



**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**February 22, 2016**

**APPROVED: March 14, 2016**

**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 called the meeting to order at 7:03 P.M. in the Boxborough Community Center.

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**

- Council on Aging (CoA) Chair Frank Powers was present to discuss two candidates for appointment to the CoA, Barbara Birt and Carolyn (Taryn) Light. CoA member Frank Sibley was also present. CoA Chair Powers advised that both of the candidates have attended several CoA meetings and he has worked with them on various Senior Tax Workoff projects. They are a welcome addition to their Board.
  - Further to the recommendation of the CoA, Member Fox moved to appoint Barbara Birt to complete the unexpired term of Susan Page for a term commencing immediately and ending on June 30, 2016. Seconded by Member Stemple. **Approved 5-0.**
  - Further to the recommendation of the CoA, Member Fox moved to appoint Carolyn (Taryn) Light to complete the unexpired term of Lauraine Harding for a term commencing immediately and ending on June 30, 2016 Seconded by Member Stemple. **Approved 5-0.**
- Inspector of Buildings (BICAO), Gerry Noel was present to brief the Board on options for replacing the front steps and walkway of Town Hall. Community Preservation Comm. Chair Owen Neville was also present for this discussion. BICAO Noel advised that he is seeking direction from the Selectmen as this moves forward and for them to determine if a Town Meeting warrant article is necessary. He spoke to the spreadsheet and photo samples of paving material options provided. There was discussion regarding the appearance, durability, cost and upkeep of some of the materials he is recommending. Also, there is a concern about the traction on these surfaces when they are wet. There was discussion on the available options & their respective components, including paving materials; railings and landscaping as profiled in the spreadsheet along with revised cost estimates, funds currently set aside and potential supplemental funding sources. CPC Chair Neville spoke to the CPA funding authorized at last year's Town Meeting and the potential additional funding that may be available through the CPC. There was discussion as a potential supplemental funding article.
- BICAO Noel also provided an update on the Town Hall chairlift project.

*Board took item #7c, out of order*

**NEW BUSINESS**

- The Selectmen took up several Reserve Fund Transfer Requests:
  - Chair Amoroso moved to forward to the Finance Committee for approval the request to transfer \$495 from the Reserve Fund to account #001-122-5730-0000, Selectmen Dues/Membership. Seconded by Member Stemple. **Approved 5-0.**
  - Chair Amoroso moved to forward to the Finance Committee for approval the request to transfer \$2,000 from the Reserve Fund to account #001-292-5711-0000, ACO – Dog & Cat Travel. Seconded by Member Fox. **Approved 5-0.**
  - Chair Amoroso moved to forward to the Finance Committee for approval the request to transfer \$2,903 from the Reserve Fund to account #001-691-5241-0000, Hist Commission – Bldg/Grounds Maintenance. Seconded by Member Gorman. **Approved 5-0.**

## APPOINTMENTS (Continued)

- Police Chief Warren Ryder came before the Selectmen to present Robert A. Arakelian as a candidate for appointment to the position of Full-time probationary Police Officer. Members of the police department and others were also present. Chief Ryder spoke to the process undertaken to fill this position and to eventually identify Arakelian as a candidate. Arakelian reviewed his professional & personal background, including his experience at the UMass Worcester medical complexes and campus and running his own business. Chief Ryder noted that one of the major benchmarks they utilized is a candidate's ability to fit into the Boxborough community. Further to the recommendation of Police Chief Warren Ryder, Member Fox moved to appoint Robert A. Arakelian to the position of Full-time Probationary Police Officer for a one year term commencing on February 25, 2016 and expiring on February 24, 2017. Seconded by Member Stemple. **Approved 5-0.**
- Chief Ryder remained to provide an update on the public safety building project. Chief Ryder advised that the Space Needs Advisory Group (SNAG) has identified plans that the architect will now utilize to develop reliable planning cost estimates. This Group has reached a milestone and he would like to recommend that the Selectmen now work on establishing a formal building committee for this proposed project with a goal of presenting the project, at a Town Meeting in the future. There was discussion as to the possible make-up of a building committee and whether the Permanent Building Committee could simply be re-invigorated to handle this project. Member Gorman also noted that there will be an article at this year's Town Meeting to fund additional study work on this.

*Board took item #6a, out of order*

## OLD BUSINESS

- The Board took up the ratification and execution of successor agreement between the Town and the Massachusetts Coalition of Police, Local 200, Police. Police Chief Ryder and Officers from Local 200 were present. 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 200, Police for the term July 1, 2015 – June 30, 2018. Seconded by Member Stemple. **Approved 5-0.**
- There were no Citizens concerns.

## MINUTES

- Member Gorman moved to accept the minutes for the Regular session of January 25, 2016, as revised. Seconded by Member Bak. **Approved 5-0.**
- Member Gorman moved to accept the minutes for the Executive session of February 10, 2016, as written. Seconded by Member Bak. **Approved 5-0.**

## SELECTMEN REPORTS

- Member Gorman reported that some residents have voiced concern about the aesthetics of the antennae array recently installed behind the Museum. This array will be removed and a new one will be installed next week. Photographs were provided to illustrate.

He reported that he had participated in a meeting with DPW and the DEP regarding the Hager Well facility. It has been determined that some significant system components were mismatched and will need to be updated. An ATM capital article will be needed. \$50,000 is the projected outside number, but will likely be less. ABRSC member Maria Neyland was present and she provided her input as to this expenditure; the potential financial impact to the ABRSD and requested that the District be kept "in the loop."

Member Gorman also reported that he spent two hours on Sunday listening to citizens' concerns regarding zoning site plans issues for two commercial properties.

- Member Stemple reported that he and Chair Amoroso met with the current and in-coming Supt. at the Nashoba High School this morning. This was done in anticipation of questions that they felt needed to be answered for Special Town Meeting. This was a positive discussion.
- Chair Amoroso reported that based on the feedback received at the STM Informational Meeting he felt he needed more information. He and Member Fox will be going to Assabet High School on Tuesday. He has had numerous phone discussions with the Nashoba's Supt., Assabet's Supt. and Sec. Wulfson at DESE. They were very helpful. He related some of the information provided concerning – "Choice Students", Out-of-District placement and Out-of-District transportation options. He has been advised that Nashoba has capacity still available; can accept both Choice and Out-of-District students and is willing to extend its Littleton bus route into Boxborough; billing the Town for this. He has also been in communication with ABRSD Supt. Brand and AB School Comm. member, Brigid Bieber regarding the Guidance Staffs' role in providing information on Ch. 74

education options to Boxborough residents if we withdraw. He also related discussions on the process to designate a “Preferred” Vocational school which would allow the Town provide access to just one school, and not to various schools all over the state. He appreciated ABRSC member Neyland remaining so that this information could be shared with her. He further advised her that it was very unlikely that ABRSD administrators need to provide any type of report at Special Town Meeting. Dover is holding its STM tonight.

#### **OLD BUSINESS (Continued)**

- The Selectmen re-opened discussion on Special Town Meeting preparation and reviewed the proposed motions. There was discussion as to the ordering of articles, both here and in the other District Towns. The Board reviewed the ordering of the presentations under Article #2 – Selectmen General Information presentation; Voc. Ed. Advisory Comm.; FinCom; and then the Selectmen’s recommendation presentation. Under the Minuteman articles, voters need to clearly understand what a Yes vote means and what a No means. Article #2 - Yes is to withdraw from the Minuteman School District/No to stay and Article #3 – Yes to approve amendments /No to not approve. There was discussion about holding a paper ballot vote and the process. According to the Moderator this has to be a motion on Town Meeting floor. The consensus of the Board was to support a paper ballot motion if it is called for. Member Fox moved to hold a secret paper ballot at Special Town Meeting. Seconded by Member Gorman. **Approved 5-0.**
- Discussion was opened as to Annual Town Meeting (and Special within the Annual) and the proposed list of articles. There was discussion as to the DPW paving capital article for \$400,000. It was clarified that this would be in addition to Ch. 90 funds received from the state. Member Gorman reviewed the proposed roadway paving scheduled breakout in which ones they intend to use town funds for and those to come under Ch. 90. There was a side discussion as to the proposed MASSDoT work on the Route 111 culverts and the necessary detours onto town side roads. There is concern about the increased traffic; and whether a police presence may be necessary. Member Gorman advised that there will be no article for improvements to the DPW office facilities on this year’s warrant. However, he did advise that, pursuant to Chief Ryder’s report on the public safety building project, an article shall be needed to provide funds for additional study efforts. Member Gorman moved to put a placeholder on the warrant for the appropriate funds to continue the SNAG Study. Seconded By Chair Amoroso. **Approved 5-0.** Also based on earlier discussions concerning the Town Hall steps/walkway, Member Bak moved put a placeholder on the warrant for a CPA appropriation for project related to Town Hall. Seconded by Member Stemple. **Approved 5-0.** Chair Amoroso moved to close the warrant for the annual town meeting and the special town meeting within the annual, which begin on May 9, 2016. Seconded by Member Bak. **Approved 5-0.**

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

- The Board took up the acceptance of FY 2016 State 911 Department Support and Incentive Grant. The intention is to use this for software upgrades. Member Gorman moved to accept the FY 2016 State 911 Department Support and Incentive Grant in an amount not to exceed \$16,485 to be expended between February 11 – June 30, 2016. Seconded by Member Fox. **Approved 5-0.**
- The Town Clerk is looking for additional help for the Presidential Primary. Further to the recommendation of Town Clerk, Elizabeth Markiewicz, Chair Amoroso moved to appoint John Fallon as Temporary Constable for a term of one month, commencing March 1, 2016 and ending on March 31, 2016. Seconded by Member Stemple. **Approved 5-0.**
- Further to the recommendation of the Board of Health, and in compliance with the State Reclamation and Mosquito Control Board’s “Budget Notification & Compliance Certification Policy,” Member Bak moved to declare the Board of Selectmen’s support of the FY 2017 proposed cherry sheet assessments for the Central Mass. Mosquito Control Project. Seconded by Member Stemple. **Approved 5-0.**

#### **CORRESPONDENCE**

- There was discussion on the letter received from AlphaCars thanking the Boxborough Police Dept. for the hard work that lead to the apprehension of a hit-run suspect.

#### **ADJOURN**

- The meeting was adjourned at 8:56 PM.

**SELECTMEN'S ANNOUNCEMENTS**  
**FEBRUARY 22, 2016**

- **Selectmen Agenda packets are available** from links on the Town's website, from the calendar or the Selectmen's webpage. <http://www.boxborough-ma.gov/board-of-selectmen>
  
- Boxborough is having a very important **Special Town Meeting on Wednesday, February 24<sup>th</sup>** (snow date of February 25), starting at 7:00 PM at the Blanchard Memorial School. This Special Town Meeting is of critical importance to the future of the Minuteman Regional Vocational School District and the future of Boxborough's relationship to that District. Residents will be asked to vote on a new amended agreement for the Minuteman District, as well as to consider a vote to withdraw from the District. These are complicated subjects. There will also be an article included on the warrant to consider an appropriation from Free Cash to increase the reserve fund by \$50,000. The Special Town Meeting Warrant and related materials are now available on the Town's website.
  
- Tuesday, March 1<sup>st</sup> is the **Presidential Primary Election**. Voters are advised that due to the problems with the Town Hall lift, the polling location for this Presidential Primary has been relocated to the Sargent Memorial Library, 427 Mass. Ave. The polls will be open from 7:00 AM -8:00 PM. The deadline to apply for an absentee ballot for this Election is Monday, February 29, 2016 at 12:00 noon and the Town Clerk must receive completed ballots by March 1, 2016 at 8:00 PM. Go to the Town Clerk's webpage for more information.
  
- Many people are currently using their **fireplaces and woodstoves** to keep warm. However, this winter the Boxborough Fire Department has responded to 2 fires that were attributed to improper disposal of ashes." Please take care when using your fireplace and woodstove, and review the safety tips posted on the town's website.
  
- The Town has provided information on our website to help residents in dealing with the recent winter weather. Please go to "**Preparedness Tips for Severe Winter Weather**" on Homepage under News & Announcements. Residents are reminded that a **winter parking ban** is in effect until April 1<sup>st</sup>. On street parking is not allowed between the hours of 1:00 AM and 6:00 AM and at all hours whenever inclement weather is forecast. Also, no overnight or weekend parking is allowed at any Town-owned facilities without permission. Please go to the Town's website or call DPW at 978-264-1790 for more information.

- **Annual street listing/census forms** were mailed to residents in January. Voters not completing their census will be put on the inactive voter list. If you have not already done so, please review, sign and return your census form to the Town Clerk.
  
- Dog owners please note that you can now apply for your **2016 dog license** on-line. Applications have also been included in with the street census mailing and are due back to the Town Clerk by March 10th. Please contact the Town Clerk, Liz Markiewicz if you have not received your census form or if you have any questions on the census, dog licensing or your voter status.
  
- **The FY 2017 budget process has begun.** The current draft budget is available on the Town's website. You are encouraged to attend Selectmen, Finance Committee, Library Trustee and A-B School Committee meetings at all times, but especially during the budget season. Please check the web calendar for meeting dates. Your input is important.
  
- Boxborough's **Annual Town Meeting** will begin on Monday, May 9<sup>th</sup> at 7PM in the Blanchard School Gym.
  
- **Nomination papers are now available for elected town offices** at the Town Clerk's office, Boxborough Town Hall, 29 Middle Road. The annual Town Election will be held May 16<sup>th</sup>. Offices that will be on this year's ballot are:
  - Selectman, 3-year term, 1 seat
  - Library Trustees, 3-year term, 2 seats
  - School Committee, 3-year term, 1 seat
  - Board of Health, 3-year term, 1 seat
  - Planning Board, 3-year term, 2 seats
  - Moderator, 1-year term, 1 seat
  - Town Clerk, 3-year term, 1 seat
  - Constable, 3-year term, 1 seat
  
- The deadline to submit** completed nomination papers to the Town Clerk is **Monday, March 28<sup>th</sup>**. Please go to the Town Clerk's webpage or Town Clerk, Liz Markiewicz for more information.

- The Fire Department has implemented an **on-line system for issuing permits during Opening Burning Season** which runs until May 1<sup>st</sup>. Residents would go to the Fire Department's Burn Permit webpage on the day they wish to burn. Posted will be whether burning is allowed that day. If allowed, residents would follow the prompts to register for a Daily Permit. The Department's Open Burning Rules & Regulations are also posted. Alternatively, residents call the Fire Dept. at 978-264-1770 to activate a permit or for more information.
- **You can now apply and pay for Transfer Station Stickers and Bulk Item Disposal Vouchers on-line.** Go to the Transfer Station's webpage for more information.
  - If you are looking to **dispose of bulk items**, please consider donating your items to the local not-for-profit organization, Household Goods at [www.householdgoods.org](http://www.householdgoods.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.
- 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 Town website's homepage on the left-hand side under Resources.
- **The Town's Video On Demand service**, which features Board of Selectmen meetings and recordings of other public meetings, can now be viewed by the following link from the Town website's homepage on the left-hand side under Resources: **BXB-TV On Demand**, <http://bxbtv.pegcentral.com/index.php>
- Are you 18 or older with two years or more of audio/video experience and are willing to work on an as-needed basis, then **BXB-TV**, our government channel broadcast provider, is looking for you. **Qualified candidates** would assist with the filming of various Town-related meetings and events. Please submit your resume to BXB-TV Video Production Supervisor Kirby Dolak at Littleton Cable TV, 37 Shattuck St., Littleton, MA 01460, or submit via email to [kdolak@littletonma.org](mailto:kdolak@littletonma.org)
- **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), Conservation Commission (1), Council on Aging (2), Design Review Board (1 at-large member), Energy Committee (1), Housing Board (1), Public Celebrations & Ceremonies Committee (2), Recreation Commission (1), Steele Farm Advisory Committee (2) and the Well-Being Committee has (2 at-large vacancies). Also, the Town Moderator is seeking two (2) volunteers 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**  
**February 22, 2016**  
**Boxborough Community Center**  
**30 Middle Road**

**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) Frank Powers, Council on Aging (CoA) Chair and Barbara Birt and Carolyn (Taryn) Light, candidates for appointment to the CoA, 7:05 PM
- i. *Further to the recommendation of the CoA, move to appoint Barbara Birt to complete the unexpired term of Susan Page for a term commencing immediately and ending on June 30, 2016* **VOTE:**
  - ii. *Further to the recommendation of the CoA, move to appoint Carolyn (Taryn) Light to complete the unexpired term of Lauraine Harding for a term commencing immediately and ending on June 30, 2016* **VOTE:**
- b) Gerry Noel, Inspector of Buildings, to brief the BoS on options for replacing the front steps of Town Hall, 7:10 PM
- c) Warren Ryder, Police Chief and Robert A. Arakelian, candidate for appointment to the position of Full-time Probationary Police Officer, 7:25 PM  
*Further to the recommendation of Police Chief Warren Ryder, move to appoint Robert A. Arakelian to the position of Full-time Probationary Police Officer for a one year term commencing on February 25, 2016 and expiring on February 24, 2017* **VOTE:**
- c) Warren Ryder, Police Chief to provide an update on the public safety building project
- d) Citizens concerns

**4. MINUTES**

- a) Regular session, January 25, 2016 **ACCEPT & POF**
- b) Executive session, February 10, 2016 **ACCEPT & POF**

**5. SELECTMEN REPORTS**

**6. OLD BUSINESS**

- a) Ratification and execution of successor agreement between the Town and the Massachusetts Coalition of Police, Local 200, Police  
*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 200, Police for the term July 1, 2015 – June 30, 2018* **VOTE:**

- b) Special Town Meeting (February 24, 2016) preparation  
Review motions

- c) Annual Town Meeting (and Special within the Annual)  
*Move to close the warrant for the annual town meeting and the special town meeting within the annual, which begin on May 9, 2016*

**VOTE:**

## **7. NEW BUSINESS**

- a) Acceptance of FY 2016 State 911 Department Support and Incentive Grant  
*Move to accept the FY 2016 State 911 Department Support and Incentive Grant in an amount not to exceed \$16,485 to be expended between February 11 – June 30, 2016*

**VOTE:**

- b) Appointment of Temporary Constable  
*Further to the recommendation of Town Clerk, Elizabeth Markiewicz, move to appoint John Fallon as Temporary Constable for a term of one month, commencing March 1, 2016 and ending on March 31, 2016*

**VOTE:**

- c) Reserve Fund Transfer Requests

- i. Selectmen Dues/Membership

*Move to forward to the Finance Committee for approval the request to transfer \$495 from the Reserve Fund to account #001-122-5730-0000, Selectmen Dues/Membership*

**VOTE:**

- ii. ACO – Dog & Cat Travel

*Move to forward to the Finance Committee for approval the request to transfer \$2,000 from the Reserve Fund to account #001-292-5711-0000, ACO – Dog & Cat Travel*

**VOTE:**

- iii. Historical Commission – Bldg/Grounds Maintenance

*Move to forward to the Finance Committee for approval the request to transfer \$2,903 from the Reserve Fund to account #001-691-5241-0000, Hist Commission – Bldg/Grounds Maintenance*

**VOTE:**

- d) Mosquito Control Funding for FY 2017

*Further to the recommendation of the Board of Health, and in compliance with the State Reclamation and Mosquito Control Board 's "Budget Notification & Compliance Certification Policy," move to declare the Board of Selectmen's support of the FY 2017 proposed cherry sheet assessments for the Central Mass. Mosquito Control Project*

**VOTE:**

## **8. CORRESPONDENCE**

**ACCEPT & POF**

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

## **9. PRESS TIME**

## **10. CONCERNS OF THE BOARD**

## **11. ADJOURN**

**Selina Shaw**

3a

**From:** Selina Shaw <sshaw@boxborough-ma.gov>  
**Sent:** Thursday, February 04, 2016 2:51 PM  
**To:** 'Frank Powers'  
**Cc:** 'Laura Arsenault'; 'Les Fox'  
**Subject:** RE: Two projected new COA members

I will ask the BoS to take this up on February 22. The agenda has been set for Monday's upcoming meeting. Will you be able to attend on the 22nd with the candidates?

One will be appointed to fill the unexpired term of Susan Page, until 6/30/16 and the other to fill the unexpired term of Lauraine Harding, until 6/30/16.

Regards,  
Selina

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

Boxborough: A Rural, Engaged Community for All

\*\*Please note new email address: [sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)\*\*

When writing or responding, please be aware that the Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential.

-----Original Message-----

**From:** Frank Powers [<mailto:bullwinklemobile@gmail.com>]  
**Sent:** Thursday, February 04, 2016 2:05 PM  
**To:** Selina Shaw  
**Cc:** Laura Arsenault; Les Fox  
**Subject:** Two projected new COA members

Selina: FYI and action, at our last meeting we had 2 guests - Barbara Birt and Taryn Light. Both expressed interest in joining the Board and we voted to put their names forward for membership.  
Thanks  
Frank=



Town Hall Stairs / Landscape Project

Preliminary Estimates

2015/2016

Contractor	Cost for Middle Rd. (Front) Entry Stairs	Stair Material	Southeast Railing Co. Front Entry Railing	Railing Material	Cost for Front Entry Landscaping	Cost for Sign	Cost for Main Entry Landscaping/ Drainage	Main/Front Entry Material	Total Cost	Middle Rd. Entry Stairs/Railing Supplemental Appropriation Required (CPC Reserve?)	Front Entry Landscaping/ Sign Appropriation Required	Town Hall Article ATM 2014 Existing Funds Available
Classic Concrete	\$14,700	Stamped Concrete	\$3,780	Galvanized Black	\$12,300	\$2,895	\$2,500	Stamped Concrete	<b>\$36,175</b>	\$8,480	\$15,195	\$2,500
O'Neil Landscaping Design	\$12,192	Bluestone	\$3,780	Galvanized Black	\$16,956	\$2,895	\$7,988	Bluestone	<b>\$43,811</b>	\$5,972	\$19,851	\$7,988
JHS Landscaping Corporation	\$26,870	Bluestone /Brick Pavers	\$3,780	Galvanized Black	\$13,660	\$2,895	\$8,540	Brick pavers	<b>\$55,745</b>	\$20,650	\$16,555	\$8,540
Innovative Landscaping Solutions, Inc.	\$21,870	Bluestone Landing/ Granite Treads/ Veneer Fieldstone Risers	\$3,780	Galvanized Black	\$32,850	\$2,895	\$3,060	Concrete Pavers	<b>\$64,455</b>	\$15,650	\$35,745	\$3,060

96

- Front stairs/railings had been supported by CPC article in 2015 for \$10,000. Supplemental appropriation required.
- Main (side) entry and drainage will be funded by Town Hall paving and grading article (ATM 2014). Remaining balance in article: \$45,584.91
- O'Neal quote assumes removal of brick stairs by DPW. Needs to be increased.
- Confirming that quotes were at prevailing wages. May update 2/22/16

Please note that all quotes are for different products and one should be selected. The stamped concrete would require yearly sealing relative to maintenance and should be incorporated in DPW or Town Hall Budget. This maintenance cost of sealing would roughly be \$250.00 yearly.



Town Hall - Boxboro - Mass.

c. 1900s

### Town Hall Walkway – Stamped Concrete



3



4



5



6



7



8



9



10

### Town Hall Steps – Stamped Concrete



11



12



13



14

### Town Hall Steps – Blue Stone



15



16



17



18



Town Hall c. 1900s





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

To: Board of Selectmen  
From: Chief Warren B. Ryder  
Date: February 17, 2016  
Re: Full Time Officer Appointment

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Dear Board,

I respectfully request that Robert A. Arakelian be appointed to the position of Full Time Probationary Police Officer for the Town of Boxborough effective February 25, 2016.

Robert is currently a Full Time Police Officer for the University of Massachusetts - Worcester. Robert lives in Shrewsbury and he began his career as a Police Officer in 2011. He is a certified as a Full Time Police Officer.

If appointed, Robert will begin our twelve week field training curriculum before taking on vacant shifts. I have issue Robert a conditional letter offer of employment contingent on his successful completion of medical, psychological, and background checks along with an appointment to the position

WBR/cop



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

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February 17, 2016

Robert A. Arakelian  
[REDACTED]

Robert,

I am pleased to present you a conditional offer of employment as a Full-Time Boxborough Police Officer. The starting salary for this position is \$25.03 per hour "step A2" including educational incentives. This offer is contingent upon successful completion a few requirements, which may include but not limited to:

- Appointment by the Board of Selectmen (February 22, 2016)
- Successful completion of medical and psychological examinations
- Successful completion of a background investigation

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

We look forward to working with you as a Police Officer and we hope your career here will be an enjoyable and rewarding experience.

Sincerely,

*Warren B. Ryder*

Warren B. Ryder  
Chief of Police

Accepted by,

Robert A. Arakelian

**ROBERT A. ARAKELIAN**

**RELATED EXPERIENCE:**

*January 2011 to Present*

**UNIVERSITY OF MASSACHUSETTS POLICE DEPARTMENT** - Worcester, Massachusetts

Police Officer

- Patrol buildings and lands of the University including hospital ensuring the protection of persons and property while exercising police powers in the detection and apprehension of law violators; investigate crimes, accidents and complaints.
- Aid and assist all persons in danger of physical harm or victims of crime, accidents or illness.
- Conduct traffic control on lands of the University; enforces State motor vehicle laws, as well as University/Hospital laws, rules and regulations regarding traffic and parking.
- Identify criminal offenders, apprehend when necessary, conduct criminal investigations, and participate in subsequent court proceedings as required.

**ADDITIONAL EXPERIENCE:**

*June 2007 to December 2015*

**RED COAT MANAGEMENT, INC.** - Worcester, Massachusetts

Owner

- Establish corporation specializing in business consulting and management.
- Expert experience in all phases of operations management, sales, budget development, cost control, profit-loss margins, personnel, staffing and marketing.

*January 2003 to June 2007*

**KENT MANAGEMENT** - Providence, Rhode Island / Worcester, Massachusetts

Managing Partner

- Responsible for overall operation of nightclub generating \$1.5 million in annual sales.

*October 2001 to January 2003*

**FURNITUREFAN.COM** - Sudbury, Massachusetts

Director of Sales

- Direct a team of 20 in cold calling retailers for online advertising and hosting services.

*January 2001 to October 2001*

**HEADHUNTER.NET/CAREERBUILDER.COM** - Needham, Massachusetts

Corporate Account Manager

- Educate corporations to streamline hiring practices through the sale of internet recruitment solutions.

*September 1999 to December 2000*

**REFER.COM** - Boston, Massachusetts

Corporate Sales Executive

- Sell unique online referral concept for internet job postings to Fortune 1000 accounts.

## ROBERT A. ARAKELIAN

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*March 1996 to August 1999*

**G.I.G., INCORPORATED** - Worcester, Massachusetts

Managing Partner

- Monitor the sales and operations of a retail business specializing in the sale and rental of multimedia products.
- Develop company operating policies and budget projections.

*November 1991 to March 1996*

**KENT MANAGEMENT** - Providence, Rhode Island / Worcester, Massachusetts

General Manager

- Direct and supervise the work performance of 60 full and part time personnel.
- Responsible for staffing, supervision, quality controls and supply purchasing.

*May 1989 to November 1991*

**MASSACHUSETTS DEPARTMENT OF EMPLOYMENT & TRAINING** - Marlboro, Massachusetts

Job Specialist

- Provide counseling related to unemployment law, official policy, and claimant rights.
- Investigate claimant fraud by cross matching records with Massachusetts Department of Revenue.

### ADDITIONAL EXPERIENCE:

- M.P.T.C. Basic Detective Training
- M.P.T.C. Interview & Interrogation Training
- M.P.T.C. Background Investigation Training
- Field Training Officer Certification by Massachusetts State Police
- Below 100 Instructor Certification
- Possession of Massachusetts L.T.C.
- First Responder and C.P.R. Certification
- Extensive Workplace Violence and Active Shooter Training
- Alternate Department Court Liaison Officer
- Microsoft Office Applications
- Appointed Constable – Town of Shrewsbury, Massachusetts

### EDUCATION:

**M.P.T.C. FULL TIME RECRUIT ACADEMY**, Boylston, Massachusetts

19<sup>th</sup> M.P.O.C. - Class Treasurer – December 2011

**SYRACUSE UNIVERSITY**, Syracuse, New York

B.A. Public Policy Studies / Public Affairs

Minor: Sociology



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

To: Board of Selectmen  
From: Chief Warren B. Ryder  
Date: February 17, 2016  
Re: Space Needs Advisory Group Update

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Dear Board,

The Space Needs Advisory Group (SNAG) has come to a consensus on the conceptual block diagrams and rough floor plans of a potential Public Safety Facility. Under the terms of the contract with our vendor (HKT Architects) they have refined the preferred scheme and will be seeking professional cost estimates. We expect to have real cost estimates within a month and a final report to follow. The SNAG will continue to meet as we begin working on a community information campaign.

The SNAG membership has been operating as an advisory committee to Chief White and I who have guided us in ultimately making some important decisions on this project. We feel that the project has reached a milestone with its preliminary studies and findings and recommend that the Board of Selectmen establish and appoint a Public Safety Building Committee (PSBC). The purpose of the PSBC will be to make recommendations to the Board of Selectmen and to potentially help move this project to Town Meeting and ultimately to fruition.

Respectfully Submitted,

Warren B. Ryder  
Chief of Police





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**January 25, 2016**

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

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

**ABSENT:** Robert Stemple

**ALSO PRESENT:** Cheryl Mahoney, Department Assistant

Chair Amoroso called the meeting to order at 7:03 P.M. in the Boxborough Community Center.

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**

- Owen Neville, Community Preservation Committee (CPC) Chair, Owen Neville was present to discuss CPC activities and to provide updates. The CPC's Plan has been posted to their webpage along with their application. They first met in Jan. of 2015, meeting regularly and have held several public hearings pursuant to the state's CPA requirements. They have joined a resource sharing group, the Community Preservation Coalition, to help them work through the CPA process. CPC presented three projects at the 2015 Town Meeting – Steele Farm Barn renovation, Town Clerk's records preservation and Town Hall exterior repairs. The Barn repairs have been completed along with the first phase of the Town records preservation. The Town Hall's exterior work is being re-assessed. For this year, they have received 7 submissions (one was withdrawn.). There was a general discussion about the three project categories Open Space, Housing and Preservation and also the specifics of those applications submitted this year. He thanked Selectmen Bak for her active participation at their meetings. He also noted that Town Hall staff has been very helpful and supportive. At this time CPC has no plans to seek bonding for the items in their Town Meeting Article. CPC will be meeting with Town Counsel to inform them as to how the Town can access and use CPA funds. Neville further clarified that the CPC is the one that decides how to fund these submitted projects. The state's current match is at 18%.

*The Board took agenda items #4(a) and #5 out of order.*

**MINUTES**

- Member Fox moved to accept the minutes for the regular session, January 11, 2016, as revised. Seconded by Member Bak.  
**Approved 4-0.**

**SELECTMEN REPORTS**

- Member Fox reported that the Master Plan Update Comm. has supposedly held its last meeting, as it has made its recommendation to the Planning Bd.; which the Planning Board is presenting tonight.
- He also reported that the proposed Stow Road RFP has been circulated to stakeholders and special counsel has been retained to review it. He noted that the Affordable Housing Trust will be paying for the special counsel's legal fees.
- Member Fox reported that he met with Chief Ryder and conducted a brief review of FY 17 police budgets.
- Chair Amoroso reported that he had attended a Minuteman School Comm. meeting as Boxborough's Representative.

*The Board took agenda items #8 (a-c) out of order.*

#### **NEW BUSINESS**

- Council on Aging Chair, Frank Powers was present regarding the resignation of CoA member, Susan Page. Member Fox moved to accept with regrets the resignation of Susan Page from the Council on Aging. Seconded by Member Bak. **Approved 4-0.**
- Energy Committee Chair, Francie Nolde was present regarding the resignation of EnCom member Rebecca Morris. Chair Amoroso moved to accept with regrets the resignation of Rebecca Morris from the Energy Committee. Seconded by Member Bak. **Approved 4-0.**
- Member Gorman opened discussion on a request from the Conservation Commission for DPW assistance. This is a process put in place several years ago to request that DPW perform tasks outside of their normal work. He explained this project. In the last few years, DPW has been asked to take on more and more. Member Gorman moved to authorize the DPW use of the flail and other equipment to clear a path along the “red trail” at Hager Meadow, as shown on the Town trail maps. Seconded by Member Fox. **Approved 4-0.**
- Discussion opened on designating a polling location for the March 1<sup>st</sup> Presidential Primary Election. Historically we have held elections in the Grange Meeting Room, however, though work is underway the work to replace the Town Hall chairlift may not be completed by the election. The Town Clerk has advised that she will be able to conduct this election in the Library’s Meeting Room. Chair Amoroso moved that the location for the March 1 Presidential Primary be moved to the meeting room of the Sargent Memorial Library located at 427 Massachusetts Avenue, Boxborough, MA. Seconded by Member Bak. **Approved 4-0.**

There was additional discussion on the status of the chairlift replacement project.

*The Selectmen took a brief recess.*

#### **PUBLIC FORUM - BOXBOROUGH2030 (MASTER PLAN)**

- The Planning Board and Board of Selectmen opened the public forum to consider the adoption and endorsement of the Town’s updated Master Plan, “Boxborough2030.” Planning Board Chair Owen Neville; Planning Board members: Master Plan Update Comm. (MPUC) Chair John Markiewicz; MPUC members; Town Planner, Adam Duchesneau, MAPC Sr. Regional Planner, Manisha Bewtra; and members of the public were present. Planning Board Chair Neville called the Planning Board to order at 7:30 PM; and turned the floor over to MPUC Chair Markiewicz. Markiewicz referred to the MPUC’s Power Point presentation. He reviewed the formation and background on this effort. The presentation addressed the MPUC’s key findings and identified needs. They also broke out priorities and aspirations. With tonight’s forum the work of the MPUC is concluded, however, the Town needs to treat the Boxborough2030 Plan as a tool and utilize it as a living document. There needs to be a regular review of the identified action items. The Planning Board is willing to take the lead on this effort. Markiewicz opened the floor for Planning Board and Selectmen comments and questions. There was no additional input from the Planning Board. Several Selectmen discussed the implementation component and concern about the potential need for Town Hall support services in these efforts. The public also provided input - Comm. Preservation Comm. member Rita Grossman encouraged Boxborough2030 stakeholders, going forward, to reach-out to the CPC. Resident George Krusen was encouraged that the Plan seeks to protect our greenery. We should be aware of our carbon footprint; preserve the greenery land abutting the I-495 corridor and the 3 streams in Town. He also noted that we were part of the Nashoba Praying Village and would like to see the preservation of the Native American sites we have in Town. Markiewicz also addressed Francie Nolde’s inquiry about how revisions and changes to the Plan would be undertaken. Ms. Bewtra provided her summary of the MPUC endeavor and thanked Town Planner Duchesneau and the MPU Committee for their hard work in bringing this about. Discussion closed. Planning Board Member Nancy Fillmore moved to endorse the Town’s approved, updated Master Plan, entitled “Boxborough 2030” and the implementation process as laid out in the Plan Seconded by Eduardo Pontoriero. **Approved unanimously**, and adjourning their meeting at 7:57 PM Selectmen Chair Amoroso moved to endorse the Town’s approved, updated Master Plan, entitled “Boxborough 2030” and the implementation process as laid out in the Plan Seconded by Member Fox. **Approved 4-0.**

Upon further discussion it was confirmed that the Master Plan Update Committee (MPUC)’s work is now complete. Selectmen Chair Amoroso moved dissolve MPUC. Seconded by Member Fox. **Approved 4-0.**

*The Selectmen took a brief recess.*

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

- Police Chief Warren Ryder was present to discuss the proposed FY 17 Police Department and Public Safety Dispatch Dept. budgets. He had just finished reviewing his budget presentation meeting with Finance Comm. He reviewed the changes in the Police Dept. including several retirements, a new hire and an opening yet to be filled. Salary line is based on a two-officer shift model, contractual terms and CoLA. Overtime is increased because some officers will need additional trainings needed to fill these vacancies. There was discussion regarding levels of training for special officers and the related equipment usage. There

was discussion about the department's plan to acquire tasers; and the Finance Comm's input regarding a bulk acquisition and a possible capital article. He has scheduled a cruiser acquisition scheduled for FY 17. He has been able to reduce both his electric and heating expenses. LELD rates have decreased and an issue with the generator has been corrected. One item that has increased is Bldg./Grounds due to an increase need for bio-hazard (sanitary) cleaning services. There are also several capital improvements that he has been pushing off in anticipation of the building project being discussed, which he detailed in a hand-out. He is working with the Finance Comm. on these items. Animal Control came under his purview this year. The Animal Control Officer (ACO) is currently using her personal vehicle, which is not best practice. He would like to acquire a Town vehicle for the ACO. There was also discussion about the IMA for Animal Control services with Littleton and Stow. There are no drastic changes to the Dispatch budget. Phones are switching to fiber so many of the communication costs will go away. There have been very few services issues since we switched vendors.

- Fire Chief Randolph White was present to discuss the proposed FY 17 Fire Department budget. Chief White advised that he just finished meeting with the Finance Comm. He has kept his budget lean for FY 17 with just a 1.81% increase overall. This includes CBA terms and CoLA. With five fully-trained FTEs, overtime has been decreased for FY 17. He explained why overtime actuals were up this year and how, by reducing call back hours to back fill, and he was able to fund other line items. He advised that in prior years, he has experienced a shortfall in the utility budget lines so he is using actuals, including these overages, going forward for FY 17. There was discussion regarding the generator repairs and the impact on electrical usage previously and going forward. He noted that the chemicals used to treat winter roadways is causing undercarriage corrosion, which effect their vehicle maintenance costs. He advised that the Brush truck will be delivered in the next few weeks and the new engine has been ordered and should be on-line this fall. He provided a handout outlining points of interest in the FY 17 budget and the two proposed articles. He outlined the rationale for creating a full-time/permanent Fire Captain position and the administrative responsibilities it would entail. This addition would be budget neutral as there is no longer a Call Deputy Chief; thus reducing Call Back hours. He will combine the Call Deputy responsibilities into this new position. The Captain would be a union position and the CBU has indicated they are happy with this proposal. The Lieutenant he is considering for this position has already taken on many of these responsibilities and should be recognized and compensated for this. This would allow the Dept. to create a succession plan and improve the command structure. It would also let personnel know there is an opportunity for advancement within the Dept. is possible, thus improving morale. His other article would be to acquire a specialized 4x4 utility truck (w/power lift gate). This vehicle would address a critical need for the Dept. - the ability to respond to incidents on trails and off-road locations. It could also be used on inspections, transportation to off-site trainings, plow public safety facilities; tow various public safety trailers garaged at the station and transporting equipment (i.e. generators, snow blowers) using the specialized lift gate. There may also be grant funds available to offset some of the fire services equipment buildout.
- There were no Citizens concerns.

#### OLD BUSINESS

- The Board took up discussion on the Feb. 24<sup>th</sup> Special Town Meeting; reviewing the warrant; providing input on the draft recommendations and reviewing the Moderator's proposed STM news release. They also signed the warrant. There was a review of the Special Town Meeting discussions and recommendation votes that took place at the Joint Selectmen/Finance Comm. meeting held last week. Finance Comm. will be writing the recommendation for Article 1 (Reserve Fund). The Board reviewed and provided suggested edits on Chair Amoroso's draft recommendations for Articles # 2 and #3, related the Minuteman School District. Chair Amoroso read back revised language on the respective recommendations. It was noted that Member Stemple is not present for this vote nor when the recommendations were voted on Jan. 21<sup>st</sup>. The Board would like to give him the opportunity to vote on these recommendations at a future meeting. Member Fox moved to approve the Selectmen's Article #2 Recommendation, as revised. Seconded by Member Gorman. **Approved: 3-1 (Bak)**. Member Gorman moved to approve the Selectmen's Article #3 Recommendation, as revised. Seconded by Member Fox. **Approved: 4-0**. There was a brief discussion on the proposed STM news item. Member Fox moved to approve the Moderator's announcement of February 9, as written. Seconded by Chair Amoroso. **Approved 4-0**. The Selectmen signed the February 24<sup>th</sup>, Special Town Meeting Warrant.

#### ADJOURN

The meeting was adjourned at 10:00 PM



6a

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

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

**Article 11 – Hours of Work**

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

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

**Article 12 - Wages**

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

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

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

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

(S 5) Increase education incentive for non-Quinn eligible employees to following new amounts:  
Year 1: \$2,500 for associate's; \$4,500 for bachelor's; \$5,500 for master's  
Year 2: \$3,000 for associate's; \$5,000 for bachelor's; \$6,000 for master's

**Article 14 - Promotions**

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

**Article 15 – Details**

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

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

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

**Article 17 - Vacation**

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

**Article 24 - Benefits**

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

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

Dental insurance to be provided and paid by employee

For the Town of Boxborough

For MCOP, Local 200

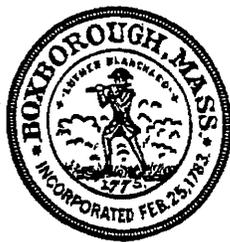
  
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Dated: 5-11-2015

Dated: 5/6/15

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

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

## TABLE OF CONTENTS

Article 1. DEFINITION OF BARGAINING UNIT.....	2
Article 2. RECOGNITION .....	2
Article 3. COMPLETE AGREEMENT.....	2
Article 4. MANAGEMENT RIGHTS .....	2
Article 5. PERFORMANCE EVALUATION .....	3
Article 6. JUST CAUSE .....	3
Article 7. DRUG FREE WORKPLACE.....	3
Article 8. DUTIES.....	4
Article 9. SENIORITY .....	4
Article 10. LAY OFF .....	4
Article 11. HOURS OF WORK.....	5
Article 12. WAGES.....	6
Article 13. OVERTIME .....	10
Article 14. PROMOTIONS .....	10
Article 15. DETAILS .....	11
Article 16. HOLIDAYS .....	12
Article 17. VACATION .....	12
Article 18. SICK LEAVE .....	14
Article 19. JURY DUTY.....	14
Article 20. BEREAVEMENT LEAVE.....	14
Article 21. MILITARY LEAVE .....	14
Article 22. PERSONAL LEAVE .....	15
Article 23. UNPAID LEAVE .....	15
Article 24. BENEFITS.....	15
Article 25. SPECIAL ALLOWANCES.....	16
Article 26. FITNESS .....	16
Article 27. GRIEVANCE PROCEDURE .....	17
Article 28. UNION DUES AND AGENCY SERVICE FEE .....	18
Article 29. DURATION OF AGREEMENT .....	20
SIGNATURES .....	20
Attachment A - COMPLAINT/GRIEVANCE FORM.....	21
Attachment B - AUTHORIZATION FOR PAYROLL DEDUCTION..	22

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

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

**ARTICLE 1 - DEFINITION OF BARGAINING UNIT**

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

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

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

**ARTICLE 2 - RECOGNITION**

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

**ARTICLE 3 - COMPLETE AGREEMENT**

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

**ARTICLE 4 - MANAGEMENT RIGHTS**

Section 1. This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe

the methods and means by which its operation of the Police Department shall be conducted, except to the extent expressly abridged by a specific provision of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE 8 - DUTIES

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

### ARTICLE 9 - SENIORITY

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

### ARTICLE 10 - LAY OFF

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

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

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

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

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

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

- a) The EMPLOYEE will be responsible for notifying the Chief of Police by certified mail of his/her current mailing address for the duration of the rehire period.
- b) The EMPLOYER will notify the laid-off EMPLOYEE(S) of restored full-time EMPLOYEE openings by certified mail. The notice must be postmarked within fifteen (15) days after the position has been officially restored.

- c) The laid-off EMPLOYEE(S) will be notified that they have fifteen (15) days to respond to the notice. The fifteen (15) days shall begin to toll on the date that the certified letter was received by the laid-off EMPLOYEE.
- d) If the laid-off EMPLOYEE chooses to return to duty, the EMPLOYEE will submit to (at the EMPLOYER's expense) a pre-employment medical examination by the same physician the EMPLOYER utilizes for annual EMPLOYEE physicals. The EMPLOYEE shall notify the Chief of Police that the EMPLOYEE chooses to be re-employed by the EMPLOYER by certified mail.
- e) A laid-off EMPLOYEE may be offered re-employment at the same or a lower rank provided that the lower rank is not lower than the rank of full-time EMPLOYEE.

## ARTICLE 11 - HOURS OF WORK

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

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

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

If the number of full-time officers, exclusive of the Chief of Police, totals ten (10) or more, the Employer may offer one flex shift. In the event that the number of full-time officers, exclusive of the Chief of Police, totals nine (9) or fewer, a flex shift shall not be offered. The flex shift shall be offered to officers as is any other shift per the current contract. The flex shift shall be four (4) consecutive days on duty followed by two (2) consecutive days off. The officer assigned to the flex shift may be moved outside of his/her four day on/two day off work week rotation or approved day off with his/her consent. There will be at least seven (7) days notice provided to flex officer for any shift changes. Such changes shall be mutually agreed upon between the Chief and the flex officer whenever possible.

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

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

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

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

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

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

## ARTICLE 12 - WAGES

Section 1. If a new EMPLOYEE has completed the Full-time Basic Recruit Academy training for full-time municipal police officers as approved and certified by the Municipal Police Training Committee (MPTC), OR if the new EMPLOYEE has obtained a waiver of permanent exemption excusing that EMPLOYEE from MPTC Basic Police Recruit Academy Training, the new EMPLOYEE may start at step "A2" on the wage scale. Proof of Academy graduation or permanent exemption is required. If a new EMPLOYEE has not completed training or obtained an exemption at the time of hire, the EMPLOYEE will start at step "A1" and advance to step "A2" upon successful completion of Academy training or obtaining a permanent exemption from the MPTC and presentation of proof thereof to the Chief of Police.

Section 2. All Existing EMPLOYEES will move from Step to Step each July 1, except those EMPLOYEES who have been issued a suspension for misconduct of three (3) or more days during the most recent fiscal year. Should the discipline be subsequently reduced below three (3) days by an Arbitrator or by agreement, the EMPLOYEE shall receive the step increase retroactive to July 1st of the applicable year.

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

**Effective July 1, 2015 (FY 2016):**

**PATROL OFFICERS:**

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F
Step	21.61	22.36	23.15	23.95	24.80	25.66	26.57
COLA (3.25%)	.70	.73	.75	.78	.81	.83	.86
<b>Total Wages</b>	<b>22.31</b>	<b>23.09</b>	<b>23.90</b>	<b>24.73</b>	<b>25.61</b>	<b>26.49</b>	<b>27.43</b>
Overtime	150% of hourly rate						

**SERGEANTS:**

	Step 1	Step 2	Step 3
% above maximum patrolman step	11%	13%	15%
Hourly	30.45	31.00	31.55
Overtime	150% of hourly rate		

**PATROL OFFICERS HIRED ON OR AFTER JULY 1, 2015 SHALL BE SUBJECT TO THE FOLLOWING WAGE TABLE FOR FY 16:**

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	21.61	22.17	22.75	23.34	23.95	24.57	25.21	25.86	26.54
COLA (3.25%)	.70	.72	.74	.76	.78	.80	.82	.84	.86
<b>Total Wages</b>	<b>22.31</b>	<b>22.89</b>	<b>23.49</b>	<b>24.10</b>	<b>24.72</b>	<b>25.37</b>	<b>26.03</b>	<b>26.70</b>	<b>27.40</b>
Overtime	150% of hourly rate								

**Effective July 1, 2016 (FY 2017):**

**PATROL OFFICERS:**

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F
Step	22.31	23.09	23.90	24.73	25.61	26.49	27.43
COLA (3.00%)	.67	.69	.72	.74	.77	.79	.82
<b>Total Wages</b>	<b>22.98</b>	<b>23.78</b>	<b>24.62</b>	<b>25.47</b>	<b>26.38</b>	<b>27.28</b>	<b>28.25</b>
Overtime	150% of hourly rate						

SERGEANTS:

	Step 1	Step 2	Step 3
% above maximum patrolman step	11%	13%	15%
Hourly	31.36	31.93	32.49
Overtime	150% of hourly rate		

**PATROL OFFICERS HIRED ON OR AFTER JULY 1, 2015 SHALL BE SUBJECT TO THE FOLLOWING WAGE TABLE FOR FY 17:**

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	22.31	22.89	23.49	24.10	24.72	25.37	26.03	26.70	27.40
COLA (3.0%)	.67	.69	.70	.72	.74	.76	.78	.80	.82
<b>Total Wages</b>	<b>22.98</b>	<b>23.58</b>	<b>24.19</b>	<b>24.82</b>	<b>25.46</b>	<b>26.13</b>	<b>26.81</b>	<b>27.50</b>	<b>28.22</b>
Overtime	150% of hourly rate								

**Effective July 1, 2017 (FY 2018):**

PATROL OFFICERS:

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F
Step:	22.98	23.78	24.62	25.47	26.38	27.28	28.25
COLA (2.75%)	.63	.65	.68	.70	.73	.75	.78
<b>Total Wages</b>	<b>23.61</b>	<b>24.43</b>	<b>25.30</b>	<b>26.17</b>	<b>27.11</b>	<b>28.03</b>	<b>29.03</b>
Overtime	150% of hourly rate						

SERGEANTS:

	Step 1	Step 2	Step 3
% above maximum patrolman step	11%	13%	15%
Hourly	32.23	32.81	33.39
Overtime	150% of hourly rate		

**PATROL OFFICERS HIRED ON OR AFTER JULY 1, 2015 SHALL BE SUBJECT TO THE FOLLOWING WAGE TABLE FOR FY 18:**

	Step A1	Step A2	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Step	22.98	23.58	24.19	24.82	25.46	26.13	26.81	27.50	28.22
COLA (2.75%)	.63	.65	.67	.68	.70	.72	.74	.76	.78
<b>Total Wages</b>	<b>23.61</b>	<b>24.23</b>	<b>24.86</b>	<b>25.50</b>	<b>26.16</b>	<b>26.85</b>	<b>27.55</b>	<b>28.26</b>	<b>29.00</b>
Overtime	150% of hourly rate								

Section 4. SHIFT DIFFERENTIAL

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

Day Shift: No Differential  
 Evening Shift: \$0.80 per hour  
 Overnight Shift: \$1.20 per hour

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

Section 5. CAREER INCENTIVE PAY

EMPLOYEES who show proof of a completed Associate's, Bachelor's or Master's Degree from a Massachusetts Board of Higher Education accredited college or university in Criminal Justice, Law Enforcement or Law, will receive additional compensation known as the "Quinn Bill", as defined under Massachusetts General Laws Chapter 41, Section 108L. The EMPLOYER will fully fund 100% of the Quinn Bill for Quinn eligible employees.

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

EMPLOYEES who are not eligible to receive benefits under the provisions of the Quinn Bill will receive, in addition to their base wage, \$2,500 for an Associate's degree, \$4,500 for a Bachelor's degree or \$5,500 for a Master's degree.

Effective July, 1, 2016, EMPLOYEES who are not eligible to receive benefits under the provisions of the Quinn Bill will receive, in addition to their base wage, \$3,000 for an Associate's degree, \$5,000 for a Bachelor's degree or \$6,000 for a Master's degree.

## ARTICLE 13 - OVERTIME

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

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

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

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

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

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

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

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

## ARTICLE 14 - PROMOTIONS

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

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

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

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

#### Section 2. TEMPORARY ASSIGNMENT

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

### **ARTICLE 15 - DETAILS**

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

Section 2. EMPLOYEES who work private details will be paid at a rate of \$49.00 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. Any hours over eight shall be billed in four hour increments at overtime, i.e., 1.5 times the detail rate.

Effective July 1, 2016, EMPLOYEES who work private details will be paid at a rate of \$50.00 per hour pursuant to the remaining terms of Section 2.

Effective July 1, 2017, EMPLOYEES who work private details will be paid at a rate of \$51.00 per hour pursuant to the remaining terms of Section 2.

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

All Contractors shall provide a minimum of two (2) hours' notice prior to cancellation of detail coverage. Notice shall be made to the Boxborough Police Department. If the detail is cancelled less than two (2) hours in advance, the Contractor will be charged for a minimum of four (4) hours.

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

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

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

### ARTICLE 16 - HOLIDAYS

The following days shall be considered paid Holidays:

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

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

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

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

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

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

### ARTICLE 17 - VACATION

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

**ACCRUAL SCHEDULE**

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

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

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

Section 1. Advancement in the schedule above from one vacation accrual level to another shall be measured from each EMPLOYEE'S individual date of hire.

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

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

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

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

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

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

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

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

## ARTICLE 18 - SICK LEAVE

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

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

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

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

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

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

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

## ARTICLE 19 - JURY DUTY

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

## ARTICLE 20 - BEREAVEMENT LEAVE

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

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

## ARTICLE 21 - MILITARY DUTY

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be

entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms and conditions set forth therein. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her M.G.L. Chapter 149 Section 52A leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

## ARTICLE 22 - PERSONAL LEAVE

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

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

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

## ARTICLE 23 - UNPAID LEAVE

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

## ARTICLE 24 - BENEFITS

### INSURANCE

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

Section 2. Medical Insurance Waiver Stipend – the EMPLOYER will offer a maximum stipend of \$2,400 per year for EMPLOYEES who do not receive medical insurance through the Town subject to all of the following terms:

- i. EMPLOYER will pay stipend on a monthly basis at the rate of \$200.00 per month for each month that EMPLOYEE does not receive medical insurance through the Town
- ii. To be eligible for the stipend, EMPLOYEE must have been enrolled in Town's medical insurance plan during the entire preceding fiscal year
- iii. EMPLOYEE must provide proof of outside medical insurance coverage
- iv. EMPLOYEE will only have one opportunity during the term of the CBA to opt out of the Town's medical insurance plan and to receive the stipend in the fiscal year that follows.

Section 3 – Dental Insurance – the EMPLOYER will offer a dental insurance plan which shall be paid 100% by the EMPLOYEE.

Section 4. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars (\$10,000.00) coverage. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

Section 5. Liability Insurance - The EMPLOYER will continue to provide the Liability Insurance or equivalent that is presently in effect.

Section 6. 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 7. Changed Benefits - In the event EMPLOYER changes benefits or terms relating to insurance, in excess of or more advantageous to the EMPLOYEES than those provided in the Agreement, such benefits or terms shall prevail to the extent permitted by law.

Section 8. The EMPLOYER and the UNION acknowledge that the EMPLOYER is a member of the Minuteman Nashoba Health Group (MNHG). The EMPLOYER and the UNION both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

## ARTICLE 25 - SPECIAL ALLOWANCES

Section 1. Stand by duty.

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

Section 2. Mileage Expense.

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

Section 3. Uniform Allowance.

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

## ARTICLE 26 - FITNESS

Section 1. Each EMPLOYEE shall maintain his/her physical condition such that the EMPLOYEE can perform the duties required of a Boxborough EMPLOYEE. As such, each EMPLOYEE shall be examined annually by a physician selected and compensated by the EMPLOYER. The UNION will first utilize their respective health insurance policies to cover the costs of the physicals. The EMPLOYER will reimburse each EMPLOYEE for any

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

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

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

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

## ARTICLE 27 - GRIEVANCE PROCEDURE

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

Section 2. The following is the grievance procedure:

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

**Step 1:** The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Police Chief. "In writing" shall mean that the grievance shall be detailed, including date of

occurrence and remedy sought on a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process

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

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

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

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

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

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

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

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

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

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

Section 2. The EMPLOYER shall require, as a condition of employment, the payment of an agency service fee up to the amount of UNION dues by any EMPLOYEE who is not a member of the UNION. The agency service fee for any EMPLOYEE who is not a member of the UNION shall begin after the thirtieth (30<sup>th</sup>) day following the commencement of his/her employment or the effective date of this agreement, whichever is later. The

EMPLOYER agrees that, upon appropriate written authorization executed by such EMPLOYEE, it will deduct the agency fee once each week, for four (4) weeks per month, from the pay of the EMPLOYEE. The EMPLOYER will remit the monthly aggregate amount of such deductions to the same EMPLOYEE of the UNION as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the EMPLOYEE by giving not less than sixty (60) days written notice to the EMPLOYER and by filing a copy thereof with the UNION.

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

**ARTICLE 29 - DURATION OF AGREEMENT**

The provisions of this Agreement will become effective July 1, 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 EMPLOYEES duly authorized to do so by MCOP Local 200.

**SIGNATURES:**

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

Signed, this \_\_\_ day of \_\_\_, 2016:

**For the EMPLOYER:**

**For the UNION:**

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

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

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

\_\_\_\_\_  
Patrick S. Colburn, 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	Police Chief	(14 cal. days)				
Step 1	Police Chief	(14 cal. days)				
Step 2	BOS	(14 cal. days)				
Step 2b	BoS ruling	(30 cal. days)				

AUTHORIZATION FOR PAYROLL DEDUCTION

**BY**

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

**TO**

TOWN OF BOXBOROUGH  
Employer

**EFFECTIVE**

**Date**

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

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



**ARTICLE 1      AMEND FY 16 OPERATING BUDGET (RESERVE FUND) – NEAL HESLER, FIN  
COM MEMBER**

(Majority vote required)

I move to transfer from Free Cash the sum of Fifty Thousand Dollars (\$50,000) to provide for the operations and expenses of the Town for the fiscal year beginning July 1, 2015 by amending the operating budget as voted under Annual Town Meeting Article 5 on May 11, 2015 by increasing the Reserve Fund, Department #132, as indicated in the warrant under Article 1.

Line Item #	Description	Appropriated at ATM 5/11/15	Proposed Increase/ <Decrease> Appropriation	Total FY 16 Allocation
132	Total Other – Reserve Fund	\$185,000	\$50,000	\$235,000

**ARTICLE 2      WITHDRAWAL OF THE TOWN OF BOXBOROUGH FROM THE MINUTEMAN  
REGIONAL VOCATIONAL SCHOOL DISTRICT – VINCENT AMOROSO, BOS  
CHAIR AND BOXBOROUGH MMRVSC REP**

(Majority vote required)

I move that the Town withdraws from the Minuteman Regional School District effective July 1, 2017, contingent upon the acceptance, on or before March 1, 2016, by all of the current members of the Minuteman District, and the approval, on or before December 31, 2016, by the Commissioner of Education, of the Amended Regional Agreement dated December 21, 2015 which has been submitted to the member towns by the Minuteman Regional School Committee.

**ARTICLE 3      AMENDMENTS TO THE REGIONAL SCHOOL DISTRICT AGREEMENT OF THE  
MINUTEMAN REGIONAL VOCATIONAL SCHOOL DISTRICT – VINCENT  
AMOROSO, BOS CHAIR AND BOXBOROUGH MMRVSC REP**

(Majority vote required)

I move that the Town, acting consistently with Section VII of the existing “Agreement With Respect to the Establishment of a Technical and Vocational Regional School District” for the Minuteman Regional Vocational School District, accepts the amendments to said Agreement which have been initiated and approved by a vote of the Regional School Committee on December 21, 2015, and which have been submitted as a restated “Regional Agreement” bearing the date of December 21, 2015 to the Board of Selectmen of each member town.



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The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
STATE 911 DEPARTMENT  
1380 Bay Street, Building C ~ Taunton, MA 02780-1088  
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585  
[www.mass.gov/e911](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
*Governor*

**DANIEL BENNETT**  
*Secretary of Public Safety  
and Security*

**FRANK POZNIAK**  
*Executive Director*

February 11, 2016

Selina S. Shaw  
Town Administrator  
Town of Boxborough  
520 Massachusetts Avenue  
Boxborough, MA 01719

Dear Ms. Shaw,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2016 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel List for your grant. Please note your contract start date is **February 11, 2016** and will run through June 30, 2016. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2016.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/E911](http://www.mass.gov/E911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than three (3) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2016.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY 2016 Support and Incentive Grant File



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> TOWN OF BOXBOROUGH (and d/b/a): <u>Boxborough Public Safety Dispatch</u>		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS	
<b>Legal Address:</b> (W-9, W-4,T&C): 29 MIDDLE ROAD BOXBOROUGH, MA 01719		<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780	
<b>Contract Manager:</b> SELINA S. SHAW		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <u>sshaw@boxborough-ma.gov</u>		<b>Contract Manager:</b> Cindy Reynolds	
<b>Phone:</b> 978-264-1712	<b>Fax:</b> 978-264-3127	<b>E-Mail:</b> 911DeptGrants@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000191729		<b>Phone:</b> 508-821-7299	<b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD ____ (Note: The Address ID Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT SUPG	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total If Contract is being amended). <u>\$16,485.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2016 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>10/29/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>SELINA S. SHAW</u> Print Title: <u>TOWN ADMINISTRATOR</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>2/11/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

7b

**Selina Shaw**

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**From:** Elizabeth Markiewicz <emarkiewicz@boxborough-ma.gov>  
**Sent:** Tuesday, February 09, 2016 12:15 PM  
**To:** sshaw@boxborough-ma.gov  
**Cc:** 'John Fallon'  
**Subject:** Temporary Constable

Hi Selina,

I'd like to request that the Board of Selectman appoint John Fallon as a temporary constable for the period March 1 to March 31, 2016. Could you please put on the agenda for the February 22 BOS meeting?

Thanks,  
Liz

Elizabeth A. Markiewicz  
Town Clerk  
29 Middle Road  
Boxborough, MA 01719  
978-264-1727

*Hours:*

*Mon-Thurs: 9am-2pm*

*Monday evenings: 6pm-8pm*





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# Reserve Fund Transfer Request

Date: 2/16/16

It is requested by the undersigned that the sum of \$ 495.00 be transferred from the Reserve Fund to:

UMAS Acct. # 001-122-5730-0000  
(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Board of Selectmen - Dues/Membership

The balance in the line item as of 2/16/16 (Date) is \$ -495.00. An amount of \$ 0 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

The 495 MW Partnership is a public-private collaboration of businesses, municipalities and others, of which Boxborough has been a member since its inception. The Partnership had discussed initiating a charge for annual dues, but the Town had received nothing definitive when the FY 16 budget was being prepared. Invoice was received and paid in August 2015, at which time, TA was hopeful that there may be unspent monies in other line items that could cover the deficit in the dues/membership line item.

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

<u>[Signature]</u> <u>2/18/16</u>	(Signature)	Selina Shaw, Town Administrator	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

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

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

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

**TOWN OF BOXBOROUGH MONTHLY EXPENDITURE REPORT**

For the Period 07/01/2015 To 01/31/2016

Account Number	Account Name	Original Budget	Budget Adjustments	Current Budget	Receipts To Date	Payments To Date	Net Expenses To Date	Available Balance	Percent Expended
<b>Selectmen</b>									
001-122-5110-0000	Selectmen Salaries	2,000.00	0.00	2,000.00	0.00	1,000.00	1,000.00	1,000.00	50.00%
001-122-5306-0000	Selectmen Consulting	0.00	560.00	560.00	0.00	559.20	559.20	0.80	99.86%
001-122-5317-0000	Selectmen Printing Services	48.00	0.00	48.00	0.00	44.00	44.00	4.00	91.67%
001-122-5420-0000	Selectmen Office Supplies	11.00	0.00	11.00	0.00	0.00	0.00	11.00	0.00%
001-122-5490-0000	Selectmen Events	600.00	0.00	600.00	0.00	705.64	705.64	-105.64	117.61%
001-122-5711-0000	Selectmen Travel	300.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00%
001-122-5712-0000	Selectmen Training/Conf	460.00	0.00	460.00	0.00	0.00	0.00	460.00	0.00%
001-122-5730-0000	Selectmen Dues/Membership	700.00	0.00	700.00	0.00	1,195.00	1,195.00	-495.00	170.71%
<b>Sum</b>	<b>Selectmen</b>	<b>4,119.00</b>	<b>560.00</b>	<b>4,679.00</b>	<b>0.00</b>	<b>3,503.84</b>	<b>3,503.84</b>	<b>1,175.16</b>	<b>74.88%</b>

Salaries < 1,000 ->  
175.16

Bos travel reimb < 143.96 >  
38.20 bal 3/16/16

MMA Ann Mtg  
not yet pd < 160.00 >

# INVOICE



Date	Invoice #
8/13/2015	81316-TBox

## 495/MetroWest Partnership

200 Friberg Parkway, Suite 1003  
Westborough, MA 01581

Fed Tax ID 16-1658 406  
Phone: (774)760-0495  
Email: paul@495partnership.org  
Web: www.495partnership.org

**To:**

Selina Shaw  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

<i>Thank you for your investment!</i>	Amount Due:
Thank you for your support during FY2016 (July 1 ,2015 - June 30, 2016)	500.00
<i>Scheduled Investment Date:</i>	FY2016

*Thank you for being a contributing community in the 495/MetroWest Partnership's service area!*

P2 8/25/15

***YOUR VOICE FOR YOUR REGION:  
INVEST FOR YOUR SUCCESS***

*Please make checks payable to the 495/MetroWest Partnership and mail to the address above.*



# Reserve Fund Transfer Request

Date: 2-11-2016

It is requested by the undersigned that the sum of \$ 2,000 be transferred from the Reserve Fund to:

UMAS Acct. # 292-5711-0000

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

Description (i.e. Selectmen's expenses) A.C.O. TRAVEL (MILEAGE)

The balance in the line item as of 2.11.16 (Date) is \$ -101.-. An amount of \$ 2,000 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

MILEAGE BUDGETED FOR FY16 WAS \$1,000 - SHOULD HAVE BEEN \$3,000 (CORRECTED IN FY17). UNEXPECTED EXPENSES IN VET SERVICES AND TELEPHONE AS WELL. WITH JB'S INPUT A RFT OF \$2,000 SHOULD COVER THE REST OF FY.

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

<u>[Signature]</u>	(Signature)	<u>CHIEF OF POLICE</u>	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

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

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

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

Filter by: Segment 1: 001  
 Segment 2: 292

Segment 3: 5200, 5201, 5202, 5203, 5204, 5205, 5206, 5207, 5208, 5209, 5210, 5211, 5212, 5213, 5216, 5217, 5218, 5219, 5220, 5221, 5222, 5223, 5224, 5225, 5230, 5235, 5240, 5241, 5242, 5243, 5245, 5250, 5270, 5271, 5280, 5290, 5291, 5292, 5300, 5301, 5302, 5305, 5306, 5310, 5311, 5312, 5313, 5316, 5317, 5318, 5320, 5321, 5330, 5331, 5340, 5341, 5342, 5343, 5344, 5345, 5351, 5380, 5399, 5400, 5413, 5420, 5421, 5422, 5440, 5441, 5442, 5443, 5490, 5500, 5510, 5520, 5521, 5531, 5536, 5580, 5582, 5591, 5599, 5600, 5601, 5602, 5620, 5630, 5631, 5639, 5640, 5646, 5651, 5661, 5663, 5668, 5690, 5700, 5710, 5711, 5712, 5730, 5731, 5740, 5741, 5770, 5780, 5793, 5799, 5800, 5801, 5802, 5803, 5804, 5806, 5807, 5808, 5809, 5810, 5811, 5813, 5814, 5815, 5816, 5817, 5818, 5819, 5820, 5821, 5827, 5830, 5831, 5840, 5850, 5870, 5882, 5890, 5899, 5900, 5910, 5915, 5916, 5925, 5940, 5950, 5960, 5961, 5962, 5963, 5966, 5967, 5968

Parameters: Fiscal Year: 2016 Start Date: 7/1/2015 end: 6/30/2016

## Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 001-292-5270-0000	ACO Dog & Cat Rental of Facilities	Summary:	0.00	350.00	600.00	250.00
	Block/Batch:	Posted: 07/01/2015		0.00	600.00	600.00
Tran. Type: Beginning Balanc		By: jbarrett				
Public Safety				0.00	600.00	600.00
Warrant: 2016-4	Block/Batch: 2016/4 Misc	Posted: 07/28/2015		50.00	0.00	550.00
Tran. Type: Payable		By: jbarrett				
July 15		Ridge Hill Realty Co.		50.00	0.00	550.00
Warrant: 2016-6	Block/Batch: 2016/6 Police	Posted: 08/11/2015		50.00	0.00	500.00
Tran. Type: Payable		By: jbarrett				
Aug 15		Ridge Hill Realty Co.		50.00	0.00	500.00
Warrant: 2016-10	Block/Batch: 2016/10 Police	Posted: 09/08/2015		50.00	0.00	450.00
Tran. Type: Payable		By: jbarrett				
Sept 15		Ridge Hill Realty Co.		50.00	0.00	450.00
Warrant: 2016-17	Block/Batch: 2016/17 Misc	Posted: 10/27/2015		50.00	0.00	400.00
Tran. Type: Payable		By: jbarrett				
Oct 15		Ridge Hill Realty Co.		50.00	0.00	400.00
Warrant: 2016-19	Block/Batch: 2016/19 Misc	Posted: 11/10/2015		50.00	0.00	350.00
Tran. Type: Payable		By: jbarrett				
Nov 15		Ridge Hill Realty Co.		50.00	0.00	350.00
Warrant: 2016-21	Block/Batch: 2016/21 Police	Posted: 11/24/2015		50.00	0.00	300.00
Tran. Type: Payable		By: jbarrett				
Dec 15		Ridge Hill Realty Co.		50.00	0.00	300.00
Warrant: 2016-25	Block/Batch: 2016/25 Misc	Posted: 01/05/2016		50.00	0.00	250.00
Tran. Type: Payable		By: jbarrett				
Jan 2016		Ridge Hill Realty Co.		50.00	0.00	250.00
Account: 001-292-5302-0000	ACO Dog & Cat Veterinary Svc	Summary:	0.00	228.75	150.00	-78.75
	Block/Batch:	Posted: 07/01/2015		0.00	150.00	150.00
Tran. Type: Beginning Balanc		By: jbarrett				
Public Safety				0.00	150.00	150.00
Warrant: 2016-24	Block/Batch: 2016/24 Police	Posted: 12/22/2015		228.75	0.00	-78.75
Tran. Type: Payable		By: jbarrett				

### Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
<b>Account:</b> 001-292-5302-0000	ACO Dog & Cat Veterinary Svc	<b>Summary:</b>	0.00	228.75	150.00	-78.75
250579		Family Friends Veterinary H		228.75	0.00	-78.75
<b>Account:</b> 001-292-5341-0000	ACO Dog & Cat Telephone	<b>Summary:</b>	0.00	670.41	600.00	-70.41
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2015		0.00	600.00	600.00
<b>Tran. Type:</b> Beginning Balanc		<b>By:</b> jbarrett				
Public Safety				0.00	600.00	600.00
<b>Warrant:</b> 2016-6	<b>Block/Batch:</b> 2016/6 Police	<b>Posted:</b> 08/11/2015		51.24	0.00	548.76
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
9749734585		Verizon Wireless		51.24	0.00	548.76
<b>Warrant:</b> 2016-12	<b>Block/Batch:</b> 2016/12 Police	<b>Posted:</b> 09/22/2015		78.99	0.00	469.77
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
9751385329		Verizon Wireless		78.99	0.00	469.77
<b>Warrant:</b> 2016-15	<b>Block/Batch:</b> 2016/15 Police	<b>Posted:</b> 10/13/2015		111.49	0.00	358.28
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
9753029775		Verizon Wireless		111.49	0.00	358.28
<b>Warrant:</b> 2016-20	<b>Block/Batch:</b> 2016/20 Police	<b>Posted:</b> 11/17/2015		260.46	0.00	97.82
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
9754671904		Verizon Wireless		260.46	0.00	97.82
<b>Warrant:</b> 2016-23	<b>Block/Batch:</b> 2016/23 Police	<b>Posted:</b> 12/15/2015		97.49	0.00	0.33
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
9756308623		Verizon Wireless		97.49	0.00	0.33
<b>Warrant:</b> 2016-27	<b>Block/Batch:</b> 2016/27 Police	<b>Posted:</b> 01/19/2016		70.74	0.00	-70.41
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
9757952673		Verizon Wireless		70.74	0.00	-70.41
<b>Account:</b> 001-292-5599-0000	ACO Dog & Cat Supplies	<b>Summary:</b>	0.00	0.00	500.00	500.00
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2015		0.00	500.00	500.00
<b>Tran. Type:</b> Beginning Balanc		<b>By:</b> jbarrett				
Public Safety				0.00	500.00	500.00
<b>Account:</b> 001-292-5711-0000	ACO Dog & Cat Travel	<b>Summary:</b>	0.00	1,607.43	1,000.00	-607.43
	<b>Block/Batch:</b>	<b>Posted:</b> 07/01/2015		0.00	1,000.00	1,000.00
<b>Tran. Type:</b> Beginning Balanc		<b>By:</b> jbarrett				
Public Safety				0.00	1,000.00	1,000.00
<b>Warrant:</b> 2016-2	<b>Block/Batch:</b> 2016/2 Misc	<b>Posted:</b> 07/14/2015		86.66	0.00	913.34
<b>Tran. Type:</b> Payable		<b>By:</b> jbarrett				
Reimb Mileage		Tower%Phyllis		45.93	0.00	954.07
Reimb Mileage		Tower%Phyllis		40.73	0.00	913.34
<b>Warrant:</b> 2016-4	<b>Block/Batch:</b> 2016/4 Police	<b>Posted:</b> 07/28/2015		108.06	0.00	805.28

## Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 001-292-5711-0000	ACO Dog & Cat Travel	<i>Summary:</i>	0.00	1,607.43	1,000.00	-607.43
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		10.42	0.00	902.92
Reimb Mileage		Tower%Phyllis		48.82	0.00	854.10
Reimb Mileage		Tower%Phyllis		48.82	0.00	805.28
Warrant: 2016-5	Block/Batch: 2016/5 Police	Posted: 08/04/2015		45.93	0.00	759.35
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		45.93	0.00	759.35
Warrant: 2016-6	Block/Batch: 2016/6 Police	Posted: 08/11/2015		49.18	0.00	710.17
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		49.18	0.00	710.17
Warrant: 2016-9	Block/Batch: 2016/9 Police	Posted: 09/01/2015		50.10	0.00	660.07
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		50.10	0.00	660.07
Warrant: 2016-10	Block/Batch: 2016/10 Police	Posted: 09/08/2015		124.80	0.00	535.27
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		55.49	0.00	604.58
Reimb Mileage		Tower%Phyllis		69.31	0.00	535.27
Warrant: 2016-12	Block/Batch: 2016/12 Police	Posted: 09/22/2015		171.93	0.00	363.34
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		64.75	0.00	470.52
Reimb Mileage		Tower%Phyllis		58.37	0.00	412.15
Reimb Mileage		Tower%Phyllis		48.81	0.00	363.34
Warrant: 2016-13	Block/Batch: 2016/13 Police	Posted: 09/29/2015		32.75	0.00	330.59
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		32.75	0.00	330.59
Warrant: 2016-15	Block/Batch: 2016/15 Police	Posted: 10/13/2015		54.98	0.00	275.61
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		54.98	0.00	275.61
Warrant: 2016-17	Block/Batch: 2016/17 Police	Posted: 10/27/2015		170.74	0.00	104.87
Tran. Type: Payable		By: jbarrett				
Reimburse Mileag		Tower%Phyllis		58.01	0.00	217.60
Reimburse Mileag		Tower%Phyllis		58.89	0.00	158.71
Reimburse Mileag		Tower%Phyllis		53.84	0.00	104.87
Warrant: 2016-18	Block/Batch: 2016/18 Police	Posted: 11/03/2015		51.58	0.00	53.29
Tran. Type: Payable		By: jbarrett				
Reimb Mileage		Tower%Phyllis		51.58	0.00	53.29

## Ledger History - Detail - Expenditure Ledger

Account:	Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
001-292-5711-0000		ACO Dog & Cat Travel	<i>Summary:</i>	0.00	1,607.43	1,000.00	-607.43
Warrant:	2016-20	Block/Batch: 2016/20 Police	Posted: 11/17/2015		103.58	0.00	-50.29
Tran. Type:	Payable		By: jbarrett				
	Mileage Reimb		Tower%Phyllis		50.12	0.00	3.17
	Mileage Reimb		Tower%Phyllis		53.46	0.00	-50.29
Warrant:	2016-21	Block/Batch: 2016/21 Police	Posted: 11/24/2015		51.79	0.00	-102.08
Tran. Type:	Payable		By: jbarrett				
	Reimb Mileage		Tower%Phyllis		51.79	0.00	-102.08
Warrant:	2016-22	Block/Batch: 2016/22 Police	Posted: 12/08/2015		159.42	0.00	-261.50
Tran. Type:	Payable		By: jbarrett				
	Reimb Mileage		Tower%Phyllis		56.26	0.00	-158.34
	Reimb Mileage		Tower%Phyllis		37.97	0.00	-196.31
	Reimb Mileage		Tower%Phyllis		65.19	0.00	-261.50
Warrant:	2016-24	Block/Batch: 2016/24 Police	Posted: 12/22/2015		64.10	0.00	-325.60
Tran. Type:	Payable		By: jbarrett				
	Mileage		Tower%Phyllis		64.10	0.00	-325.60
Warrant:	2016-26	Block/Batch: 2016/26 Police	Posted: 01/12/2016		53.06	0.00	-378.66
Tran. Type:	Payable		By: jbarrett				
	Reimb Mileage		Tower%Phyllis		53.06	0.00	-378.66
Warrant:	2016-27	Block/Batch: 2016/27 Police	Posted: 01/19/2016		139.27	0.00	-517.93
Tran. Type:	Payable		By: jbarrett				
	Reimb Mileage		Tower%Phyllis		39.99	0.00	-418.65
	Reimb Mileage		Tower%Phyllis		43.13	0.00	-461.78
	Reimb Mileage		Tower%Phyllis		56.15	0.00	-517.93
Warrant:	2016-29	Block/Batch: 2016/29 Police	Posted: 02/02/2016		89.50	0.00	-607.43
Tran. Type:	Payable		By: jbarrett				
	Reimb Mileage		Tower%Phyllis		43.13	0.00	-561.06
	Reimb Mileage		Tower%Phyllis		46.37	0.00	-607.43
5 Account(s) totaling:				0.00	2,856.59	2,850.00	-6.59

# Town of Boxborough

## Warrant Detail - Pending

Warrant: 2016-31

Post Date: 2/16/2016

Ledger	Account Number	Account Name	Invoice	Invoice Date	Voucher	Check	Check Date	Check Status	Amount
Exp	001-215-5341-0000	Dispatch Telephone							174.92
	Payee: PD 781492211-2-2	Verizon Wireless							51.24
	2016 / 31 Police	9759581608						Open	51.24
Exp	001-291-5341-0000	Animal Control Telephone							40.72
	Payee: PD 781492211-2-2	Verizon Wireless							40.72
	2016 / 31 Police	9759581608						Open	40.72
Exp	001-292-5270-0000	ACO Dog & Cat Rental of Facilities							50.00
	Payee: 1487-1	Ridge Hill Realty Co.							50.00
	2016 / 31 Police	Feb 2016						Open	50.00
Exp	001-292-5341-0000	ACO Dog & Cat Telephone							83.49
	Payee: PD 781492211-2-2	Verizon Wireless							83.49
	2016 / 31 Police	9759581608						Open	83.49
Exp	001-292-5711-0000	ACO Dog & Cat Travel							95.11
	Payee: 1575-1	Tower%Phyllis							95.11
	2016 / 31 Police	Reimb Mileage						Open	46.15
	2016 / 31 Police	Reimb Mileage						Open	48.96
Exp	001-610-5210-0000	Library Electricity							1,144.49
	Payee: LIB 11280100-1	LELD							1,144.49
	2016 / 31 Library	11280100 Jan 16						Open	1,134.88
	2016 / 31 Library	11280200 Jan 16						Open	9.61
Exp	001-610-5212-0000	Library Heating							988.65
	Payee: LIB 48114-10011-1	National Grid -LIB							988.65
	2016 / 31 Library	48114-10011 Jan 16						Open	988.65
Exp	001-610-5244-0000	Library Bldg/Ground Maint Svc							98.58
	Payee: Lib Lease-1	Ricoh USA Inc.							98.58
	2016 / 31 Library	96101794						Open	98.58
Exp	001-610-5305-0000	Library Software Support							372.52
	Payee: 32425-1	Interactive Sciences Inc.							372.52
	2016 / 31 Library	2016-6846-1						Open	372.52

## Jennifer Barrett

---

**From:** Jennifer Barrett <jbarrett@boxborough-ma.gov>  
**Sent:** Monday, February 01, 2016 3:14 PM  
**To:** 'WRyder@Boxborough-MA.Gov'  
**Cc:** 'Selina Shaw'  
**Subject:** ACO Mileage Budget Overdrawn

We have hit that mark, would you like to do an RFT now or later?

*-Jennifer Barrett*  
Town Accountant  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719  
978-264-1716  
Fax 978-264-3127

***Boxborough: A Rural, Engaged Community for All***

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When writing or responding, please be aware that the Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential. If you have received this communication in error, please notify me immediately by replying to this message. Thank you.

*Please consider the environment before printing this email*





# Reserve Fund Transfer Request

Date: February 17, 2016

It is requested by the undersigned that the sum of \$ 2903.00 be transferred from the Reserve Fund to:

UMAS Acct. # 001 691 5241 0000

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

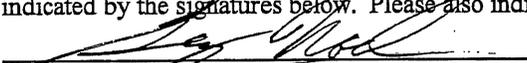
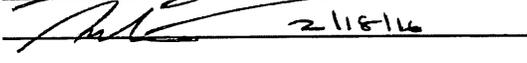
Description (e.g. Selectmen's expenses) Hist. Comm Bldg/Grounds Maintenance

The balance in the line item as of February 17, 2016 (Date) is \$ 500.00. An amount of \$ 500.00 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

This request is being made now as the hot water tank had to be drained due to deterioration of tank and possible flooding. The sink must be changed as it has broken waste pipes and the sink is wall hung and pulling off wall. Additionally, we would need a place to install on demand hot water unit under vanity sink. The water closet has a crack on the side of the bowl that has been repaired and is not operating properly. This is just a matter time before this could incur extensive water damage.

This reserve fund transfer will provide the museum with a new water closet, sink, vanity, on-demand hot water. The existing hot water tank will be removed and capped. The on-demand unit will supply hot water to bathroom sink only. A 10% allowance has been added for additional expense, due to possible toilet flange replacement.

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

	(Signature)	<u>Buildings Commissioner</u>	(Title)
	(Signature)	<u>Town Administrator</u>	(Title)
<u>2/18/16</u>	(Signature)		(Title)
	(Signature)		(Title)

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

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

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

Filter by: Segment 1: 001  
Segment 2: 691

Parameters: Fiscal Year: 2016 Start Date: 7/1/2015 end: 6/30/2016

## Ledger History - Variance - Expenditure Ledger

Account Number	Budget	Transfer:	Allocated	Journal Entry:	Receipt:	Payment:	Ending	% Var.
	Encumbered	This Period		This Period	This Period	This Period		
		To Date		To Date	To Date	To Date		
001-691-5210-0000	700.00	0.00		0.00	0.00	-263.33		
Hist Comm Electricity	0.00	0.00	700.00	0.00	0.00	-263.33	436.67	37.62
001-691-5212-0000	2,500.00	0.00		0.00	0.00	-658.61		
Hist Comm Heating	0.00	0.00	2,500.00	0.00	0.00	-658.61	1,841.39	26.34
001-691-5241-0000	500.00	0.00		0.00	0.00	0.00		
Hist Comm Bldg/Grounds Maint	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
001-691-5799-0000	345.00	0.00		0.00	0.00	0.00		
Hist Comm Other Expense	0.00	0.00	345.00	0.00	0.00	0.00	345.00	0.00
	4,045.00	0.00		0.00	0.00	-921.94		
4 Account(s) totaling:	0.00	0.00	4,045.00	0.00	0.00	-921.94	3,123.06	22.79

**MUSEUM**

Muirfield Mechanical submitted a quote for the replacement of toilet, sink and hot water tank. The hot water tank will be removed, capped and one on-demand hot water unit will be installed under the new vanity sink. This on-demand heating unit will require electrical in order to function. Note that bid has addressed prevailing rate and I will further by confirming prevailing rate and send proper documentation to contractor.

We received an electrical quote from "The Castle Company," for the work required to bring power to the on-demand water heating unit. **\$ 465.00**

I have requesting a reserve fund transfer for this project. **Subtotal \$2639.00**

Requesting an additional ten percent due to the unknown factors as when the plumber removes the toilet, there could be damage to the toilet flange and could possibly require replacement. **Total Amount \$ 2903.00**



# The CASTLE COMPANY

PO BOX 1534  
Littleton, MA 01460  
(978)337-6541 fax (978)537-2055

Invoice No. 132016

## PROPOSAL

### Customer

Name Town Of Boxborough  
Address 29 Middle Rd.  
City Boxborough, State MA ZIP 01719  
Phone 978-264-1725

Date \_\_\_\_\_  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	Quote for the wiring of a 20 amp point of use hot water heater to be installed in the 1st floor bathroom in the Boxborough museum. The snaking in of a 20 amp separate circuit. The installation of a 20 amp GFI outlet. The installation of a 20 amp single pole Square D breaker.  Permit-\$80.00		
		Subtotal	\$0.00
		<b>TOTAL</b>	<b>\$465.00</b>

**Muirfield Mechanical Services, LLC**

Mechanical Contractors

80 Littlefield Road  
Boxborough, MA 01719  
(978)263-7130  
FAX (978)264-4913

December 16, 2011

Gerry Noel  
Inspector of Buildings  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

Dear Sir,

As per our conversation and your faxed estimate request, we are pleased to provide a quote to replace existing electric water heater with a new gas fired tank-less type. This proposal has been priced at a prevailing wage rate and includes the following;

**Plumbing Modification: Town Museum 575 Middle Road**

- Disconnect and dispose of existing electric water heater cap gas & water
- Furnish & Install point of use electric water heater under vanity
- F&I (1) 24" wide vanity with (2) doors white with molded sink top
- (1) lavatory 4" center set faucet new stops and trap
- (1) Kohler tank type floor set water closet ADA height
- New stop, wax seal and J bolts (existing flange to remain)
- Prevailing wage
- No sales Tax

This for a cost of \$2,100

Not included: Ma Sales Tax, fire watch, electrical, carpentry

Any questions or concerns please do hesitate to contact me by phone or email

Jason Michaels  
*Jason Michaels*  
Project Manager  
Muirfield Mechanical

Any questions or concerns please do not hesitate to contact me  
[jmichaels@muirfieldmechanical.com](mailto:jmichaels@muirfieldmechanical.com)



**MEMO**

22  
**Central Mass.  
Mosquito Control  
Project**

[www.cmmcp.org](http://www.cmmcp.org)



TO: CMMCP member Boards of Health  
FROM: Timothy Deschamps, Executive Director  
RE: Form SRB-3  
DATE: January 27, 2016

Received  
1-29-2016

Once again I am seeking your help with fulfilling the budget policy the State Reclamation & Mosquito Control Board has mandated for us by asking you to bring Form SRB-3 (enclosed) to the Mayor/Selectmen, City/Town Administrator or City/Town Manager's office for review and signature. Under this policy another person can be designated to sign this form.

The State has asked for these forms to be submitted by April 15. I would appreciate your help in completing this process. If you have any questions please call (508) 393-3055 or e-mail me at [deschamps@cmmcp.org](mailto:deschamps@cmmcp.org). Thank you for your help.

Form SRB-3 enclosed with a SASE

*Please send to  
Board of Selectmen  
to include in the  
budget*

*DOH*

**District Name: CENTRAL MASS. MOSQUITO CONTROL PROJECT**  
**FY2017 Proposed Cherry Sheet Assessments Estimates**  
**Based on the preliminary proposed District budget**  
**(2016 Equalized Valuations)**

Name of Municipality	% of Total Budget	District Share Amount*	State Reclamation & Mosquito Control Board Share Amount*	Total Assessment Estimate*
ACTON	3.05%	\$66,229	\$2,224	\$68,454
ASHLAND	1.86%	\$40,491	\$1,360	\$41,851
AUBURN	2.09%	\$45,305	\$1,522	\$46,827
AYER	1.19%	\$25,894	\$870	\$26,763
BERLIN	1.48%	\$32,093	\$1,078	\$33,170
BILLERICA	4.09%	\$88,907	\$2,986	\$91,893
BLACKSTONE	1.35%	\$29,214	\$981	\$30,195
BOXBOROUGH	1.33%	\$28,840	\$969	\$29,808
BOYLSTON	1.82%	\$39,587	\$1,330	\$40,917
CHELMSFORD	3.55%	\$77,034	\$2,587	\$79,622
CLINTON	0.86%	\$18,760	\$630	\$19,390
DRACUT	2.91%	\$63,150	\$2,121	\$65,271
FITCHBURG	3.44%	\$74,663	\$2,508	\$77,171
GARDNER	2.61%	\$56,614	\$1,901	\$58,515
HOLLISTON	2.47%	\$53,701	\$1,804	\$55,505
HOPEDALE	0.70%	\$15,165	\$509	\$15,675
HOPKINTON	3.54%	\$76,876	\$2,582	\$79,458
HUDSON	1.76%	\$38,150	\$1,281	\$39,432
LANCASTER	3.09%	\$67,090	\$2,253	\$69,344
LEOMINSTER	3.82%	\$83,016	\$2,788	\$85,804
LITTLETON	2.11%	\$45,857	\$1,540	\$47,398
LOWELL	3.08%	\$66,970	\$2,249	\$69,219
LUNENBURG	3.04%	\$66,087	\$2,220	\$68,307
MARLBOROUGH	3.37%	\$73,115	\$2,456	\$75,571
MILFORD	2.25%	\$48,873	\$1,641	\$50,514
MILLBURY	1.98%	\$42,977	\$1,443	\$44,420
MILLVILLE	0.58%	\$12,505	\$420	\$12,925
NATICK	3.32%	\$72,166	\$2,424	\$74,590
NORTHBOROUGH	2.60%	\$56,435	\$1,895	\$58,331
NORTHBRIDGE	2.16%	\$46,843	\$1,573	\$48,417
SHERBORN	1.95%	\$42,326	\$1,422	\$43,748
SHREWSBURY	3.41%	\$74,024	\$2,486	\$76,511
SOUTHBOROUGH	2.04%	\$44,392	\$1,491	\$45,883
STOW	2.14%	\$46,451	\$1,560	\$48,012
STURBRIDGE	4.17%	\$90,631	\$3,044	\$93,675
TEWKSBURY	3.16%	\$68,549	\$2,302	\$70,851
WEBSTER	1.66%	\$36,031	\$1,210	\$37,241
WESTBOROUGH	3.01%	\$65,398	\$2,197	\$67,595
WESTFORD	4.22%	\$91,584	\$3,076	\$94,660
WILMINGTON	2.73%	\$59,312	\$1,992	\$61,304
TOTALS	100.00%	\$2,171,305	\$72,927	\$2,244,233

#  
#  
#

State Reclamation and Mosquito Control Board  
Budget Notification & Compliance Certification Policy

**DECLARATION OF SUPPORT OR NO SUPPORT OF MOSQUITO CONTROL FUNDING FOR FY 2017**

**Declaration**

I, \_\_\_\_\_ the chief executive officer of Town/City of \_\_\_\_\_  
(Print Name/ and Sign Name) (Please Print)

hereby designate \_\_\_\_\_ to sign this declaration.  
(Print Name)

(Please check applicable box below)

- Support
- Do Not Support

the preliminary mosquito control budget proposed and this municipality's estimated proportionate share thereof, expressed both as a percentage and as a dollar amount as provided to this municipality in compliance with the State Reclamation and Mosquito Control Board Budget Notification and Compliance Certification Policy.

Name: \_\_\_\_\_  
(Please Print)

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

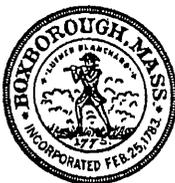
Position: \_\_\_\_\_

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

Both a copy and the original declaration should be submitted to the district who will forward all member communities' declarations to the State Reclamation and Mosquito Control Board **no later than April 15<sup>th</sup>**



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**Internal Communications and Outgoing Communications  
For February 22, 2016**

1. Copy of a letter from Mass. [Dept. of Public Safety] Building Official Certification Comm., Prog. Coord., Kimberly Spencer, dated February 5, 2016, to BICAO Gerard Noel acknowledging receipt of his *New Employee Report Form* along with the Town's announcement of appointment as Insp. of Bldgs.
2. Email communication from John Fallon dated February 12, 2016, to TA Shaw regarding the 1<sup>st</sup> Meeting of the Phase II Working Group of the ABRSD Capital Study along with the ABRSD Supt. Brand's "District Capital Committee – Phase II (1/27/16) memorandum. \*
3. Planning Board's Application Review Request regarding an Application of Michael Tapply for a Special Permit for an alteration to a preexisting nonconforming structure to add a rear porch to the property located at 667 Depot Road.
4. Communications from xfinity [Comcast]:
  - a. From Dir. of Gov't & Regulatory Affairs, Gerald Buckley, dated February 11, 2016, to TA Shaw advising that their Sr. Mgr. Ben Pearlman has left Comcast and provided contact information for the new Mgr. of Gov't & Regulatory Affairs, Michael Galla, Sr.
  - b. From new Mgr. of Gov't & Regulatory Affairs, Michael Galla, Sr. dated February 12, 2016, to the Selectmen advising of Changes to XFINITY TV Service charges.
5. Email communication, and PEG Grant Report 4<sup>th</sup> Quarter 2015, regarding their 4<sup>th</sup> Quarter PEG payment of \$15,447.575 from Viola Baboola, Verizon New England, Inc., dated February 15, 2016, to Town Administrator Selina Shaw.
6. Letter from Owner of AlphaCars, Dmitry Bykhovsky, received February 8, 2016, to the Selectmen commending the Boxborough Police Dept. and specifically Sgt. Pelley for their work on the hit & run incident of November 1<sup>st</sup> and the resulting apprehension of the driver. \*
7. Letter from The Conway School's Community Projects Coord., Kristin Thomas, dated February 10, 2016, TA Shaw as a general follow up on the project presentation provided to the Town [Steele Farm]

Selina Shaw

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**From:** John Fallon <johnfallon@verizon.net>  
**Sent:** Friday, February 12, 2016 5:00 PM  
**To:** Selina shaw  
**Subject:** First meeting: Phase II Working Group of the ABRSD Capital Study  
**Attachments:** Capital Study Draft Phase II Committees V3.docx

As you requested, yesterday afternoon I attended the first meeting of the ABRSD Capital Study Phase II Working Group as Boxborough's community representative.

The memo you sent me (attached) is a pretty good overview of the process.

Phase II is about a "visioning study".

The Working Group will serve as the school district's "manager" of this phase.

There will also be a much larger "Visioning Team" (see below).

**Working Group:**

- a) The Working Group will meet every other Thursday morning for the next 8 months which I can fit in my schedule.
- b) Given the "visioning" charge of this Group it will produce nothing that will come before the Boxborough Town Meeting and thus does not represent a conflict for me. (Any formal project would be produced by a Building Committee on which I will not serve.)
- c) Since I had been Boxborough's representative on the JHS and SHS building Committees for a total of 8 years and also spent a year on the Blanchard Building Committee I am familiar with the "visioning" process.

**Visioning Team:**

- a) This much larger group will have three whole day meetings March 18, April 28 and September 14 (latter date is a change from the attached memo).
- b) In addition to 6 people from the Blanchard School there will be 2 or 3 community representatives from Boxborough. (The attached memo says 2; the figure of 3 was mentioned at the meeting.) I will be one of these people as a member of the Working Group. Thus you (or some else) may be asked to provide 1 or 2 more names.

My intention is to provide you/BOS with e-mail updates as appropriate going forward. I would be happy to come to a BOS meeting when/if requested.

John



This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

**Office of the Superintendent**  
**Acton-Boxborough Regional School District**  
**16 Charter Road**  
**Acton, MA 01720**  
**www.abschools.org**

**To: Acton-Boxborough Regional School Committee Members**  
**From: Glenn Brand**  
**Date: January 27, 2016**  
**Re: District Capital Study Phase II**

As we embark upon the second and final phase of our capital study that will ultimately culminate in a district master plan in the fall of 2016, I want to bring to your attention two related and necessary collaborative groups that will support this second phase of the study.

I provide this information to both make you aware of these groups and for the purpose of gathering any feedback or suggestions that you might provide.

Following the discussion at your meeting on February 4<sup>th</sup>, I plan to reach out to our school and wider communities in an effort to gather volunteers to participate in both groups.

**OVERVIEW OF THE CAPITAL STUDY PROCESS**

This entire capital study has been divided into two phases. The following provides an overview of the two parts of the study:

*Phase I* – this part of the study began in July, 2015 and culminated in December, 2015. Within the district, we have used the term, *The Existing Conditions Study*, to identify the report associated with this first phase. Specifically, this phase of the work and the resulting study focuses on completing a district-wide site and building assessment.

*Phase II* – this part of the study will begin in February 2016 and culminate with a finished report in November, 2016. This phase of the work will focus on completing a district-wide educational visioning study for the district.

*District Master Plan* – phase one and two combined will help create a district-wide master plan that will help guide the district's future infrastructure plans. Specifically, the master plan will establish recommendations for future building repair, renovation and/or new construction projects.

**PHASE II WORKING GROUP**

***Overview:***

The firm Dore & Whittier, the consultant group overseeing the second phase of the capital study, has recommended that our district establish a Working Group that will assist in

guiding the second part of our capital study. Working alongside the consultants, this group will help support the completion of the second and final phase of the overall study.

***i) Composition:***

Our consultant recommends that the Working Group be 12 to 15 members comprised of representatives from the administration, school committee and the two towns to ensure balanced representation.

I am recommending that the Working Group consist of the following:

- Superintendent of Schools
- Deputy Superintendent
- Assistant Superintendent for Teaching and Learning
- Director of Facilities and Transportation
- Director of Community Education
- High School Assistant Principal
- Junior High School Principal
- Elementary Principal (1)
- 2 Town Representative (one from each town)
- 2 School Committee Members (one from each town)

Total: 12 Members

***ii) Meeting Frequency:***

The Working Group will meet approximately every other week throughout the course of the study. Meetings will last approximately 90 minutes. Remote participation through a virtual meeting arrangement will be possible.

Tentative meeting dates include:

<b><i>Month</i></b>	<b><i>Date</i></b>
February	11; 25
March	10; 24
April	7
May	5; 19
June	2; 30
July	28
August	11; 25
September	8; 22
October	6; 20

***iii) Charge of the Working Group:***

The Working Group will serve as the school district's "managers" of the second phase of the study.

The group will provide feedback to the consultant firm regarding recommendations around how to interpret the outcomes of the visioning workshops (see below) and which emerging

options hold more or less value for the district. The group does not make any specific long-term decisions around the final school building options or what the district's master plan does or does not include, but rather serves to help oversee the process.

**PHASE II VISIONING TEAM**

***i) Composition***

The Visioning Team is intended to represent a cross section of community members, students, staff and administration. Our consultant recommends that the team should be between 70 and 80 in size and allow for broad representation across all stakeholders. As a result, I am recommending the following:

<i>Elementary School Representatives</i>	Building Administrator (1) Faculty (2) Support Staff (1) Parent/Guardians (2)	(6 Representatives x 6 Schools)  36
<i>Pre-School Representatives</i>	Administrator (1) Faculty (1)	2
<i>Jr. High School Representatives</i>	Building Administrator (2) Faculty (2) Support Staff (1) Parent/Guardians (2) Student Representatives (2)	9
<i>High School Representatives</i>	Building Administrator (2) Faculty (2) Support Staff (1) Parent/Guardians (2) Student Representatives (4)	11
<i>Acton Community Members</i>	i.e. Town Leaders; Senior Citizens Etc.	3
<i>Boxborough Community Members</i>	i.e. Town Leaders; Senior Citizens Etc.	2
<i>District Administrators</i>	Cabinet (9) Other (3)	12
<i>School Committee Representatives</i>	Acton Members (2) Boxborough Members (1)	3
<b>Total</b>	<b>ABRSD Employees (48)</b> <b>Parents/Guardians (16)</b> <b>Students from Grades 7-12 (6)</b> <b>Community Members (5)</b> <b>School Committee (3)</b>	<b>78 members</b>

***ii) Meeting Dates***

There are three (3) visioning team meetings that will take place between March and September, 2016. These will be full day sessions held between the hours of 9:00 a.m. and 3:00 p.m. on:

*March 18*  
*April 28*  
*September 15*

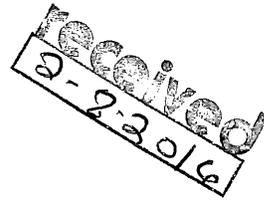
***iii) Charge of the Team***

Throughout the three (3) full-day workshop sessions, the team will provide feedback and insight that allows our consultants to synthesize a long-term “vision” of the Acton-Boxborough Regional School District from the perspective of our stakeholders as it relates to views on educational space and building usage and design.

As a result of the team members’ input, the educational visioning process will seek to gather insight around a number of areas including community needs of our school buildings, as well as their ability to support program delivery and meet technical standards (i.e. appropriate square footage, infrastructure needs to support technology integration etc.). This vital stakeholder engagement will lead to the development of recommendations that will help inform future school building, renovation and/or repair options that the communities of Acton and Boxborough might consider in order to provide well-equipped and modern learning spaces over the next many decades.



AlphaCars



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649 Massachusetts Ave. • Boxborough • MA • 01719  
Tel: (978) 263-9000 / Fax: (978) 264-9400 / E-mail: info@alphacars.com  
www.alphacars.com

To: Boxborough Board of Selectmen

On behalf of myself and all of the staff here at AlphaCars I would like to take this opportunity to commend the Boxborough Police Department as a whole and Sergeant Brett Pelley specifically for the fine job they did in solving the hit and run accident on the 1960 Mercedes Benz 220B that took place at AlphaCars in Boxborough on the evening of November 1, 2015.

The vehicle was struck by a car that entered the property and performed a 3 point turn directly into the side of the Mercedes causing significant damage to the vehicle. The car then exited the parking lot. The incident was captured on closed circuit cameras which aided in the identification of the hit and run vehicle.

The Boxborough Police Department handled the investigation from start to finish in a thorough and professional manner which resulted in the apprehension of the hit and run driver.

Thank you for a job well done.

Best Regards,



Dmitry Bykhovsky  
Owner AlphaCars

CC: Boxborough Police Department



86



**Minutes, Notices and Updates  
For February 22, 2016**

**Minutes**

1. Conservation Commission minutes for the meeting held January 20, 2016
2. Vocational Education Advisory Committee minutes for the meeting held February 1, 2016

**Notices**

1. Notice of ABR School District related meetings:
  - a. ABRSC Outreach Subcommittee meeting held February 12, 2016
  - b. ABRSC Negotiations Subcommittee Executive Session to be held February 25, 2016
  - c. Acton-Boxborough Health Insurance Trust meeting to be held February 26, 2016
2. Notice of a Public Celebrations & Ceremonies Committee meeting held February 17, 2016
3. Notice of Vocational Education Advisory Committee meeting held February 18, 2016
4. Notice of a Personnel Board meeting to be held February 23, 2016
5. Notice of a Steele Farm Advisory Committee meeting to be held February 23, 2016
6. Legal Notice from the Conservation Commission for a Public Hearing held February 17, 2016 to consider a Notice of Intent filed by AECOM on behalf of MassDOT for the work on State Route 111, for the proposed replacement and/or extension of 3 stone box culverts under Mass Ave./Rte. 111, including grading, guardrail replacement, full depth pavement construction, wetland replication, compensatory flood storage, and other miscellaneous work.
7. Legal Notice from the Board of Appeals for a Public Hearing to be held March 15, 2016 to consider an application received from the Katherine & Michael Tapply requesting a Special Permit to alter a pre-existing, non-conforming structure with the addition of a rear porch at the property located at 667 Depot Road.

8c



**General Correspondence**  
**February 22, 2016**

1. Winter 2016 Baystate Roads Program's Newsletter, *m<sup>3</sup> Quarterly* (fka *Mass Interchange*).