time. All accumulated compensatory time must be used within the fiscal year in which it was earned. If such time is not used in the fiscal year in which it was earned, it will be paid at the rate at which it was earned in the last payroll check for the fiscal year.

EMPLOYEES shall be allowed to use compensatory time in half-day increments, subject to the approval of the Chiefs.

**ARTICLE 11 - MEAL BREAK**

EMPLOYEES who are members of the bargaining unit voluntarily give up their right to a thirty (30) minute unpaid meal break after six (6) hours of working. EMPLOYEES will be permitted to eat at their workstation while working as long as such eating causes no disruption in the performance of their duties.

**ARTICLE 12 - HOLIDAYS**

The following days shall be considered paid Holidays:

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

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

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

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours pay at such rate. The EMPLOYER has the right to at least four (4) hours of work from EMPLOYEES on that Holiday. EMPLOYEES ordered in to work on a paid Holiday will be compensated in accordance with the provisions of Article 10 Section 6.

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

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

**ARTICLE 13 - VACATION**

All full-time EMPLOYEES shall accrue vacation with pay as follows:

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

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

**SECTION 1.** For EMPLOYEES with hire date from January 1 through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For

EMPLOYEES with hire date from July 1 through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

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

**SECTION 3.** The Chiefs must pre-approve all vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(S) shall receive priority provided however that such requests are not submitted more than six (6) months in advance.

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

Requests for single or partial days must be submitted at least one (1) week in advance to permit Chiefs adequate time to schedule a replacement for the full or partial shift. Requests with less than seven (7) days' notice will not be unreasonably denied.

**SECTION 4.** An EMPLOYEE may request, subject to the approval of the Chiefs, to be advanced vacation days that are expected to be earned during the same fiscal year, but have not yet been accrued. In making such a request, the EMPLOYEE must sign an agreement with Town in which the EMPLOYEE agrees that if the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any vacation days taken, but not yet accrued according to the accrual schedule above shall be deducted from that EMPLOYEE's final paycheck. If an EMPLOYEE dies prior to working the full fiscal year, any vacation days advanced but not yet accrued shall not be deducted or paid back by his/her estate.

**SECTION 5.** If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

**SECTION 6.** If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

#### ARTICLE 14 - SICK LEAVE

**SECTION 1.** Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each five (5) calendar weeks of continuous service per year to be used in case of illness or injury or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities.

**SECTION 2.** No EMPLOYEE may accumulate more than one hundred and eighty (180) days sick leave with pay.

**SECTION 3.** In absences of four (4) or more consecutive working days, the Chiefs, at their sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick leave pay.

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

**SECTION 5.** Unused sick leave can not be converted to pay or compensation of any kind

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

**SECTION 7.** EMPLOYEES who are entitled to leave under the Family and Medical Leave Act or the Massachusetts Maternity Leave Act because of the birth or adoption of a child shall be required to substitute

accrued paid leave as part of the leave provided under the Acts.

#### **ARTICLE 15 - JURY PAY**

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

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of an EMPLOYEE shall die, the Chiefs shall grant such EMPLOYEE a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of an EMPLOYEE, or of the EMPLOYEE'S spouse or partner, shall die, the Chiefs shall grant such EMPLOYEE a leave of absence with pay for a period of one (1) working day. Compensation for regular part-time EMPLOYEES shall be at a fraction of eight (8) hours per day taken, such fraction being the average number of hours worked per week divided by forty (40).

EMPLOYEES shall be allowed to take bereavement leave in half-day increments, subject to the approval of the Chiefs.

#### **ARTICLE 17 - PERSONAL LEAVE**

**SECTION 1.** Full-time EMPLOYEES shall be allowed each fiscal year, as hereinafter provided, three (3) personal days with pay, at their straight time rate, to attend to personal matters. Such leave shall be taken with the prior approval of the Chiefs and such approval shall not be unreasonably withheld.

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

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

**SECTION 4.** Unpaid Leaves of Absence. EMPLOYEES may be granted unpaid leaves of absence by the Board of Selectmen. EMPLOYEES must request such leave in advance and approval shall not be unreasonably withheld.

#### **ARTICLE 18 - MILITARY LEAVE**

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

#### **ARTICLE 19 - UNION REPRESENTATIVES**

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chiefs, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances, and to attend arbitration, hearings, or any other administrative meeting.

## ARTICLE 20 - ACCESS TO PREMISES

The EMPLOYER reasonably agrees to permit representatives of the Massachusetts Coalition of Police to enter the premises at any time for discussion of working conditions with individual EMPLOYEES who are subject to this Agreement, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chiefs may require prior notice. No more than two (2) representatives will enter the premises at any time.

The UNION shall be permitted to use facilities of the EMPLOYER for the transaction of UNION business during working hours, and to have reasonable use of the EMPLOYER'S facilities for UNION meetings during off-duty hours, subject to advance notice and approval of the EMPLOYER. Such approval shall not be unreasonably withheld.

## ARTICLE 21 - BULLETIN BOARDS

Announcements shall be posted in the lunchroom bulletin board. For the purposes of this section "Announcements" will be defined as notices of official UNION business with copies provided to the Chiefs.

## ARTICLE 22 - TRAINING

Full-time EMPLOYEES are eligible for reimbursement of tuition and the cost of books, within the limits of the approved educational budget for the department, provided that:

1. The course provides for professional development directly related to the EMPLOYEE'S current work assignment.
2. Any such course is approved in advance by the Chiefs.
3. The course is completed with a grade of B-or better.

For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or State University, full tuition remission shall apply. For enrollment in any non-state-supported course or program offered through continuing education at any Community College, State College, or State University, fifty percent (50%) tuition remission shall apply.

## ARTICLE 23 - WORKER'S COMPENSATION

In the event that an EMPLOYEE shall be entitled to disability compensation pursuant to the provisions of the Worker's Compensation Act, he/she may, within a reasonable period of time after receiving the benefits, take whatever authorized paid leave to which he/she may otherwise be entitled, in increments of four (4) hours up to a maximum of sixteen (16) hours per week, in order to bring his/her total compensation up to the full rate of pay provided for his/her position

EMPLOYEES will report a work-related accident or injury in writing to their immediate supervisor within forty-eight (48) hours, regardless of whether such accident or injury causes absence from work. Reports may be submitted on the "Industrial Accident Report" form available from the Town Treasurer.

## ARTICLE 24 - INSURANCE

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

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

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

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

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

**SECTION 6.** The Town and the Union acknowledge that the Town is a member of the Minuteman Nashoba Health Group (MNHG). The parties acknowledge that the MNHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Union both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

#### **ARTICLE 25 - MILEAGE ALLOWANCE**

All EMPLOYEES who are authorized by the Chiefs to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

#### **ARTICLE 26 - SEVERABILITY**

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

#### **ARTICLE 27 - COMPLETE AGREEMENT**

This document and the current mutually accepted job descriptions constitute the complete Agreement between the EMPLOYER and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### **ARTICLE 28 - MANAGEMENT RIGHTS**

**SECTION 1.** This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of Dispatch shall be conducted, except as may otherwise be provided in this Agreement.

**SECTION 2.** The EMPLOYER shall exercise the customary rights and responsibilities of the management of Dispatch. The EMPLOYER shall have the exclusive right to manage Dispatch, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for cause, maintain discipline, and require the observance of the EMPLOYER'S reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

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

#### **ARTICLE 29 - NO STRIKE/LOCKOUT**

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided in this Agreement. The UNION EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement, agree that so long as this Agreement is in effect, neither the UNION nor any EMPLOYEE or group of EMPLOYEES shall permit or engage in any strike, sympathy strike, slow down, stoppage of work, or

other interference with work. The EMPLOYER agrees that so long as this Agreement is in effect, there shall be no lockout. EMPLOYEES covered by this Agreement who engage in strike activity prohibited by this Article shall be subject to discipline or discharge without application of progressive discipline.

**ARTICLE 30 - WAGES**

**SECTION 1.** The EMPLOYER and the UNION agree to continue the performance evaluation system currently in place.

**SECTION 2.** Existing EMPLOYEES will receive the planned step pay increase on July 1 if they have achieved an overall performance rating of "meets requirements" or better.

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). New EMPLOYEES hired before January 1 will move to the next Step on the following July 1 if they have achieved an overall performance rating of "meets requirements" or better. New EMPLOYEES hired after January 1 will receive the planned step pay increase on the July 1 after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

**SECTION 3.** Wages will be increased by 1.75% and 2.75% COLA for the Dispatcher and Dispatcher Supervisor respectively in FY 16, by 2.5% in FY 17 and 2.5% in FY 18, as reflected in the tables that follow.

**EMPLOYEES hired prior to July 1, 2015 will be subject to the hourly rates listed in Schedules A below.**

**Schedule A for Hourly Rates for FY16**

**Dispatcher**

	Step A	Step B	Step C	Step D	Step E	Step F
Step	18.02	18.65	19.31	19.99	20.68	21.41
COLA (1.75%)	.32	.33	.34	.35	.36	.37
<b>Total Wages</b>	<b>18.34</b>	<b>18.98</b>	<b>19.65</b>	<b>20.34</b>	<b>21.04</b>	<b>21.78</b>
Overtime	150% of hourly rate					

**Dispatch Supervisor**

	Step A	Step B	Step C	Step D	Step E	Step F
Step	19.93	20.62	21.36	22.10	22.87	23.66
COLA (2.75%)	.55	.57	.59	.61	.63	.65
<b>Total Wages</b>	<b>20.48</b>	<b>21.19</b>	<b>21.95</b>	<b>22.71</b>	<b>23.50</b>	<b>24.31</b>
Overtime	150% of hourly rate					

**Schedule A for Hourly Rates for FY17**

**Dispatcher**

	Step A	Step B	Step C	Step D	Step E	Step F
Step	18.34	18.98	19.65	20.34	21.04	21.78
COLA (2.5%)	.46	.47	.49	.51	.53	.54
<b>Total Wages</b>	<b>18.80</b>	<b>19.45</b>	<b>20.14</b>	<b>20.85</b>	<b>21.57</b>	<b>22.32</b>
Overtime	150% of hourly rate					

**Dispatch Supervisor**

	Step A	Step B	Step C	Step D	Step E	Step F
Step	20.48	21.19	21.95	22.71	23.50	24.31
COLA (2.5%)	.51	.53	.55	.57	.59	.61
<b>Total Wages</b>	<b>20.99</b>	<b>21.72</b>	<b>22.50</b>	<b>23.28</b>	<b>24.09</b>	<b>24.92</b>
Overtime	150% of hourly rate					

Schedule A for Hourly Rates for FY18

Dispatcher

	Step A	Step B	Step C	Step D	Step E	Step F
Step	18.80	19.45	20.14	20.85	21.57	22.32
COLA (2.5%)	.47	.49	.50	.52	.54	.56
<b>Total Wages</b>	<b>19.27</b>	<b>19.94</b>	<b>20.64</b>	<b>21.37</b>	<b>22.11</b>	<b>22.88</b>
Overtime	150% of hourly rate					

Dispatch Supervisor

	Step A	Step B	Step C	Step D	Step E	Step F
Step	20.99	21.72	22.50	23.28	24.09	24.92
COLA (2.5%)	.52	.54	.56	.58	.60	.62
<b>Total Wages</b>	<b>21.51</b>	<b>22.26</b>	<b>23.06</b>	<b>23.86</b>	<b>24.69</b>	<b>25.54</b>
Overtime	150% of hourly rate					

Employees hired on or after July 1, 2015 will be subject to the hourly rates listed in Schedules B below.

Schedule B for Hourly Rates for FY16

Dispatcher

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	18.02	18.47	18.93	19.41	19.89	20.39	20.90	21.42
COLA (1.75%)	.32	.32	.33	.34	.35	.36	.37	.37
<b>Total Wages</b>	<b>18.34</b>	<b>18.79</b>	<b>19.26</b>	<b>19.75</b>	<b>20.24</b>	<b>20.75</b>	<b>21.27</b>	<b>21.79</b>
Overtime	150% of hourly rate							

Dispatch Supervisor

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	19.93	20.43	20.94	21.46	22.00	22.55	23.11	23.69
COLA (2.75%)	.55	.56	.58	.59	.60	.62	.64	.65
<b>Total Wages</b>	<b>20.48</b>	<b>20.99</b>	<b>21.52</b>	<b>22.05</b>	<b>22.60</b>	<b>23.17</b>	<b>23.75</b>	<b>24.34</b>
Overtime	150% of hourly rate							

Schedule B for Hourly Rates for FY17

Dispatcher

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	18.34	18.79	19.26	19.75	20.24	20.75	21.27	21.79
COLA (2.5%)	.46	.47	.48	.49	.51	.52	.53	.54
<b>Total Wages</b>	<b>18.80</b>	<b>19.26</b>	<b>19.74</b>	<b>20.24</b>	<b>20.75</b>	<b>21.27</b>	<b>21.80</b>	<b>22.33</b>
Overtime	150% of hourly rate							

Dispatch Supervisor

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	20.48	20.99	21.52	22.05	22.60	23.17	23.75	24.34
COLA (2.5%)	.51	.52	.54	.55	.56	.58	.59	.61
<b>Total Wages</b>	<b>20.99</b>	<b>21.51</b>	<b>22.06</b>	<b>22.60</b>	<b>23.16</b>	<b>23.75</b>	<b>24.34</b>	<b>24.95</b>
Overtime	150% of hourly rate							

**Schedule B for Hourly Rates for FY18**

**Dispatcher**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	18.80	19.26	19.74	20.24	20.75	21.27	21.80	22.33
COLA (2.5%)	.47	.48	.49	.51	.52	.53	.54	.56
<b>Total Wages</b>	<b>19.27</b>	<b>19.74</b>	<b>20.23</b>	<b>20.75</b>	<b>21.27</b>	<b>21.80</b>	<b>22.34</b>	<b>22.89</b>
Overtime	150% of hourly rate							

**Dispatch Supervisor**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	20.99	21.51	22.06	22.60	23.16	23.75	24.34	24.95
COLA (2.5%)	.52	.54	.55	.57	.58	.59	.61	.62
<b>Total Wages</b>	<b>21.51</b>	<b>22.05</b>	<b>22.61</b>	<b>23.17</b>	<b>23.74</b>	<b>24.34</b>	<b>24.95</b>	<b>25.57</b>
Overtime	150% of hourly rate							

**SECTION 4.** An EMPLOYEE assigned in writing to perform the duties regularly conducted by a supervisor for a minimum of two (2) consecutive weeks shall be paid at the supervisor's rate of pay for the period worked in such capacity.

**SECTION 5.** An EMPLOYEE scheduled to work hours within the evening shift (3:00 p.m. to 11:00 p.m.) shall receive a differential of \$0.60 per hour for those hours. An EMPLOYEE scheduled to work hours within the night shift (11:00 p.m. to 7:00 a.m.) shall receive a differential of \$0.90 per hour for those hours.

Effective July 1, 2016, an EMPLOYEE scheduled to work hours within the evening shift (3:00 p.m. to 11:00 p.m.) shall receive a differential of \$0.75 per hour for those hours. An EMPLOYEE scheduled to work hours within the night shift (11:00 p.m. to 7:00 a.m.) shall receive a differential of \$1.05 per hour for those hours.

Effective July 1, 2017, an EMPLOYEE scheduled to work hours within the evening shift (3:00 p.m. to 11:00 p.m.) shall receive a differential of \$0.90 per hour for those hours. An EMPLOYEE scheduled to work hours within the night shift (11:00 p.m. to 7:00 a.m.) shall receive a differential of \$1.20 per hour for those hours.

**ARTICLE 31 - COURT TIME**

An EMPLOYEE required by the Chiefs or the court to be in court, if not the defendant or the plaintiff, shall be compensated for a minimum of four (4) hours. The EMPLOYER has the right to at least four (4) hours work even if the court appearance does not require the full four (4) hours.

**ARTICLE 32 - UNIFORM ALLOWANCE**

Initially EMPLOYEES may receive reimbursement for documented uniform expenses up to three hundred and fifty dollars (\$350) and thereafter a yearly replacement reimbursement for documented uniform expenses up to three hundred and fifty dollars (\$350). Worn or damaged items shall be returned at the Chiefs' request. Reimbursement monies not used may not be carried into the next fiscal year.

Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chiefs or their designee when the EMPLOYEE leaves the Town's employ.

**ARTICLE 33 – EMERGENCY MEDICAL DISPATCH (EMD) CERTIFICATION**

The EMPLOYER and the UNION agree to re-open this Agreement for the sole purpose of negotiating further on the subject of base wages at such time that EMD is no longer provided through an external certified Emergency Medical Dispatch (EMD) resource.

**ARTICLE 34- SAFETY AND HEALTH**

The EMPLOYER and the UNION mutually recognize the need for a work environment in which safe operations can be achieved for all phases of work. The EMPLOYER shall make reasonable provisions for the safety and health of its EMPLOYEES during their hours of employment, and the EMPLOYEES shall be expected to cooperate with the EMPLOYER.

**ARTICLE 35 - DURATION**

The provisions of this Agreement will become effective July 1, 2015 and will continue in full force and effect through June 30, 2018 or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2017 give notice in writing to the other party by certified or registered mail.

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**For the EMPLOYER:**

**For the UNION:**

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

\_\_\_\_\_  
Brenda Santucci, President

\_\_\_\_\_  
Susan M. Bak, Clerk

\_\_\_\_\_  
Ashley Cartier, Vice President

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Robert T. Stemple

**ATTACHMENT A - COMPLAINT/GRIEVANCE FORM**

**Town of Boxborough  
Complaint/Grievance Form**

Statement of grievance, including date of occurrence:

Article & Section reference from Contract:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

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

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

\_\_\_\_\_  
Date

Step	Procedural Recipient	Procedural Date to Move Forward	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Chief(s)	(14 cal. days)				
Step 1	Chief(s)	(14 cal. days)				
Step 2	BOS	(14 cal. days)				
Step 2b	BOS ruling	(30 cal. days)				
Step 3	Arbitration					

ATTACHMENT B - PAYROLL DEDUCTION FORM

AUTHORIZATION FOR PAYROLL DEDUCTION

BY

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

TO

TOWN OF BOXBOROUGH  
Employer

EFFECTIVE

Date

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

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

6 b ii

Included for purpose  
of summarizing terms  
of CBA that follows

**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

Vit M. Am...  
St. J. ... 5/11/15  
[Signature]  
[Signature]  
[Signature]

Shawn J. Gray President  
[Signature] Vice President

Dated: 5-11-2015

Dated: 5/7/2015

**AGREEMENT  
BETWEEN  
THE  
TOWN OF BOXBOROUGH  
AND  
BOXBOROUGH PROFESSIONAL FIREFIGHTERS  
LOCAL 4601**

**JULY 1, 2015 through JUNE 30, 2018**

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## PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Boxborough Professional Firefighters, Local 4601, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all permanent, full-time, uniformed Firefighter/EMTs, Lieutenants and excluding all others.

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

## ARTICLE 2 - NON DISCRIMINATION / UNION SECURITY

**SECTION 1:** EMPLOYEES shall be free to become or refrain from becoming members of the UNION as they see fit.

**SECTION 2:** The EMPLOYER agrees not to enter into any bargaining or individual negotiations or collective agreement with any EMPLOYEE of the Boxborough Fire Department for purposes dealing with the normal duties of the Department, as described in Article 9, without consent of the UNION.

**SECTION 3:** A failure by the EMPLOYER and the UNION to exercise any rights, as determined by this Agreement, or a decision of the EMPLOYER and the UNION to not exercise any rights, shall not be deemed to be a waiver by the EMPLOYER and the UNION should either choose to enforce the rights in any other instance or instances.

## ARTICLE 3 - UNION DUES / AGENCY SERVICE FEES

**SECTION 1:** The EMPLOYER agrees to deduct one initiation fee, in the amount to be set by the UNION, for each EMPLOYEE who so authorizes the EMPLOYER in writing; and to deduct UNION dues not to exceed the amount set by the UNION members from the pay of each EMPLOYEE who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have said dues deducted. The authorization form attached hereto as Attachment B and made a part hereof, is deemed by the parties to be an appropriate form. The UNION shall be responsible to provide the EMPLOYER Treasurer with the amount of the initiation fee and dues relative to this article. An EMPLOYEE that submits a payroll deduction form must also sign a "hold harmless agreement" to withhold any liability from the EMPLOYER once the money is turned over to the UNION.

**SECTION 2:** Any member of the bargaining unit who is not a member of the UNION shall, as a condition of employment during the life of this Collective Bargaining Agreement, pay a monthly agency service fee to the UNION in an amount not greater than the UNION dues. The agency service fee requirement for any member of the Department who is not a member of the UNION shall begin after the thirtieth (30th) day following the commencement of his/her employment or the effective date of this Agreement, whichever is later. The EMPLOYER agrees to deduct the agency service fees from the salary of each EMPLOYEE that is not a member of the UNION who signs an authorization permitting the deductions to be made and a hold harmless agreement. Said agency service fees shall be handled in the same manner as UNION dues, described in Section 1 of this Article. This section of the contract shall be applied in conformance with Chapter 150E, Sec. 12, and Chapter 180, Sec. 17A, of the General Laws of Massachusetts.

**SECTION 3:** It is understood that it is the responsibility of the UNION to provide any necessary authorization forms and to have them executed by the EMPLOYEES.

## ARTICLE 4 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

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

**SECTION 2:** The following is the grievance procedure:

**Step 1:** The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance, in writing, with the Chief, within fourteen (14) calendar days of its occurrence... "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on, a cover sheet in the form of the Complaint/Grievance Form (per Attachment A) The form shall be hand delivered between the parties and signed and dated by each of the parties at each step of the process.

The time clock for escalation of the grievance shall be started only upon personal receipt of documents by the Chief, who shall attempt to resolve or adjudicate the matter with a response in writing within fourteen (14) calendar days of receipt.

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

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

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

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

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION. However, if the UNION or aggrieved EMPLOYEE withdraws the complaint from arbitration within six (6) months of submission to arbitration, the UNION or the EMPLOYEE is responsible for all administrative fees.

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

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

**SECTION 4:** No grievance based on an event or condition which occurred or existed prior to the enactment of this contract may be the subject of a grievance.

**SECTION 5:** The failure of the EMPLOYEE to file a grievance, or the decision of the EMPLOYEE not to file a grievance, in one or more instances, shall not be deemed to be a waiver if an EMPLOYEE chooses to file a grievance in any other instance or instances.

## ARTICLE 5 - JUST CAUSE

EMPLOYEES who have passed their training period shall not be disciplined or discharged without just cause. The UNION Steward shall be notified in writing of the discipline of any non-TRAINEE after the discipline is given.

## ARTICLE 6 - SENIORITY

Seniority is determined from the start date of full-time employment as a Firefighter/EMT for the EMPLOYER. Call time, Per Diem time, other EMPLOYER employment, and employment in other towns shall not be factored in. Disability, disciplinary actions, and approved leave of absences shall not be considered in determining seniority.

The length of continuous service as a full-time EMPLOYEE in the Boxborough Fire Department, shall determine the seniority of the EMPLOYEE.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

## ARTICLE 7 - HOURS OF WORK / OVERTIME / CALL BACK/ ORDER IN TO DUTY

**SECTION 1:** Upon the hiring and training of a fifth full-time firefighter and unless otherwise provided for in this Agreement, a new rotating work schedule consisting of 24 hours on/48 hours off/24 hours on/96 hours off shall be implemented. The regular work schedule for the personnel on the twenty-four (24) hours per week rotating shift schedule shall be one (1) twenty-four (24) hour shift on duty followed by forty-eight (48) hours off duty, followed by twenty-four (24hr.) hours on duty followed by ninety-six (96h) hours off duty. The normal weekly hours for these personnel shall not exceed forty-two (42) hours per week. There shall continue to be an EMPLOYEE whose normal weekly hours of duty shall not exceed fifty (50) hours per week, and will not exceed ten (10) hours per day. This alternate regular work schedule will be five (5), ten (10) hour days.

**SECTION 2:** Work schedules in force at the time of the adoption of this Agreement shall not be changed without one-month's notice, except in an emergency.

**SECTION 3:** Whenever any EMPLOYEE is assigned by the Chief to work in excess of his/her regularly assigned work week or daily work schedule, he/she shall be paid for such overtime work at one and one-half (1.5) times his/her normal hourly rate, or he/she may, with the consent of the Chief, take compensatory time off at one and one-half (1.5) times the overtime hours worked.

**SECTION 4:** Overtime pay shall be calculated at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate, said hourly rate to be determined by dividing the appropriate weekly pay by fifty (50) hours, or by forty-two (42) hours for the twenty-four (24) hours per week rotating shift personnel. Appropriate weekly pay includes base weekly pay and any stipend pay, if applicable.

Overtime payable to the EMPLOYEES shall be paid on the next payday after the pay period in which the overtime is worked.

**SECTION 5:** Compensatory time off in lieu of overtime pay (per Section 3) shall be available for use upon its being granted by the Chief, and must be used within the fiscal year in which it was earned. An EMPLOYEE shall not accumulate more than five (5) days of compensatory time in a fiscal year. If such time is not used in the fiscal year in which it was earned it will be paid, at the rate at which it was earned, in the last payroll check of the fiscal year.

If an EMPLOYEE'S employment with the EMPLOYER is voluntarily terminated or forced by staff reduction, then the unused compensatory time that has not expired will be paid to the EMPLOYEE at one and one-half (1.5) times their hourly wage.

**SECTION 6:** In the event that bargaining unit EMPLOYEES are required to return to work to provide coverage they will receive a four (4)-hour minimum at their overtime rate. Call Firefighters will not be called in without also recalling full-time firefighters. A call back shall be made when an incident requires a more-than-one-apparatus response. A call back shall be made on any incident listed in the dispatch protocols as being a more-than-one-piece response. A call back shall be made on all mutual-aid runs. A failure of dispatch or department personnel to follow protocol shall not prevent a member from being compensated if returning for a call back. The Chief, or a Department Officer, has the right to evaluate a situation and alter the regular procedures for a response if it is warranted.

**SECTION 7:** An EMPLOYEE responding to a box or still alarm, called back to duty, or held overtime beyond his regular tour of duty shall be released when, in the opinion of the Chief or of the officer in charge, the situation initiating the response no longer warrants the extra coverage and equipment is back in service to the Chief's or officer-in-charge's satisfaction.

**SECTION 8:** If a shift is not filled five (5) days prior to the start time of the shift, then it shall be offered to EMPLOYEES covered under this Agreement. It shall be offered in a rotating manner, as approved by the Chief. An EMPLOYEE who is provided with 24 hours or more notice shall be compensated at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate as covered under Section 4. An EMPLOYEE who is provided with less than 24 hours' notice shall be compensated at two (2) times the EMPLOYEE'S regular hourly rate.

An EMPLOYEE will receive notice of an order-in not later than twenty-four (24) hours prior to the start time of a shift, unless an emergency situation exists. The order-in rotation list will be subject to the Chief's review as appropriate.

An order-in will not be instituted until it is offered first through the rotation list and then to per-diem firefighters. The only exception would be an emergency situation. The Chief may require a full-time shift to be filled by full-time EMPLOYEES.

**SECTION 9:** The system for offering non-emergency overtime work and the call back of personnel in emergency situations may be devised and recommended by the UNION, but must be approved by the Chief prior to installation. This section shall apply to both full-shift coverage and other overtime not caused by a fire or ambulance emergency.

**SECTION 10:** Any and all overtime hours shall be offered to EMPLOYEES covered by this Agreement first, before per-diem or other EMPLOYER EMPLOYEES. Full-time shift openings shall be offered to EMPLOYEES covered by this Agreement before any other persons.

**SECTION 11:** No EMPLOYEE shall be required to work more than three (3) consecutive shifts, unless it is an emergency situation. No EMPLOYEE shall work more than four (4) consecutive shifts unless deemed necessary by the Chief. Shifts shall be classified as a ten (10) hour day shift or a fourteen (14) hour night shift. Consecutive shifts will be added by combining day and night shifts together. Some examples of the three (3) consecutive shifts would be a day shift plus a night shift plus a day shift or night shift plus day shift plus night shift. The four (4) consecutive shifts would follow a similar pattern as previously mentioned.

**SECTION 12:** After three (3) years from the date of implementation of the 24 hour shift schedule, if the Town determines that said schedule is not economically and/or operationally beneficial to the Town, the Town may revert to the 50 hours per week, 10 hours per day 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.

## ARTICLE 8 - DUTIES

**SECTION 1:** The EMPLOYEES of the Fire Department shall normally perform duties to prevent, control and extinguish fires, and other duties reasonably related thereto, operation of the Fire Department ambulance and the daily maintenance of property equipment, and facilities necessary for efficiency, safety, and cleanliness within the Department. Such duties shall include all those heretofore performed by EMPLOYEES of the Fire Department and shall also include emergency snow shoveling at, and testing of, fire hydrants. The EMPLOYER will be responsible to provide the necessary equipment to carry out the duties (i.e., snowplow, shovels, brooms, cleaning equipment, tools, etc.). Duties will be in accordance with current job descriptions.

**SECTION 2:** An EMPLOYEE may be asked, but shall not be ordered to perform the duties of another EMPLOYER's department or EMPLOYEE. An EMPLOYEE may be asked, but shall not be ordered to do any work outside the normal scope of the firefighters' current job description or to do work which requires special licenses or permits.

**SECTION 3:** An EMPLOYEE working out of rank for more than three (3) consecutive work days will receive compensation for that rank at the lowest step that is higher than the EMPLOYEE'S normal salary. An EMPLOYEE working out of rank at a lower rank will maintain their normal pay rate.

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 9 - HOLIDAYS

The following days shall be considered paid Holidays:

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

And any other day that may be declared a Holiday by the Town of Boxborough.

Holiday pay for each EMPLOYEE shall be paid at the EMPLOYEE'S normal daily rate.

If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay an amount equal to one and one-half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours' pay at such rate. The Chief may require that Holidays be filled by at least one full-time member. The full-time member will be chosen on a rotating basis in a manner determined by the Chief. If the Chief is unable to fill other slots with per-diem EMPLOYEES then full-time members will be assigned in the same order as the order-in rotation list.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or ten (10) hours of time off without loss of pay provided that:

(a) The EMPLOYEE shall notify the Chief in advance of the holiday if they elect to take the holiday either as time off or as pay.

(b) The EMPLOYEE shall notify the Chief of the time off that they elect to take off no less than ten (10) days in advance.

(c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance, for an unplanned event the Chief shall not withhold their authority unreasonably, provided that there is no additional cost to EMPLOYER.

(d) The EMPLOYEE will not work an overtime shift before or after the holiday shift used as a day off, except with the approval of the Chief.

(e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

(f) Employees working the twenty-four (24) hour rotating schedule shall not be allowed to take vacation days on the above mentioned Holidays when they fall on their regularly scheduled shifts unless they take their entire tour off. The TOUR shall be classified as one (1) twenty-four (24) hour day on duty, followed by forty-eight (48) hours off duty, twenty-four (24) hours on duty and ninety-six (96) hours off duty. Holiday vacation requests will be handled in the same manner as Vacation requests under Section 3 of Article 10 - Vacations.

(g) Employees working on the twenty-four (24) hour rotating schedule shall be paid the eleven (11) Town recognized holidays at their straight time rate. Six (6) holidays shall be paid on the first pay period in December for a total of sixty (60) hours at straight time, and for five (5) holidays on the first pay period of June for a total of fifty (50) hours at straight time. The Holiday check shall be paid to the Employee in a separate check from the Employees regular paycheck during those pay periods.

## ARTICLE 10 – VACATIONS

EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week, shall accrue vacation, with pay, as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	8.34 hours per month	
After one (1) year	10 hours per month	Twelve (12) work days
After five (5) years	12.5 hours per month	Fifteen (15) work days
After ten (10) years	16.67 hours per month	Twenty (20) work days
After fifteen (15) years	20.83 hours per month	Twenty-five (25) work days

EMPLOYEES on the twenty-four (24) hours per week rotating shift schedule shall accrue vacation with pay, as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	8 hours per month	
After one (1) year	8 hours per month	Twelve (12) work shifts
After five (5) years	10.01 hours per month	Fifteen (15) work shifts
After ten (10) years	13.35 hours per month	Twenty (20) work shifts
After fifteen (15) years	16.67 hours per month	Twenty-five (25) work shifts

Employees shall be allowed to use vacation in half-day increments.

**SECTION 1:** For EMPLOYEES with hire date from January 1, through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For EMPLOYEES with hire date from July 1, through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

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

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

Requests for vacation must be submitted to the Chief not less than forty-five (45) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

An EMPLOYEE shall not have to cancel approved vacation time to a senior member if there is less than two-months time before the approved date(s).

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

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

**SECTION 6:** If an EMPLOYEE is ordered to work by the Chief or his/her designee during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days or three (3) shifts, depending upon the EMPLOYEE's work schedule, of vacation time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

## ARTICLE 11 - SICK LEAVE

**SECTION 1:** EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week shall be entitled to one (1) day (10 hours) of paid sick leave for each month of continuous service per year. A maximum of twelve (12) days of sick leave may be earned in any calendar year. EMPLOYEES working the 24-

hour rotating shift schedule shall be entitled to one shift (12 hours) of paid sick leave for each month of continuous service. A maximum of twelve (12) shifts, i.e. 144 hours, of sick leave may be earned in any calendar year.

EMPLOYEES may use sick leave in case of illness, or injury, or other temporary disability which necessitates his/her absence from work.

**SECTION 2:** No EMPLOYEE may accumulate more than 1,800 hours sick leave with pay. EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week may accumulate no more than one hundred eighty (180) days sick leave with pay. EMPLOYEES working the 24-hour rotating shift schedule may accumulate no more than one hundred fifty (150) shifts of sick leave with pay.

**SECTION 3:** In absences of more than three consecutive working days, the Chief, at his/her sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick-leave pay.

**SECTION 4:** If the EMPLOYEE has a medical condition preventing accomplishment of assigned duties, the EMPLOYEE must notify the Chief of such condition prior to reporting for duty.

**SECTION 5:** After an extended leave or accident, the Chief, at his/her sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work.

**SECTION 6:** When an EMPLOYEE is on sick leave and his/her accrued sick time expires, further sick leave benefits will no longer accrue. Health insurance and other benefits that do continue to apply will be consistent with FMLA and MGL Chapter 32B.

**SECTION 7:** Unused sick leave can not be converted to pay or compensation of any kind.

## **ARTICLE 12 - JURY DUTY**

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S wages between a normal week's wages and compensation received for jury duty, excluding expenses. EMPLOYEE will provide proof of jury duty attendance prior to payment.

## **ARTICLE 13 - BEREAVEMENT LEAVE**

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle brother-in-law or sister-in-law of a regular, full-time employee, or of the employee's spouse or partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day.

## **ARTICLE 14 - PERSONAL BUSINESS LEAVE**

EMPLOYEES whose regular work week is comprised of five 10-hour days, i.e. fifty (50) hours per week shall be allowed each fiscal year, as hereinafter provided, three (3) ten (10) hour personal days with pay, and Employees working the twenty-four (24) rotating shift schedule shall be allowed each fiscal year, as hereinafter provided, three (3) ten (10) hour shifts or three (3) fourteen (14) hour shifts or a combination there of not to exceed three (3) personal shifts with pay, at their straight-time rate, to attend to business matters which necessitate their presence. Such leave shall be taken with the prior approval of the Chief, which shall not be unreasonably withheld.

EMPLOYEES are eligible for one day of paid personal leave for each four (4) months worked. EMPLOYEES may accrue no more than three (3) personal days. Personal days may not be converted to pay or compensation of any kind.

## **ARTICLE 15 - MILITARY LEAVE**

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms

and conditions set forth therein. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

## **ARTICLE 16 - UNION REPRESENTATIVES**

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chief, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances and to attend arbitration, hearings, or any other administrative meeting.

## **ARTICLE 17 – PRIVATE PUBLIC SAFETY DETAIL PAY**

**SECTION 1:** Private-party public safety details shall be paid at fifty dollars (\$50) 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) 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.

**SECTION 2:** Details requested by private concerns, shall be offered to full-time members before any other department members.

**SECTION 3:** Details will be offered to full-time members on a rotating basis. If no full-time member accepts the detail then it can be offered to Call Firefighters.

## **ARTICLE 18 - ACCESS TO PREMISES**

The EMPLOYER agrees to permit representatives of the Professional Firefighters of Massachusetts and the International Union of Firefighters to enter the premises at any time for discussion of working conditions with individual EMPLOYEES, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chief may require prior notice. No more than two (2) representatives will enter the premises at any time.

## **ARTICLE 19 - BULLETIN BOARDS**

Announcements shall be posted on the Fire Station UNION bulletin board, which will be located in a non-public area of the station. For the purposes of this Section, "Announcements" will be defined as notices of official UNION business, signed by the officer who is posting, with a copy provided to the Chief.

## **ARTICLE 20 - TRAINING**

EMPLOYEES are encouraged to attend classes at the Massachusetts Firefighting Academy and the National Fire Academy. Firefighters/EMTs shall not lose benefits, pay, or vacation days while attending classes authorized or mandated by the Chief. For such authorized or mandated classes that are not during normal work hours, Firefighters/EMTs will be paid at their overtime rate.

## **ARTICLE 21 - NEW HIRES/ TRAINING PERIOD**

**SECTION 1:** If not already so qualified, new hires shall successfully complete the Massachusetts Firefighting Academy (MFA) Recruit Training Program and shall be a Massachusetts State Certified Emergency Medical Technician under the guidelines of the Massachusetts Office of Emergency Medical Services before the end of their training period.

**SECTION 2:** New hires shall be TRAINEES for a minimum of a six-month period or 120 worked shifts, whichever is longer, and until they have successfully completed the (MFA) Recruit Training Program with the option for extensions of the TRAINEE period that may be initiated by the Chief. Time that is spent by a new hire completing the (MFA) Recruit Training Program shall not be counted toward the six month/120 worked shifts minimum under this section.

**SECTION 3:** All new Firefighter/EMT's will be required to sign a repayment agreement with the Town in the form attached hereto as Attachment C 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.

**SECTION 4:** In the event that a Firefighter/EMT fails to repay the Town for said training costs in accordance with the provisions of Attachment C 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 C.

**SECTION 5:** TRAINEES may be disciplined, discharged, or otherwise terminated in the sole discretion of the Chief.

## **ARTICLE 22 - INSURANCE**

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

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

**SECTION 3:** Liability Insurance - the EMPLOYER will continue to provide the liability insurance, or equivalent, presently in effect to EMPLOYEES.

**SECTION 4:** Disability Insurance - the EMPLOYER will continue to provide the disability insurance, or equivalent, presently in effect to EMPLOYEES. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

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

**SECTION 6:** The Town and the Union acknowledge that the Town is a member of the Minuteman Nashoba Health Group (MNHG). The parties acknowledge that the MNHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Union both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

## **ARTICLE 23 - MILEAGE ALLOWANCE**

All EMPLOYEES who are requested and authorized by the Chief to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

## **ARTICLE 24 - UNIFORMS / GEAR**

**SECTION 1:** 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). All EMPLOYEES shall be issued a complete set of NFPA compliant personal protective equipment to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet. EMPLOYEES shall be issued a PASS device, flashlight and charger, and tone alert radio pager and charger.

Personal protective equipment shall be properly sized and replaced every five (5) years, or sooner if deemed necessary by the Chief.

**SECTION 2:** Complete Class A uniforms will be provided to new hires at completion of the training period. Class A uniform upkeep or replacement is covered under Section 4.

**SECTION 3:** Personnel approved by the Chief to attend the Massachusetts Firefighting Academy Recruit Training Program shall be issued appropriate items required by the Academy for attendance and completion.

**SECTION 4:** EMPLOYEES will be allotted a uniform allowance of nine hundred dollars (\$900) each fiscal year. Allotment monies may be used by EMPLOYEES to purchase any items of clothing worn or used in departmental duties and fire service equipment subject to approval of the Chief. Allotment monies not used may not be carried into the next fiscal year.

New Hires start their yearly uniform allowance on the first day of the fiscal year after their date of hire. If a new hire starts his/her employment less than eight (8) months before the start of the next fiscal year then the allowance for his/her first full fiscal year will be one-half (0.5) of the usual allowance.

Uniform allotment use must be approved by the Chief. Worn or damaged items shall be returned upon the Chief's request. Upon termination of employment all equipment, gear, and uniforms shall be turned in to the Chief.

**SECTION 5:** if the Chief determines that a new uniform is required for EMPLOYEES, the EMPLOYER will provide new uniform components to the EMPLOYEES.

## ARTICLE 25 - COMPLETE AGREEMENT

This document and the current, mutually accepted, job descriptions constitute complete Agreement between the EMPLOYER and the UNION. It is acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

## ARTICLE 26 - MANAGEMENT RIGHTS

**SECTION 1:** This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

**SECTION 2:** The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Fire Department. The EMPLOYER shall have the exclusive right to manage the Fire Department, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, and require the observance of the EMPLOYER's reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

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

## ARTICLE 27 - STRIKES AND WORK STOPPAGE

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided within this Agreement. The UNION, and EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, instigate, sanction, or condone any strikes, work stoppages, delays, or any concerted refusal to perform normal work duties, as such actions are defined by M.G.L., Chapter 150E, on the part of any EMPLOYEE or group of EMPLOYEES covered by this Agreement. Violation of this article may be grounds for termination of employment.

## ARTICLE 28 - CAREER INCENTIVE

**SECTION 1:** All regular full-time EMPLOYEES subject to this Agreement who further their education in a field related to their job, or beneficial to the EMPLOYER, or the Fire Department in general, shall receive a base salary increase as shown below:

Associate Degree	Four percent (4%) of base pay
Baccalaureate	Six percent (6%) of base pay
Masters Degree	Eight percent (8%) of base pay

Semester hours of credit must be earned as part of a degree program leading to an Associate, Baccalaureate or Master's Degree in the field of Fire Science, Medical Sciences, Public Administration or other degree approved by the EMPLOYER. Credits must be awarded by an educational institution accredited by the New England Union of Colleges and Secondary Schools or by the Board of Higher Education. Career Incentive increases shall be granted with the approval of the EMPLOYER upon certification of credit properly earned.

## ARTICLE 29 - EMERGENCY MEDICAL TECHNICIANS

**SECTION 1:** The EMPLOYER will provide for and/or fund classes for at least 40 hours of continuing education credits within two (2) years.

**SECTION 2:** The EMPLOYER will provide for and/or fund at least one BLS refresher course every two (2) years. The Chief will oversee scheduling of an in-station course, but has the discretion to determine if an EMPLOYEE can take an outside course.

**SECTION 3:** Defibrillation and EPI training and certification will be provided for and/or funded by the EMPLOYER.

**SECTION 4:** Personnel will be paid at an overtime rate if attendance at any of the above courses/classes is not held within their normal shift hours.

**SECTION 5:** Personnel are responsible for monitoring and keeping current their EMT certifications (including EPI pen and DEFIB). The Chief and the EMS coordinator shall be informed of any status changes. Failure to maintain status could result in disciplinary action.

**SECTION 6:** EMPLOYEES will coordinate with the Chief for payment or reimbursement of costs associated with renewal of EMT credentials. The EMPLOYER will fund associated costs approved by the Fire Chief.

## ARTICLE 30 - RULES AND REGULATIONS

The Chief will maintain a Department Rules and Regulations Book. Copies of existing rules, orders, and regulations shall be furnished to the UNION. Future revisions of rules and regulations, including memos and directives, shall be furnished by the Chief or EMPLOYER to the UNION at least two (2) weeks before they are implemented, except in emergency circumstances.

## ARTICLE 31 - JOB SECURITY AND RELATED MATTERS

**SECTION 1:** During normal duty and in administrative matters, the Chief is the immediate supervisor of all full-time EMPLOYEES. To make best use of available resources during emergency responses, the Chief may make assignments of positions as he/she deems fit to handle the emergency situation(s).

**SECTION 2:** EMPLOYEES will be granted substitute or exchange time with qualified EMPLOYEES within the Department. Substitutions may be permitted, subject to approval by the Chief or his/her designee.

## ARTICLE 32 – LAYOFF

**SECTION 1:** If the Town finds it necessary to lay off EMPLOYEES, the procedures set forth in this Article will apply. Lay-offs will be done in accordance with Article 7- Seniority, with the least senior EMPLOYEE to be the first EMPLOYEE laid off.

**SECTION 2:** The Town will give each employee who is laid off either four (4) weeks advance notice, or in lieu of such notice, two (2) weeks pay.

**SECTION 3:** In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he/she may have earned but not used at the time of lay off. If an employee who has been laid off and who has received payment in lieu of vacation is re-hired in the same fiscal year, he/she shall not be entitled to a vacation with pay in that fiscal year.

## ARTICLE 33 – RE-HIRE RIGHTS

**SECTION 1:** The seniority list shall be used in all cases where reduction of the work forces is required. The same list shall be used when rehiring, with the last EMPLOYEE laid off to be the first re-hired, before any new employee is considered.

**SECTION 2:** EMPLOYEES will retain seniority recall rights equal to the length of service, up to a maximum of three (3) years. A refusal of recall by a full-time EMPLOYEE of the Boxborough Fire Department on layoff will terminate all seniority and recall benefits.

**SECTION 3:** An EMPLOYEE re-hired within one year of being laid off will, upon recall, maintain the same seniority level as when the EMPLOYEE was laid off and will also accrue vacation at the same level as when laid off. For an EMPLOYEE who is re-hired after one year of being laid off, the start date of full-time employment as a Firefighter/EMT will begin anew, effective the date of re-hire, and the EMPLOYEE will be treated as a new hire for seniority, salary, vacation and all other benefit purposes, but will not be considered a TRAINEE within the meaning of Article 22.

**SECTION 4:** The Chief, at his discretion, may require a pre-employment physical for EMPLOYEES re-hired pursuant to this Article.

## ARTICLE 34 - WAGES

Existing EMPLOYEES will move from Step to Step each July 1, if they have achieved an overall performance rating of "meets requirements" or better.

New EMPLOYEES will be hired at the first step (or at another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1, move to the next step on the following July 1, if they have achieved an overall performance rating of "meets requirements" or better. New EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

Effective, July 1, 2015, Lieutenants shall be paid at 13% above the maximum Firefighter/EMT step.

Effective, July 1, 2016, Lieutenants shall be paid at 14% above the maximum Firefighter/EMT step.

**Schedule for Hourly Rates Effective July 1, 2015**

FIREFIGHTER/EMT:

	Step A	Step B	Step C	Step D	Step E	Step F
Step	21.87	22.63	23.42	24.25	25.09	25.97
COLA (1.5%)	.33	.34	.35	.36	.38	.39
<b>Total Wages</b>	<b>22.20</b>	<b>22.97</b>	<b>23.77</b>	<b>24.61</b>	<b>25.47</b>	<b>26.36</b>
Overtime	150% of hourly rate					

LIEUTENANT:

<b>Wages</b>	<b>29.79</b>	
Overtime	150% of hourly rate	

**EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016 SHALL BE SUBJECT TO THE FOLLOWING WAGE TABLE:**

FIREFIGHTER/EMT:

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	21.87	22.42	22.98	23.55	24.14	24.74	25.36	26.00
COLA (1.5%)	.33	.34	.34	.35	.36	.37	.38	.39
<b>Total Wages</b>	<b>22.20</b>	<b>22.76</b>	<b>23.32</b>	<b>23.90</b>	<b>24.50</b>	<b>25.11</b>	<b>25.74</b>	<b>26.39</b>
Overtime	150% of hourly rate							

**Schedule for Hourly Rates Effective July 1, 2016**

FIREFIGHTER/EMT

	Step A	Step B	Step C	Step D	Step E	Step F
Step	22.20	22.97	23.77	24.61	25.47	26.36
COLA (1.75%)	.39	.40	.42	.43	.45	.46
<b>Total Wages</b>	<b>22.59</b>	<b>23.37</b>	<b>24.19</b>	<b>25.04</b>	<b>25.92</b>	<b>26.82</b>
Overtime	150% of hourly rate					

LIEUTENANT:

<b>Wages</b>	<b>30.57</b>	
Overtime	150% of hourly rate	

**EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016 SHALL BE SUBJECT TO THE FOLLOWING WAGE TABLE:**

**FIREFIGHTER/EMT:**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	22.20	22.76	23.32	23.90	24.50	25.11	25.74	26.39
COLA (1.5%)	.39	.40	.41	.42	.43	.44	.45	.46
<b>Total Wages</b>	<b>22.59</b>	<b>23.16</b>	<b>23.73</b>	<b>24.32</b>	<b>24.93</b>	<b>25.55</b>	<b>26.19</b>	<b>26.85</b>
Overtime	150% of hourly rate							

**Schedule for Hourly Rates Effective July 1, 2017**

	Step A	Step B	Step C	Step D	Step E	Step F
Step	22.59	23.37	24.19	25.04	25.92	26.82
COLA (2.0%)	.45	.47	.48	.50	.52	.54
<b>Total Wages</b>	<b>23.04</b>	<b>23.84</b>	<b>24.67</b>	<b>25.54</b>	<b>26.44</b>	<b>27.36</b>
Overtime	150% of hourly rate					

**LIEUTENANT:**

<b>Wages</b>	<b>31.19</b>	
Overtime	150% of hourly rate	

**EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016 SHALL BE SUBJECT TO THE FOLLOWING WAGE TABLE:**

**FIREFIGHTER/EMT:**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	22.59	23.16	23.73	24.32	24.93	25.55	26.19	26.85
COLA (1.5%)	.45	.46	.47	.49	.50	.51	.52	.54
<b>Total Wages</b>	<b>23.04</b>	<b>23.62</b>	<b>24.20</b>	<b>24.81</b>	<b>25.43</b>	<b>26.06</b>	<b>26.71</b>	<b>27.39</b>
Overtime	150% of hourly rate							

**ARTICLE 35 - DURATION**

The provisions of this Agreement will become effective July 1, 2015 and will continue in full force and effect through June 30, 2018, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2017, give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by BPPF Local 4601.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2015:

**For the EMPLOYER:**

**For the UNION:**

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

\_\_\_\_\_  
Shawn S. Gray, President

\_\_\_\_\_  
Susan M. Bak, Clerk

\_\_\_\_\_

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

\_\_\_\_\_  
Jonathan Williams, Treasurer

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

\_\_\_\_\_  
Robert T. Stemple

## DEFINITIONS

**ADMINISTRATIVE DUTIES** - day-to-day routine duties and assignments, permit applications, business and citizens interactions and questions, daily logs, state forms and reports. Daily department functions other than emergency responses and incidents.

**CONTINUOUS SERVICE** - any period of continuous paid service, including paid leaves of absence, vacation and sick leave, and time on 111F, but excluding unpaid leaves of absence.

**EMERGENCY** - unplanned, unexpected, sudden happening.

**FULL-TIME** - uniformed member appointed by the Fire Chief as Full-time Lieutenant/EMT or Full-time Firefighter/EMT and regularly scheduled for 50 hours per week or for 42 hours per week if on the rotating schedule.

**WORK DAY** – The work day is a total of ten (10) paid work hours, for EMPLOYEES regularly scheduled for 50 hours per week, and twenty-four (24) paid work hours for EMPLOYEES on the rotating schedule.

**ATTACHMENT A**

**Town of Boxborough  
Complaint/Grievance Form**

**Statement of Grievance:**

**Article & Section reference from Contract or Personnel Administration Plan:**

**Statement of Remedial Action Sought:**

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

**Submitted by:**

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

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

\_\_\_\_\_  
Date

Step	Procedural Recipient	Procedural Date of Escalation	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Step 1	Fire Chief	(14 cal. days)				
Step 2	BoS	(14 cal. days)				
Step 2b	BoS ruling	(30 cal. days)				
Step 3	Arbitration					

**ATTACHMENT B**

**BOXBOROUGH PROFESSIONAL FIREFIGHTERS**

**INDIVIDUAL AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_  
(last name) (first name) (middle initial)

TO: Treasurer, Town of Boxborough

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my weekly earnings the amount of exactly \$ \_\_\_\_\_ (\_\_\_\_\_ dollars and \_\_\_\_\_ cents) as the regular payment of the current rate of Association dues, as determined by majority vote of the Boxborough Professional Firefighters. The amount deducted shall be done weekly, and paid to the Boxborough Professional Firefighters, Inc. within thirty days of the deduction.

This authorization shall remain in effect unless superceded in writing by me, rescinded in writing by me, or upon the termination of my employment. This authorization supercedes any previous weekly Association dues deduction form.

Signed: \_\_\_\_\_  
(EMPLOYEE'S signature) (date)

Address: \_\_\_\_\_  
(home)  
\_\_\_\_\_  
(city) (state) (zip)

ATTACHMENT C  
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)	66.67%	(\$ _____)
• More than two (2) years, but less than three (3)	33.33%	(\$ _____)
• 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, BPPF 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: \_\_\_\_\_





7a

TOWN OF BOXBOROUGH

29 Middle Road, Boxborough, Massachusetts 01719

Phone: (978) 264-1700 · Fax: (978) 264-3127

www.boxborough-ma.gov

Field Permit Application

Effective Date: January 1, 2012

COMPLETE SECTIONS I AND II ONLY. File application at the Boxborough Town Hall at least two weeks prior to the date desired, earlier if possible. Adult and Youth Organizations must provide a current Certificate of Liability Insurance and sign the Boxborough Field Use Permit Policy (available online or at the Boxborough Town Hall) before a Permit will be granted. Incomplete applications will not be accepted. Please allow up to two weeks for your application to be processed. Upon approval of application, a permit will be issued.

\*\*\*\*\*

SECTION I

Application Date: 8/5/15 Email Address: [Redacted]

Name of Organization: Access Sport America

Contact Person: Roci Lilley Phone: Home ( ) [Redacted]

Address: [Redacted] Work ( ) [Redacted]

Town/City: Acton State: MA Zip Code: 01720

Organization: Resident Non-Resident Number of Participants: 15-20

Describe Activity: Adventure Soccer

\*\*\*\*\*

SECTION II

Facility/Field Requested: Please be sure to check facility and circle preferred configuration for soccer Configuration of fields at each location to be determined by Town

Flerra Soccer Liberty Soccer Fifer's Soccer
11 v 11 6 v 6 11 v 11 6 v 6 11 v 11 6 v 6
8 v 8 4 v 4 8 v 8 4 v 4 8 v 8 4 v 4

Flerra Baseball Liberty Baseball Other

DATE(S) REQUESTED: 9/19, 26 - 10/3, 10, 17, 24 - 11/3, 10

1st Choice Softball Time Requested: Start Time 10:30 End Time: 11:30

2nd Choice Time Requested: Start Time End Time:

Will Food/Beverages be Served? If Yes, be specific:

Will Alcohol be Served? N Has a permit been obtained by the Board of Selectmen?

\* A separate application for the liquor license must be obtained through the Town Administrator's Office.

Fire - Permit required for all cook-outs, and must be obtained through the Fire Department.

Has a permit been obtained by the Fire Department?

Please notify the Boxborough Recreation contact for cancellations so that we may plan accordingly.

The lessee or user of the facility/field shall hold the Town of Boxborough and all its agents harmless from any and all actions resulting from the leasing or utilization of the premises. The Town of Boxborough reserves the right to cancel any permission, whenever, in its discretion, such cancellation seems advisable.

Ron C. Goff  
(Representative's Signature)

8/5/15  
(Date)

\*\*\*\*\*

PERMIT FOR USE OF RECREATION FACILITIES

( ) THIS APPLICATION IS APPROVED FOR USE OF FACILITIES AS SCHEDULED

( ) THIS APPLICATION IS DENIED FOR THE FOLLOWING REASONS:

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

\*\*\*\*\*

Permit issue by \_\_\_\_\_ Date \_\_\_\_\_  
Town Administrator

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

\_\_\_\_\_ Grounds (Tom Garmon)      \_\_\_\_\_ Police      \_\_\_\_\_ Fire  
\_\_\_\_\_ Town Administrator      \_\_\_\_\_ Authorized Rep.      \_\_\_\_\_ RecComm

Office use only: Application received on: \_\_\_\_/\_\_\_\_/\_\_\_\_ BY: \_\_\_\_\_

Permit Fee: \$ \_\_\_\_\_ Check # \_\_\_\_\_

Application approved / denied on \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant contacted on \_\_\_\_/\_\_\_\_/\_\_\_\_ by: Phone Email Mail

Second contact on: \_\_\_\_/\_\_\_\_/\_\_\_\_ by: Phone Email Mail

Application Withdrawn \_\_\_\_/\_\_\_\_/\_\_\_\_

**Boxborough Field Use Permit Policy**  
**Effective January 1, 2012**

**All Boxborough residents, businesses and organizations may enjoy the non-exclusive use of the town's recreation fields free of charge, and without a permit, during posted hours unless a permit has been issued pursuant to the *Boxborough Field Use Permit Policy*.**

**Scheduling of Fields**

Town-owned fields (Flerra, Liberty, Fifer's) will be scheduled with the following priority:

1. Town festivities, e.g. Fifers Day
2. Organized youth sports organizations affiliated with Boxborough, e.g. ABYS, ABYB, etc., at the bi-annual (January/June) Field Scheduling Meeting
3. Boxborough Residents/Organizations/Businesses seeking exclusive use of the fields
4. Other Acton-Boxborough Youth Sports Groups (not covered in 2. above)
5. Private Youth and Adult Sports Groups
6. Other

**Application Process**

1. Regardless of the season, any organized group or individual requesting exclusive use of the fields must apply for a field permit in the Boxborough Town Hall.
2. Requester must provide a designated contact person for all communications.
3. Businesses and organizations must provide a copy of insurance, naming the town as an additional insured, which the town will maintain on file for each season.
4. The town will provide indemnification and hold harmless agreement forms to permit applicants. Groups and individuals shall be responsible for submitting completed forms for each of their participants to the town.
5. Each Acton-Boxborough Youth Sports Organization must submit a written copy of their field needs to Town Hall two weeks prior to the scheduled bi-annual seasonal meeting. Please inquire with the Town of Boxborough Recreation Commission for more details on date and time of the bi-annual meeting.
6. All permits must be approved by the Town Administrator or her designee, who will forward copies to the Recreation Commission and other departments as needed: DPW, police, fire, etc.
7. The Town will grant permits on a first come, first served basis, in accordance with the priorities established above. Once a permit has been granted, the field will not be re-assigned regardless of the priorities above, e.g., if a permit has been granted to an adult league, a Boxborough resident seeking exclusive use of the field will not bump the already permitted user.
8. Field permit shall not be in force until all information has been provided, fees paid (if applicable), the permit is signed, and the applicant has acknowledged receipt of the Boxborough Field Use Permit Policy by authorized signature below.

## **Waiver/Reduction of Fees**

Requests for waiver or reduction of fees shall be submitted in writing to the Town Administrator along with the Field Permit Application. Town Administrator will forward all fee wiver/reduction requests to the Board of Selectmen for action.

The Town may waive/reduce fees for the following permitted uses, including but not limited to:

1. Festivities organized or sponsored by the Town of Boxborough
2. Programs initiated and sponsored by the Boxborough Recreation Commission
3. Acton-Boxborough Youth Sports Groups' practices and games

Fees will be **NOT** be waived for clinics and camps conducted by any groups which charge an additional registration fee to its participants. These groups must request field space and pay the appropriate permit fee even within the allotted time of the town youth sports groups.

## **Subletting of fields**

Subletting is defined as:

1. Granting access to town fields by a permit holder under their permitted time to another individual or organization to conduct camps, clinics and tournaments with an outside agency. Permit holder shall refer outside agency to Town for issuance of a permit.
2. Granting access to town fields by a permit holder under their permitted time to any individual, sporting organization, camps and businesses, with or without compensation. Permit holder shall refer entity to Town for issuance of a permit.

Subletting of field permit is strictly prohibited. Use of fields is authorized only for the permit holder. Violators will be subject to permit revocation.

## **Cancellation Policy**

1. The Town of Boxborough reserves the right to cancel any permit, whenever in its discretion, such cancellation is advisable. If the permit is cancelled, the permit holder has the right to reschedule on a mutually agreed upon date or entitled to a full refund.
2. If the permit holder cancels a field reservation, the town will issue a 100% refund if a reservation is cancelled more than 60 days prior to the event; 50% if cancelled 30 or more days prior to the event; no refund will be issued with less than 30 days notice of the event.

## **Field Closure and Inclement Weather Field Use**

1. When a field has been ordered to be closed, for whatever reason, the field shall NOT be used under any circumstances until it has been determined by the DPW, if on weekdays, or by group users, in consultation with Recreation Commission designee on the weekend, that the field may re-open. Users shall make such determination responsibly and pursuant to paragraph 4 of this section.
2. On weekdays, the DPW or the Recreation Commission designee will communicate field closings to the permitted organizations. On weekends and after hours, the group users will make the determination and handle all communication. Communication may be made by phone but must be followed up by e-mail.

3. Each organization shall be responsible for communicating field closings to the referees, umpires, parents, participants and coaches in a timely fashion to avoid unnecessary inconvenience or improper use of closed fields.
4. Regardless of whether the field is officially closed or not, a practice or a game must not commence or continue on a field if:
  - a. The field has standing water on it (i.e. puddles).
  - b. Base paths on softball and baseball fields have any standing water.
  - c. The field is saturated with water. Saturation is when you step on the field and water seeps up into your footprint, like a sponge.
  - d. Lightning is present. There is no exception to this rule.
  - e. By playing on the field, the players would be damaging the field beyond normal wear and tear (e.g. tearing up the turf, creating muddy areas, etc.).
5. Once a game or practice begins, the referee, umpire or coach shall be responsible for a decision to suspend a game due to the above-mentioned or other conditions.
6. If the Town of Boxborough closes the field, the permit holder will be entitled to change field locations if an alternate field is available, reschedule the date or request a full refund for that day.

**Removal of Trash**

Carry in-carry out! It is the permit holder's responsibility to assure that fields are policed after use and no trash is left behind.

The permit is being issued for the exclusive use of the field only. Conditions of play such as lines and equipment are not part of the permitting process.

Failure to abide by the policy may result in suspension of the field permit or loss of field use privileges. By signing below, Organization Coordinator and his/her group agrees to abide by the *Boxborough Field Use Permit Policy*.

Across Sport America - Ross Little  
 Representative's Name and Organization

Ross Little 8/5/15  
 Representative's Signature & Date



**Town of Boxborough**  
**29 Middle Road**  
**Boxborough, MA 01719**  
**978-264-1700**

**Schedule of Field Permit Fees**  
**Effective January 1, 2012**

Field Fee (per field)	Boxborough Resident [Exclusive-use for organized activity]		Non-Boxborough Resident	
	(up to 2 hours)	(2 + hours)	(up to 2 hours)	(2+ hours)
Per Field	\$60	\$120	\$120	\$240
Multiple Day Use (10 Consecutive Days)	\$200	\$400	\$250	\$500
Multiple Day Use (11-20 Days)	\$250	\$500	\$300	\$600
Multiple Week Use (10 consecutive weeks/same day, same time)	\$200	\$400	\$250	\$500
Camps/Clinics	\$240 per field/day		\$240 per field/day	

Fees may be waived for certain permitted uses as specified in the *Boxborough Field Use Permit Policy*.

**Selina Shaw**

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**From:** Adam Duchesneau <aduchesneau@boxborough-ma.gov>  
**Sent:** Thursday, August 20, 2015 4:15 PM  
**To:** Adam Duchesneau  
**Subject:** Boxborough2030 Recommendations & Implementation Plan

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Board, Commission, and Committee Members,  
As you may or may not be aware, the Metropolitan Area Planning Council (MAPC) is assisting the Town and the Master Plan Update Committee (MPUC) in updating the Town's Master Plan, which is now entitled: **Boxborough2030**. The MPUC is closing in on the final modifications to the plan update and as part of this, MAPC is finishing making edits to the Recommendations & Implementation Plan section.

By Monday, August 31<sup>st</sup>, I will be distributing the most updated version of the Recommendations & Implementation Plan section to your representative on the MPUC. During the month of September, your Board/Committee/Commission will be charged with reviewing the relevant sections of the Recommendations & Implementation Plan and providing feedback and comments. MAPC and the MPUC will need these comments by **September 30<sup>th</sup>** in order for them to be incorporated into the final version of the plan. This should still give each board/committee/commission enough time to go over the Recommendations & Implementation Plan, but, if for some reason your Board/Committee/Commission feels this timeline might be an issue, please let me know.

Please also take the next six weeks to review the Boxborough2030 website (<http://www.boxborough-ma.gov/boxborough2030>) and pass along any comments, edits, or suggestions you may have as this is the Master Plan document (online) that will come out of this process. Comments on the website can also be submitted when you report back the comments/edits on the Recommendations & Implementation Plan from each of your respective boards, committees, and commission by September 30<sup>th</sup>.

Additionally, MAPC is still collecting photographs for use on the Boxborough2030 website and Magazine Style Summary for the plan, so if you have any photographs that you feel might be worthwhile, please pass those along.

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](mailto:ADuchesneau@Boxborough-MA.gov)  
*Boxborough: A Rural, Engaged Community for All*  
[www.boxborough-ma.gov](http://www.boxborough-ma.gov)



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**Internal Communications and Outgoing Communications**  
**August 31, 2015**

1. Email communication from Viola Baboola, Verizon New England, Inc., dated August 14, 2015, to Town Administrator Selina Shaw, regarding their PEG Grant Report 2<sup>nd</sup> Quarter 2015, and the check for their 2<sup>nd</sup> Quarter PEG payment of \$15,929.97.
2. Email communication from Town Counsel, John Giorgio, Kopelman & Paige, PC, dated August 19, 2015, to TA Shaw regarding Town Counsel Hourly Rate. \*
3. Minuteman Advisory Group on Interlocal Coordination (MAGIC)'s Fiscal Year 2016 Work Plan.\*
4. Copy of a letter from Mass. Assoc. of Assessing Officers, Inc. Exec. Dir. Robert Ellia, dated August 27, 2015, to Town Assessor, Ruth Anderson advising that her MAAO professional designation has been re-certified.
5. DHCD Notice of a "Chapter 40B: Hot Topics in a Hot Market" Training session to be held October 2, 2015.
6. Boxborough *Beacon* article of August 13, 2015 "LittleBoxSolar gets first customer in Boxborough", by Molly Loughman.

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



Selina Shaw

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**From:** John Giorgio <[REDACTED]>  
**Sent:** Wednesday, August 19, 2015 9:18 AM  
**To:** Selina S. Shaw (sshaw@boxborough-ma.gov)  
**Subject:** Town Counsel Hourly Rate

Selina:

I hope all is well. I wanted to address a request with you. . The firm is proposing that we adjust the hourly rate for legal services charged to the Town from \$175 an hour to \$180 an hour. This would be effective on September 1, 2015.

Kopelman and Paige last raised its billable hour rate in Boxborough in January 2010 from \$170 to \$175. We always strive to keep our rates as low as possible, knowing how difficult recent years have been for municipal budgets with reductions in local aid and increases in the public's needs for municipal services. Despite the firm's careful management of expenses, the cost of doing business increases for us each year.

I think, and I would hope that the Board of Selectmen, the Town Administration, and department heads would agree, that the quality of the legal services that we provide to the Town has been outstanding. Unlike other firms that practice in the municipal law field, we devote almost our entire practice to municipal law, foregoing all private work against municipalities to ensure that we are never making arguments on behalf of private clients that would be inconsistent with the interests of our municipal clients. As a result, we cannot use other higher rate private practice areas to subsidize our municipal law practice. There are, I believe, considerable benefits to having a firm as your Town Counsel that is exclusively dedicated to municipal law. Our current body of legal work and experience is not only unsurpassed by any other practitioners or law firms practicing in this area, but, as we continue to work on behalf of municipalities, we deepen our municipal law expertise each year. This, in turn, enables the firm to respond to requests for legal services in ever increasing efficiency. I would anticipate, therefore, that even with the proposed rate increase, any increase in cost to the Town for our delivery of legal services should be modest, absent of course of any major new cases or significant out of the ordinary projects requiring legal representation.

Once again, thank you for your consideration of the proposed rate increase. Since the Board of Selectmen is the appointing authority for Town Counsel, I would appreciate your bringing this request to the Board for approval. If you or the Board of Selectmen have any questions, I would, of course, be pleased to respond.

Thank you.

John

John W. Giorgio, Esq.  
Kopelman and Paige, P.C.





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Bos-IC\*  
Planning Bd



Received  
8-24-2015

**MAGIC Fiscal Year 2016 Work Plan**  
Effective July 1, 2015 - June 30, 2016

*Effecting Positive Regional Change*

The Minuteman Advisory Group on Interlocal Coordination (MAGIC) is a subregion of the Metropolitan Area Planning Council (MAPC), the regional planning agency for the 101 cities and towns in Metropolitan Boston. MAGIC is composed of representatives from thirteen municipalities: Acton, Bedford, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Lincoln, Littleton, Maynard, Stow, and Sudbury.

**Purpose of the Work Plan**

The purpose of this document is to establish goals and objectives for the MAGIC Subregion, broadly, with regard to land use planning and municipal governance. In particular, this work plan will attempt to identify issues of subregional concern and priorities, outline potential planning projects for the Subregion to undertake and funding sources available, propose workshop/meeting topics and a schedule for meetings and events, establish an outreach strategy to encourage membership diversity, and provide active direction on a yearly basis.

**MAGIC Mission Statement:** MAGIC promotes inter-municipal cooperation to address and solve common issues.

**Goals**

1. Be an effective forum for the exchange of information and increase the knowledge and membership base of its participants.
2. Promote Smart Growth and sustainable development across the subregion in keeping with the goals of MAPC, the regional planning agency and parent organization of MAGIC, particularly in keeping with its MetroFuture Regional Plan.
3. Support the MAPC Mission "... to promote smart growth and regional collaboration. Our regional plan, MetroFuture, guides our work as we engage the public in responsible stewardship of our region's future..."
4. Help further MAPC's Five-year Strategic Plan (2015-2020), with an emphasis on its four Strategic Priorities:
  - Encourage development and preservation consistent with smart growth principles.
  - Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.
  - Play a leading role in helping the region to achieve greater equity.
  - Help the region reduce greenhouse gas emissions and adapt to the physical, environmental, and social impacts of climate change and natural hazards.

**Objectives**

1. Garner greater participation from a wider group of people within our communities by offering additional and different programs targeted to relevant audiences.
2. Plan for dynamic workshops and training opportunities of interest to Subregional Members.

c/o Metropolitan Area Planning Council  
Attn: Tanya Paglia, MAGIC Subregional Coordinator  
60 Temple Place, Boston, MA 02111



<http://www.mapc.org/magic>  
[tpaglia@mapc.org](mailto:tpaglia@mapc.org)  
phone: 617-933-0781

3. Develop goals for growth within Priority Development Areas<sup>1</sup> while increasing land protection, creating working farms, and clustered homes to preserve traditional landscapes.
4. Provide a forum to discuss potential development projects in the Subregion and the incorporation of Smart Growth and Low Impact Development principles.

Improve and develop effective procedures and mechanisms for written decision-making in response to MEPA, TIP, developments of regional impact, legislative and other filings and comment letters.

## **Projects**

MAGIC has the opportunity to pursue projects using the MAGIC special assessment (an annual support fee from member communities) as well as from other sources such as the District Local Technical Assistance (DLTA) program, the Unified Planning Work Program (UPWP, transportation planning monies from the Boston Region MPO), and various other grant, foundation, and technical assistance programs. The decision on how to use the special assessment funds for a given fiscal year will be made at the annual meeting, generally held in June.

In FY 2016, MAGIC expects to pursue some or all of the following projects. The relevant **MetroFuture Implementation Strategies** and **Strategic Priorities** associated with each project are indicated.

Potential projects to pursue include:

1. Climate Change Adaptation and Mitigation: MAPC will provide technical assistance to create a subregional Climate Change Adaptation Strategy for MAGIC, consistent with the Regional Climate Change Adaptation Strategy.

### **MAPC Strategic Priorities Advanced:**

- *Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.*
- *Help the region reduce greenhouse gas emissions and adapt to the physical, environmental, and social impacts of climate change and natural hazards.*

### **MetroFuture Strategies applicable to this project:**

- *Sub-strategy 4.C: Work together to make a safer region*
- *Sub-strategy 13.A: Plan for sustainability*
- *Sub-strategy 13.H. Promote local treatment and recharge of stormwater and wastewater*

2. Transportation: Development of projects/initiatives looking at innovative ways to integrate existing and expanded transit services into a more coordinated public transportation system. Strategic planning support for the transportation management associations in the MAGIC region; CrossTown Connect transportation management association (TMA) serving the MAGIC towns of Acton, Boxborough, Concord, Littleton, Maynard, and Stow, plus Westford; and the Middlesex 3 TMA serving the MAGIC towns of Bedford and Lexington as well as Billerica, Burlington, Chelmsford, Lowell, Tewksbury, Tyngsboro and Westford.

### **MAPC Strategic Priorities Advanced:**

- *Encourage development and preservation consistent with smart growth principles.*

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<sup>1</sup> The identification of Priority development areas (PDAs) is part of the State's efforts to plan ahead for growth. PDAs are places within a city or town that have been identified as capable of supporting additional development or as candidates for redevelopment, but that may first require additional investments in infrastructure. These areas are generally characterized by good access, available infrastructure (primarily water and sewer), and an absence of environmental constraints. In addition, many of these areas have undergone extensive area-wide or neighborhood planning processes and may have detailed recommendations for future actions. Rather than specific projects, PDAs represent more generally locations where growth may occur and investments will be directed.

- Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.
- Play a leading role in helping the region to achieve greater equity.

**MetroFuture Strategies applicable to this project:**

- Sub-strategy 4.B: Support regional collaboration, purchasing, and service delivery
- Sub-strategy 12.A: Integrate land use and transportation planning
- Sub-strategy 12.B: Prioritize transit and transportation alternatives
- Sub-strategy 12.C: Establish stable and sufficient financing for all modes
- Sub-strategy 12.D: Promote an efficient and transparent project delivery system

3. Complete/Green Streets and Healthy Communities – Update MAGIC towns on implementation of Complete/Green Streets and Healthy Communities initiatives.

**MAPC Strategic Priorities Advanced:**

- Encourage development and preservation consistent with smart growth principles.
- Play a leading role in helping the region to achieve greater equity.
- Help the region reduce greenhouse gas emissions and adapt to the physical, environmental, and social impacts of climate change and natural hazards.

**MetroFuture Strategies applicable to this project:**

- Sub-Strategy 9.A: Link health and planning
- Sub-Strategy 12.B: Prioritize transit and transportation alternatives

4. Renewable Energy Promotion: With MAPC's assistance, MAGIC will explore policy and implementation issues around advancing alternative energy projects including, regional digesters, solar systems, geothermal, etc.

**MAPC Strategic Priorities Advanced:**

- Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.
- Help the region reduce greenhouse gas emissions and adapt to the physical, environmental, and social impacts of climate change and natural hazards.

**MetroFuture Strategies applicable to this project:**

- Sub-strategy 13.C: Promote the use of renewable resources
- Sub-strategy 13.H: Promote local treatment and recharge of stormwater and wastewater

5. Regional Housing Initiatives – Update MAGIC towns on the status of regional housing initiatives involving member communities, including the two regional housing services offices/consultancies serving nearly all of the MAGIC towns, housing authority collaboration project.

**MAPC Strategic Priorities Advanced:**

- Encourage development and preservation consistent with smart growth principles.
- Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.
- Play a leading role in helping the region to achieve greater equity.

**MetroFuture Strategies applicable to this project:**

- Sub-strategy 4.B: Support regional collaboration, purchasing, and service delivery
- Sub-strategy 4.D: Plan together for regional development
- Sub-strategy 8.A: Develop coordinated regional and local plans for diverse housing production
- Sub-strategy 8.B: Increase affordable housing production in appropriate locations
- Sub-strategy 8.C: Diversify overall housing supply and affordability

- *Sub-strategy 8.D: Connect residents to housing opportunities*
- *Sub-strategy 8.E: Ensure fair and accessible housing*
- *Sub-strategy 8.F: Preserve, maintain, and upgrade existing affordable housing stock*

6. Economic Development: MAGIC will facilitate meetings and provide planning assistance for member towns in preparing economic development plans. This will include coordination and information sharing with other regional economic development and transportation planning activities such as I-495 Development Compact and the I-495 Growth District Initiative (Boxborough, Littleton, Westford).

**MAPC Strategic Priorities Advanced:**

- *Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.*
- *Play a leading role in helping the region to achieve greater equity.*

**MetroFuture Strategies applicable to this project:**

- *Sub-strategy 11.A: Create Jobs in MetroFuture-consistent locations*

7. Smart Growth Projects:

- a. Self Assessment Checklist - Development of an efficient method of inventorying regulations/bylaws that may hinder Smart Growth development and achievement of MetroFuture goals and objectives. Includes the Green Town workshop cosponsored by MAGIC and other subregions.
- b. Planning Assistance - Identification of regulations/bylaws related to smart growth and environmental sustainability (e.g. Wetlands, Stormwater, Site Plan Review, Zoning, etc.), as well as conflicting Master Plan guidance.

**MAPC Strategic Priorities Advanced:**

- *Encourage development and preservation consistent with smart growth principles.*
- *Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.*

**MetroFuture Strategies applicable to this project:**

- *Sub-strategy 5.A: Plan for compact growth to service community needs*
- *Sub-strategy 5.B: Ensure good design and access*
- *Sub-strategy 5.C: Encourage market response to district plans*
- *Sub-strategy 8.B: Increase affordable housing production in appropriate locations*
- *Sub-strategy 13.E. Implement water/wastewater/stormwater utility "best practices" across the region*
- *Sub-strategy 13.H. Promote local treatment and recharge of stormwater and wastewater*

8. MAGIC Bylaw: Review for consistency with new procedures, practices, schedule, etc.

**MAPC Strategic Priorities Advanced:**

- *Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.*

**MetroFuture Strategies applicable to this project:**

- *Sub-strategy 1.A: Increase municipal planning capacity*
- *Sub-strategy 4.A: Strengthen MAPC as a regional resource*

9. Legislative Action: MAGIC members will work with MAPC staff to alert legislators of important legislative issues to the Subregion and assist with campaigns such Zoning Reform, transportation financing and improvement, District Local Technical Assistance, and Water Infrastructure Planning and Finance.

**MAPC Strategic Priorities Advanced:**

- Encourage development and preservation consistent with smart growth principles.
- Partner with our cities and towns to promote regional collaboration, enhance effectiveness, and increase efficiency.
- Play a leading role in helping the region to achieve greater equity.
- Help the region reduce greenhouse gas emissions and adapt to the physical, environmental, and social impacts of climate change and natural hazards.

**MetroFuture Strategies applicable to this project:**

- Sub-strategy 1.D Coordinate sustainable state policies and programs
- Sub-strategy 3.D Ensure that state assistance to local government is sufficient and predictable

The above projects were generated as a direct result of discussions begun at MAGIC meetings, direct suggestions from MAGIC members, and feedback from MAPC staff. During FY 2016, additional projects and uses for special assessment funds may be identified, at which time the MAGIC Executive Committee and MAGIC Representatives will work with the MAPC MAGIC Subregional Coordinator to assess funding and resource availability.

**Meetings**

During the FY16 year, MAGIC will hold two distinct meeting types: subregional meetings and special events. MAGIC subregional meetings will be held on a bimonthly basis with special events held on the alternate months (subject to occasional variation).

- **Subregional meetings:** will be held to conduct regular subregional business, share information, and address current and upcoming issues affecting MAGIC communities.

Subregional meeting topics will depend upon current and upcoming issues that communities are facing. Each regular subregional meeting agenda will also include time to discuss pending legislation relevant to the MAGIC subregion and how communities/residents can engage with their legislators, and the traditional community exchange of information. In addition, some meeting agendas will include updates on MAPC projects presented by MAPC.

- **Special events:** will include workshops, forums, tours and trainings, as well as annual events such as the MAGIC Legislative Breakfast, Annual Meeting, and a Town Managers/Administrator's Round Table. These events will be held separately from regular meetings in an effort to ensure that there is adequate time to effectively provide education and information exchange between MAGIC members, MAPC, and all regional partners.

Workshops, forums and trainings are offered to provide educational services to MAGIC members and ensure that there is an effective forum for information exchange. Presentations will be given by experts regarding the topic. Specific training sessions (e.g. GIS, Social Media) will be considered upon request (e.g. Massachusetts Citizen Planner Training Collaborative workshops).

In addition, MAGIC may have need to occasionally call special meetings in order to accommodate topics that are time-sensitive. In the interest of minimizing special meetings, MAGIC will do its best to address special unforeseen action items at the beginning of forums or other special events when a regular meeting is scheduled.

Below is a tentative **meeting schedule** for FY 2016 as well as the remainder of calendar year 2016 for planning purposes. All meetings will be announced by the Subregional Coordinator via email and posted to the MAGIC webpage (<http://mapc.org/magic>) and the MAPC Events Webpage (<http://www.mapc.org/events>).

**Subregional meetings** will be held at the following time and location:

- First Thursday of every other month (whenever possible)
- 2:30 to 4:30 pm
- Concord Department of Planning and Land Management, 141 Keyes Road, Concord, MA 01742

Date	Meeting Description
July 8, 2015	Tour of Concord Riverwalk Community
September 10, 2015	Subregional Meeting ( <i>Refreshments: Lincoln</i> )
October 8, 2015	Special Event – Friends of MetroFuture Walk and Talk featuring ACROSS Lexington
October 22, 2015	Special Event – Climate Change Adaptation Strategy Kick-Off Forum
November 5, 2015	Subregional Meeting ( <i>Refreshments: Littleton</i> )
December 3, 2015	Special Event – Town Managers/Administrators Round Table (8 am)
January 7, 2016	Subregional Meeting ( <i>Refreshments: Maynard</i> )
February 5, 2016	Special Event – MAGIC Legislative Breakfast (8 am)
March 3, 2016	Subregional Meeting ( <i>Refreshments: Stow</i> )
April 7, 2016	Special Event – Community Preservation Act Forum or Energy Services Forum
May 5, 2016	Subregional Meeting – Appointment of Officers Nominating Committee ( <i>Refreshments: Sudbury</i> )
June 2, 2016	Annual Meeting – Election of Officers; MAGIC Work Plan; Allocation of Special Assessment Funds ( <i>Refreshments: Acton</i> )
July 7, 2016	Subregional Meeting ( <i>Refreshments: Bedford</i> )
September 8, 2016	Subregional Meeting ( <i>Refreshments: Bolton</i> )
October 6, 2016	Special Event – Friends of MetroFuture Walk or Talk
November 3, 2016	Subregional Meeting ( <i>Refreshments: Boxborough</i> )
December 1, 2016	Special Event – Town Managers/Administrators or Planners Round Table (8 am)

## Special Events for FY2016

Whenever possible, special events will be held at a location where they can be televised on local cable. Proposed events for FY2016 include the following (may change based on members' expression of interests as the fiscal year continues):

### 1. **ACROSS Lexington Walk and Talk: October 2015**

An opportunity to learn about ACROSS Lexington (Accessing Conservation land, Recreation areas, Open space, Schools and Streets in Lexington), a network of pedestrian and bicycle routes that links many parts of the Town of Lexington. The event will feature a brief indoor presentation to learn about how this largely volunteer driven initiative came about and how it will continue to unfold followed by a walk to see the results.

### 2. **Subregional Climate Change Adaptation Plan Forum: October 2015**

A kick-off event for the subregional Climate Change Adaptation Plan which MAGIC will undertake during FY2016.

### 3. **Town Managers'/Administrators' Roundtable: December 2015**

A forum for the subregion's Town Managers and Administrators to come together as a group. The event is an opportunity to share information and updates with peers on matters of importance in the 13 MAGIC towns and to discuss regional issues as well as opportunities to collaborate.

### 4. **Legislative Breakfast: February 2016**

MAGIC will host a legislative breakfast in early February, 2016. MAGIC will reach out extensively to ensure full legislator participation in the meeting. MAGIC always strives to increase legislative and subregional participation; therefore, the format of the breakfasts will engage participants in the legislative process with the goal of learning:

- What are each legislator's current priorities and what are the potential outcomes?
- What specifically will our legislators do to address current challenges in our region?
- What can MAGIC do to assist our legislators?
- How can MAPC help advance the interests of member communities on Beacon Hill?

### 5. **Community Preservation Act Forum or Energy Services Forum**

Depending on interest, MAGIC will bring its 13 towns together to either:

- share ideas and learn what other communities have done to expand renewable energy use, increase efficiency, improve energy resilience, and save money; or
- hold a retrospective on how each town has utilized Community Preservation Act funds. This would be an opportunity to share ideas and explore best practices from around the region.

### 6. **June Annual Meeting: June 2016**

The draft Work Plan for FY 2017 will be reviewed and adopted at this meeting. The use of MAGIC's special assessment for FY 2017 will also be decided. Per the Subregion's bylaws, MAGIC will elect its officers during its June meeting. The Chairperson appoints a Nominating Committee at the May meeting that shall prepare a slate of officers that shall be sent to the representatives with the notice of the annual meeting. Nominations from the floor with the assent of the nominee will be accepted. The newly elected officers will assume their office upon completion of the annual meeting.

## **Meeting Notification**

All MAGIC meetings are open to the general public. Meeting notices with agenda items are posted on the MAPC website at <http://www.mapc.org/publicmeetings> at least 48 hours in advance of MAGIC meetings. Meeting minutes will be kept on file at MAPC and made available upon request. Generally, meeting minutes will be posted on the MAGIC website.

## **Membership and Voting**

According to the Minuteman Advisory Group on Interlocal Coordination Committee Bylaws, each MAGIC community may have two representatives, one elected by that community's Board of Selectmen and one elected by that community's Planning Board. The one-year term for each representative begins with each fiscal year. MAGIC Representatives are strongly encouraged to attend monthly MAGIC meetings. If a decision at a MAGIC meeting requires a vote, each community has one vote. A quorum consists of MAGIC Representatives from one-third of the communities (5/13).

### **MAGIC Representatives for FY16:**

#### Acton

- Appointed by Board of Selectmen: **Franny Osmond, Board of Selectmen**
- Appointed by Planning Board: **Ray Yacouby, Planning Board Clerk**

#### Bedford

- Appointed by Board of Selectmen: **Mark Siegenthaler, Board of Selectmen**
- Appointed by Planning Board: **Sandra Hackman, Planning Board**

#### Bolton

- Appointed by Board of Selectmen: **Don Lowe, Town Administrator**
- Appointed by Planning Board: **Erica Uriarte, Town Planner**

#### Boxborough

- Appointed by Board of Selectmen: **Leslie Fox, Board of Selectmen**
- Appointed by Planning Board: **Adam Duchesneau, Town Planner**

#### Carlisle

- Appointed by Board of Selectmen: **Douglas Stevenson, Board of Selectmen**
- Appointed by Planning Board: **Karen Andon, Planning Board**

#### Concord

- Appointed by Board of Selectmen: **Elise Woodward, Board of Selectmen**
- Appointed by Planning Board: **Elizabeth Hughes, Town Planner**

#### Hudson

- Appointed by Board of Selectmen: **Vacant**
- Appointed by Planning Board: **Vacant**

#### Lexington

- Appointed by Board of Selectmen: **Michelle Ciccolo, Interim Representative**
- Appointed by Planning Board: **Richard Canale, Planning Board Chair**

#### Lincoln

- Appointed by Board of Selectmen: **Peter Braun, Board of Selectmen**
- Appointed by Planning Board: **Chris Reilly, Director of Planning and Land Use Permitting**

#### Littleton

- Appointed by Board of Selectmen: **Keith Bergman, Town Administrator (MAPC Vice President)**
- Appointed by Planning Board: **Vacant**

#### Maynard

- Appointed by Board of Selectmen: **Kevin Sweet, Town Administrator**
- Appointed by Planning Board: **Bill Nemser, Town Planner**

Stow

- Appointed by Board of Selectmen: *Don Hawkes, Board of Selectmen*
- Appointed by Planning Board: *Karen Kelleher, Town Planner*

Sudbury

- Appointed by Board of Selectmen: *Patricia Brown, Board of Selectmen*
- Appointed by Planning Board: *James Kupfer, Assistant Town Planner*

### **MAGIC Officers**

The MAGIC Executive Committee assists the Subregional Coordinator in the activities described above. In addition, the Chairperson appoints committees and insures that members carry out Committee directives. The Vice Chair positions support the work of the Chairperson. Each year, MAGIC elects a Chair and two Vice-Chairs. On June 4, 2015 MAGIC Officers for Fiscal Year 2016 were elected:

- Keith Bergman, Littleton Town Administrator: MAGIC Chair;
- Leslie Fox, Boxborough Selectman: First Vice Chair; and
- Franny Osman, Acton Selectman: Second Vice Chair.

### **MAPC Staff**

Professional staff assistance to MAGIC is provided by MAPC. For Fiscal Year 2016, the MAGIC Subregional Coordinator is Tanya Paglia, Regional Planner. The MAGIC Subregional Coordinator is responsible for working with the Executive Committee to ensure that the goals and objectives of the subregion are met. Generally, with the assistance from the Executive Committee, the Coordinator schedules meetings, prepares agendas, prepares workshops/trainings, maintains the subregional contact list, manages subregional accounting and budgets, provides technical assistance to communities, and implements subregional projects.

### **Outreach and Participation**

It is important to identify individuals and groups that can increase the diversity of those who participate in subregional meetings, programs and projects. Assistance from the Executive Committee and existing MAGIC members will be sought to identify these groups. A review of the existing MAGIC mailing list will be performed periodically to identify gaps in membership representation. MAGIC Representatives from each town are responsible for assisting in outreach and helping to identify individuals within their own community might want to attend MAGIC meetings, forums, and roundtables when the meeting topic is applicable to others. If possible, it is desired that more than one representative from each member municipality attend each MAGIC event. Meeting notices will be emailed to press contacts and legislators, and occasionally, will be announced with press releases.

### **Communications**

Participants in MAGIC can stay informed about MAGIC activities including meeting notices and cancellations, as well as other opportunities and events of interest by emails sent through the MAGIC email distribution list. The list is open, anyone interested may email Tanya Paglia, MAGIC Subregional Coordinator at [tpaglia@mapc.org](mailto:tpaglia@mapc.org) to join. The MAGIC website: [www.mapc.org/magic](http://www.mapc.org/magic) will be updated regularly.

### **MAGIC Bylaws**

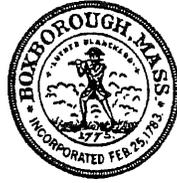
The MAGIC Bylaws, adopted June 11, 2009, include additional details regarding the purpose of the committee, membership, officers and elections, meetings, and subcommittees. MAGIC Bylaws are available on the MAGIC website and upon request.







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**Minutes, Notices and Updates**  
**August 31, 2015**

**Minutes**

1. Board of Appeals minutes from the meeting held August 4, 2015.

**Notices**

1. Notice of a Recreation Commission meeting held August 18, 2015
2. Notice of a Vocational Education Advisory Committee meeting held August 25, 2015.
3. Notice of a Public Safety Space Needs Advisory Group meeting held August 25, 2015
4. Notice of an AgCom meeting to be held August 31, 2015 [Revised]
5. Notice of a Personnel Board meeting held August 28, 2015
6. Notice of a Public Safety Communication Committee meeting to be held September 3, 2015
7. Notice of an Acton-Boxborough Cultural Council meeting to be held September 8, 2015
8. A-B Regional School Committee Budget Subcommittee to be held September 2, 2015
9. Library Board of Trustees meeting to be held September 16, 2015



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**General Correspondence  
August 31, 2015**

1. Sudbury Valley Trustees (SVT) Fall Program Calendar [*Includes Winter Solstice event @ Half Moon Meadow*]
2. Freedom's Way National Heritage Announcement *Walden to Wachusett celebrating thoreau*, September 12<sup>th</sup> and 13<sup>th</sup> #