



## **BOXFORD SELECT BOARD**

**Monday, April 10, 2023**

**Town Hall 7A Spofford Road**

**Meeting Room 1**

**Remote option through Zoom:**

<https://us02web.zoom.us/j/8157412201?pwd=WFIUWU1PS1c2NGNuZUJ3TERNbWpRQT09>

**This meeting is audio and video recorded**

**6:00 PM Call to Order**

**6:05 PM Announcements**

**6:10 PM Meeting with Community Preservation Committee**

- Discussion on CPC Warrant Articles
- Any other business to come before the CPC and the Select Board not anticipated at the time of this posting.

**6:30 PM Meeting with Board of Health**

- Discussion on new trash contract and automated collection
- Any other business to come before the Board of Health and the Select Board not anticipated at the time of this posting.

**7:00 PM Meeting with Treasurer/ Collector Ellen Guerin**

- Discussion on Essex Regional Retirement request for one-time COLA adjustment
- Discussion on Interim Investment Report, February 28, 2023
- Any other business to come before the Town Treasurer/ Collector and the Select Board not anticipated at the time of this posting.

**7:15 PM Meeting with Boxford Representatives, Masco Regional School Committee**

- Discussion on turf fields design Warrant Article
- Any other business to come before the Masco School Committee and the Select Board not anticipated at the time of this posting.

**7:30 PM Discussion on Town Meeting and Town Election**

- Consider May 9, 2023 Town Meeting Warrant Articles
- Consider May 16, 2023 Town Election ballot questions

**8:15 PM Report of the Town Administrator**

- Consider approval of 1-day Alcohol Distribution Permit on Town Property for 10 Elm Foundation
- Consider execution of a Memorandum of Agreement with Boxford Professional Fire Fighters Union IAFF Local 5305
- Consider voting to designate the Morin Cameron Group as a Special Municipal Employee
- Consider approval of health insurance rates for FY24
- Consider nomination of Animal Inspectors
- Update on Regional Agreement for Animal Control/ Inspector
- Any other business to come before the Town Administrator and the Board not anticipated at the time of this posting

**8:45 PM Routines**

- Correspondence
- Appointments
- Approval of Minutes
- School and Non-School Warrants

**8:55 PM Any other business to come before the Board**

**9:00 PM Executive Session**

- To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares; Five statewide opioid settlements - CVS, Walgreens, Walmart, Teva, and Allergan

**Adjourn**

**Next Meeting – April 24, 2023**

## New Call to Order

I call this meeting to order and inform all that this meeting is being video and audio recorded.

Pursuant to Chapter 2 of the Acts of 2023, this meeting will be conducted via remote hybrid means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting via virtual means in addition to in person through the remote participation link provided on this meeting's posting on the Town's website calendar. The website calendar also lists the specific ID number required for virtual attendance via Zoom along with phone numbers to dial into the meeting.

Additionally, the public is able to: Listen to and/or view this meeting via BCATv on FIOS channel #39 or Comcast Channel #22 or through the BCATv website; OR Participate in the meeting virtually.

Members please be aware that, if at least one member attends the meeting remotely, all votes must be roll call votes.

# Boxford

Presented by the Boxford Village Garden Club  
and the Boxford Recycling Committee

# EARTH DAY

## Help Eliminate Litter Program

Saturday 11 - 3 pm

April 29, 2023

Collect litter around town

Drop off at the

**Recycling Center**

behind the **Town Hall**

Receive a free

**Benson's ice cream  
sundae!**

**Visit our exhibitors:**

- \* fun crafts \* beekeeping \*
- \* conservation tips \*
- \* gardening advice \*
- \* meet the goats and more! \*



**Paper Shredding**

11:30 - 2:30 pm

1 box (1' x 1' x 2')

FREE per resident

**\*\*No household trash permitted**

Event will run rain or shine

# ANNUAL TOWN MEETING AND ELECTION

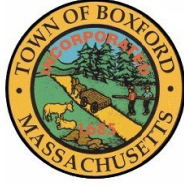


Boxford's Annual Town Meeting will take place on May 9, 2023 at 7pm in the Masconomet Auditorium, 20 Endicott Road.

The Annual Town Election will occur on May 16 at Town Hall, 7A Spofford Road from 7am until 8pm.

The last day to register to vote (if you are not already registered) is April 30.

Registration may be accomplished online by going to online to the Secretary of the State's webpage at [www.sec.state.ma.us](http://www.sec.state.ma.us) or in person at the Town Clerk's office in Town Hall.



**TOWN OF BOXFORD**  
**Office of the Town Administrator**  
7A Spofford Road  
Boxford, MA 01921

**DATE:** April 4, 2023

**TO:** Finance Committee and Select Board

**FROM:** Brendan Sweeney, Assistant Town Administrator

**RE: Summary of Process and Contract Extension Negotiations with Waste Management**

In the Summer of 2022, the Waste Stream Task Force (WSTF) was convened on behalf of the Board of Health (BOH) to review the Town's expiring five-year contract with Waste Management and make recommendations to the BOH regarding how best to proceed. The WSTF was made up by representatives of the BOH, Finance Committee, Recycling Committee, and Town Administrator's office.

After extensive discussion, internally, with Waste Management's representatives, and with outside experts from the Massachusetts Department of Environmental Protection (MassDEP) **the WSTF recommended that the Town extend the curbside collection contract with Waste Management, but shift from the current manual collection method to an automated collection method**. The BOH ultimately agreed with the WSTF and voted to do so. Some other **key aspects of the BOH votes on the matter were:**

- Issuing one standard 64-gallon trash container and one standard 64-gallon recycling container to all participating households in Boxford free of charge;
- Allowing households to purchase multiple 64-gallon trash containers, in addition to the first free container, at a cost of \$52/container with a \$120 annual usage fee for each subsequent container purchased;
- Allowing for up to two "overflow" trash bags (bags in excess of the amount stored in the 64-gallon container) in any given week to be placed on the curb for collection, so long as the bags are affixed with a Town-issued sticker. The price of the sticker was set by the BOH at \$6;

The estimated financial impact of the proposal is modeled in the table on the next page. It is worth noting that the estimated additional per ton costs for refuse collection and recycling are based off of FY22 actuals. For recycling in particular, the price of commodities has risen in FY23 to the point that recycling costs may end up being significantly greater than those modeled, a trend which I am monitoring carefully and will update both the FINCOM and Select Board on accordingly.

	Base Rate	Estimated Additional Cost for Per Ton Refuse Collection	Estimated Recycling Costs	TOTAL	% Increase vs. Prior Year
FY23 (Current Contract)	\$543,185.43	\$176,849.01	\$8,871.27	<b>\$728,905.71</b>	N/A
FY24 (New Contract)	\$576,000.00	\$182,615.82	\$10,986.34	<b>\$769,602.17</b>	6%
FY25	\$601,920.00	\$190,843.15	\$11,425.80	<b>\$804,188.94</b>	4%
FY26	\$629,006.00	\$199,435.70	\$11,883.16	<b>\$840,324.86</b>	4%
FY27	\$666,740.00	\$211,411.45	\$12,358.42	<b>\$890,509.87</b>	6%
FY28	\$713,418.00	\$226,212.95	\$12,852.40	<b>\$952,483.34</b>	7%

**Moving from a manual to an automated collection method means that the Town must make an up-front capital investment to purchase the standardized containers required for Waste Management’s trucks.** Cascade is the vendor that Waste Management partners with for these containers. **The cost to the Town to procure the number of containers necessary will be between \$300 K - \$320 K**, depending on the number of containers that the Town ultimately needs to purchase to accommodate the number of participating households. As mentioned above, households have the option to purchase multiple containers, but must pay an up-front cost for the container, as well as an annual service fee.

Cascade will deliver the barrels to residents beginning on **June 12<sup>th</sup>**; the containers will be staged at Town Hall in each morning during a period of 6 days and will be delivered to households the same day that they are initially dropped off at Town Hall. Waste Management has offered to work with the Town to arrange for a third party to collect existing plastic and metal trash and recycling barrels that residents no longer need. To do so, the third party would set up a trailer on Town property for a set period of time and residents would have the ability to drop off their barrels. These barrels would then be recycled by the third party. It will cost the Town **\$1,350** to utilize this service.

**There is grant funding available that the Town should be able to access to offset the capital cost of purchasing the containers.** Based on my understanding of the request for proposals for the Recycling Partnership’s Residential Curbside Recycling Cart Grant Program, **the Town will be eligible for anywhere between \$39 K - \$42 K in grant funding** (depending on the final number of recycling containers purchased), which will be paid to the Town on a reimbursement basis, if we ultimately receive the award. The Town Administrator’s office is planning on submitting a grant application once a contract is signed and the cart order is finalized.

Regarding **customer service improvements** in this coming contract, Waste Management will provide Boxford residents with two options to report a missed pickup. The first option is an improvement on what is already offered; Town residents can call Waste Management's 1-800 number to be connected with their call center. This approach removes Town officials from having to take these calls directly. A new, second option will be virtual communication through the Town's website. In this process, residents begin by answering a few questions, which will be reviewable by both Waste Management and the Town. The Waste Management representatives will take this information and generate a ticket to send to their dispatch team. This information will then be sent to the drivers in the field to recover any missed pickups. None of this information will be made public at any point in the process.

The Town Administrator's office is currently working with the Board of Health and Waste Management to finalize a contract for the Select Board to sign. The tentative plan is that the new contract will take effect on July 1, 2023, at the start of the new fiscal year.



**ERRS PROPOSAL TO APPROVE 5% COLA FOR FY 2023**

**FACTS FOR CONSIDERATION**

**Ellen Guerin, Treasurer/ Collector**

**April 6, 2023**

- On 12/19/22, ERRB voted (4-1) to approved 5% COLA for FY 2023. Requires ratification of 13 member units of ERRS.
- COLA is calculated on base pension of \$16,000 (which was increased from \$14,000 on 7/01/2022). 3% COLA is \$480/yr. 5% COLA is \$800/yr.
- The unfunded liability (UL) of ERRS is \$432M. The system is 60.3% funded, ranking it 81 out of 104 MA retirement systems. Like OPEB liability and funding, this is a consideration in credit rating of town debt issuances.
- Increasing the COLA base increases the UL by \$10.5M. Approving a 5% COLA will increase the UL by \$6M.
- Per attached funding schedule, the UL is on track to be fully funded in 2035 by increasing member unit contributions by 4.0-6.5% per year.
- Boxford’s annual contributions are the ERRS assessments appropriated in the town budget. Recent payments and increases are:

<b>Fiscal Year</b>	<b>Assessment</b>	<b>Increase</b>
2021	\$1,423,044	
2022	\$1,523,087	7.0%
2023	\$1,551,592	1.9%
2024	\$1,742,530	12.3%

## Section 2: Actuarial Valuation Results

### Funding schedule

(1) Fiscal Year Ended June 30	(2) Employer Normal Cost	(3) Amortization of ERI (2002) Liability	(4) Amortization of ERI (2003) Liability	(5) Amortization of Remaining Liability	(6) Actuarially Determined Contribution (ADC): (2)+(3)+(4)+(5)	(7) Total UAL at Beginning of Fiscal Year	(8) Percent Increase in ADC Over Prior Year
2023	\$9,856,270	\$10,049	\$9,333	\$34,637,093	\$44,512,745	\$432,172,282	--
2024	10,165,422	10,501	9,753	37,220,397	47,406,073	425,341,913	6.50%
2025	10,484,183	10,974	10,191	39,982,120	50,487,468	415,268,350	6.50%
2026	10,812,848	11,468	10,650	42,934,187	53,769,153	401,533,620	6.50%
2027	11,151,722	11,984	11,129	46,089,313	57,264,148	383,677,727	6.50%
2028	11,501,123	12,523	11,630	49,461,042	60,986,318	361,194,872	6.50%
2029	11,861,372	0	0	53,089,057	64,950,429	333,529,354	6.50%
2030	12,232,806	0	0	55,315,640	67,548,446	300,071,118	4.00%
2031	12,615,768	0	0	57,634,616	70,250,384	261,888,361	4.00%
2032	13,010,614	0	0	60,049,785	73,060,399	218,551,507	4.00%
2033	13,417,709	0	0	62,565,106	75,982,815	169,596,843	4.00%
2034	13,837,432	0	0	65,184,696	79,022,128	114,523,959	4.00%
2035	14,270,171	0	0	52,793,011	67,063,182	52,793,011	-15.13%
2036	14,716,326	0	0	0	14,716,326	0	-78.06%

**Notes:**

Fiscal 2023 Actuarially Determined Contribution set equal to budgeted amount

Actuarially Determined Contributions are assumed to be paid on July 1

Item (2) reflects 2.75% growth in payroll, plus an additional 0.15% adjustment to total normal cost to reflect the effects of mortality improvement due to generational mortality assumption

Projected normal cost does not reflect the impact of pension reform for future hires

Projected unfunded actuarial accrued liability does not reflect the recognition of deferred investment gains/losses

# ESSEX REGIONAL RETIREMENT SYSTEM

491 Maple Street, Suite 202, Danvers MA 01923

Telephone: 978-739-9151

Email: [info@essexrrs.org](mailto:info@essexrrs.org)

[www.essexregional.com](http://www.essexregional.com)

Charles E. Kostro  
Executive Director

**Board Members:**

Andrew J. Sheehan

Kevin A. Merz

Katherine E. Carleton

Susan J. Yaskell

Vincent R. Malgeri

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January 18, 2023

Matthew Coogan  
Town Administrator  
Town Hall  
7A Spofford Road  
Boxford, MA 01921

Dear Mr. Coogan:

On November 16, 2022, the Governor signed into law Chapter 269 of the Acts of 2022. This act provides that retirement boards may increase the Cost-of-Living Adjustment (“COLA”) for Fiscal Year 2023 (“FY2023”) up to five percent on the base amount for eligible members of the Essex Regional Retirement System (“ERRS”). The COLA base amount for ERRS is \$16,000.

At their meeting on December 19, 2022, the Essex Regional Retirement Board (“Board”) voted four members in favor, and one opposed, to increase the COLA for FY2023 to five percent. This would add an additional two percent to the previously approved three percent increase approved by the Board at their meeting on April 25, 2022. The three percent increase in the COLA was effective as of July 1, 2022. The additional two percent increase in the COLA would be retroactive to that date.

However, the additional two percent increase in the COLA cannot take effect unless it is approved by two thirds of the select boards of the municipal units of ERRS. Enclosed please find a copy of the memo outlining this process which was distributed by the Public Employee Retirement Administration Commission (PERAC).

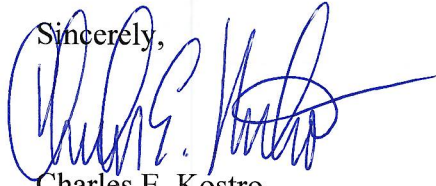
There are nineteen municipal units that are members of ERRS. Therefore, the increase in the COLA to five percent will not be effective unless it is approved by a majority vote of the select board in thirteen municipal units.

The Board respectfully requests that such a vote be taken, and the retirement system notified of the results, on or before April 1, 2023. Should thirteen municipal units approve this additional increase, receiving notice of the votes on or before April 1, 2023, will permit sufficient time for the additional COLA to be calculated and correctly applied to the benefit payments of eligible recipients. The application of this additional increase must be done within this fiscal year, which ends on June 30, 2023. Upon a vote of your Select Board, please submit a certified copy of the vote to ERRS.

If you have any questions regarding this notice, please do not hesitate to contact me at (978) 739-9151, extension 105, or via email at [ckostro@essexrrs.org](mailto:ckostro@essexrrs.org). You may also submit a copy of your certified board vote to me at this email address.

Thank you for your cooperation in this matter.

Sincerely,




Charles E. Kostro  
Executive Director



## MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director 

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment ("COLA") for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer<sup>1</sup> - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

<sup>1</sup> As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.



MEMORANDUM - Page Two

TO: All Retirement Boards  
FROM: John W. Parsons, Esq., Executive Director  
RE: 5% Local COLA option  
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept **and** two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

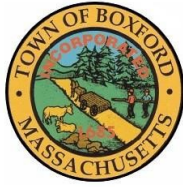
Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at [judith.a.corrigan@mass.gov](mailto:judith.a.corrigan@mass.gov).



**TOWN OF BOXFORD**  
**Office of the Treasurer/Collector of Taxes**  
7A Spofford Road  
Boxford, MA 01921

**MEMORANDUM**

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**TO:** Select Board  
**FROM:** Ellen S. Guerin, Treasurer  
**RE:** **Interim Town Investment Report as of February 28, 2023**  
**DATE:** March 31, 2023

The Investment Policy of the town provides for an annual reporting on Cash and Investments by the Town Treasurer. At the suggestion of Standard and Poor's during the most recent credit rating process, and by agreement of the Select Board, two (2) interim reports are provided. The first interim report was provided on 11/30/22. This is the second for FY 2023.

Cash and Investment balances by institution are provided on the attached schedule as of 2/28/23. For comparison purposes, similar data appears as of 6/30/22 and 10/31/22.

The total of all the town's cash balances as of 2/28/23 was \$26.2M. This amount is \$865K less than the \$27.1M balance of invested cash reported on 10/31/22.

**Changes in Cash Positions: 10/31/22 – 2/28/23**

- The decrease in the amount of cash on deposit in the four (4) months since the last reporting is due primarily to the expenditure of bond proceeds for the construction of The Center at 10 Elm.
  
- The **Community Preservation Fund** balance of \$4.5M and **Trust Fund** balance of \$1.6M remain relatively unchanged. CP tax revenues covered debt service for the period; unrealized losses in securities values as of 9/20/22 reflected the down market for equities in the 1<sup>st</sup> quarter – (\$135K) for CP and (\$50K) for trust funds. That trend reversed in the 2<sup>nd</sup> quarter that recorded unrealized gains of \$178K for CP and \$65K for trust funds.

- Interest rates offered by banks on **General Fund** deposits have continued to steadily increase since the start of the fiscal year. The table below provides an historical view of earnings trends for the General Fund. FY 2023 earnings are expected to greatly exceed the amounts earned in the previous four (4) years.

<b>Annual Earnings on General Fund Investments</b>				
<b><u>FY19</u></b>	<b><u>FY20</u></b>	<b><u>FY21</u></b>	<b><u>FY22</u></b>	<b><u>FY23 YTD</u></b>
\$162.7K	\$129.2K	\$48.7K	\$82.3K	<b>\$247.0K</b>

The rates offered by banks are continuing to increase as they compete for deposits. New investment institutions are periodically evaluated for appropriateness measured by safety, liquidity and yield. The town has \$8M invested in MMDT, the state investment pool, which, as of 2/28/23 is offering a 4.77% 7-day yield and no transaction fees.

- The **OPEB Fund** balance is now \$4.8M, which includes the deposit of \$300,000 made on 9/01/22. Annualized rate of return as of 2/28/23 was -5.05%. YTD FY23 change in investment value is \$77.7K. This is a long-term investment professionally managed by the Commonwealth of MA PRIM Board which has access to all markets at very low fees. As the account balance increases, the town’s unfunded liability decreases. Earnings/(Losses) in this account have fluctuated wildly over the past 3 years due mainly to the recording of unrealized gains/(losses) as illustrated below:

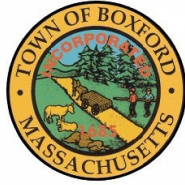
	<b><u>FY 2021</u></b>	<b><u>FY 2022</u></b>	<b><u>FY 2023 (YTD)</u></b>
Income	\$355K	\$290K	\$63.9K
Unrealized G/(L)	\$603K	(\$465K)	\$13.8K

- All bank and investment statements are available for review in the Office of the Treasurer. Cash balances are reconciled monthly (in a timely manner) to bank statements and the General Ledger; they are reviewed and approved by the Treasurer and Town Accountant. A Cash and Investment Report is prepared quarterly for the Massachusetts Department of Revenue. The report of independent auditors on FY22 operating results and compliance with the town’s Investment Policy is anticipated in March of 2023.
- The Select Board can expect to receive the Annual Report on Cash and Investments for FY23 sometime in mid-summer. Please contact me directly with any questions or concerns about cash management or to review any of the bank or portfolio statements.



**TOWN OF BOXFORD  
CASH AND INVESTMENTS  
FEBRUARY 28, 2023**

<b>Institution</b>	<b>June 30, 2022</b>		<b>October 31, 2022</b>		<b>February 28, 2023</b>	
	<b>Balance</b>	<b>APY</b>	<b>Balance</b>	<b>APY</b>	<b>Balance</b>	<b>APY</b>
MMDT - Investment	\$ 8,014,281.05	0.32%	\$ 9,170,695.42	3.30%	\$ 8,186,620.68	4.77%
Eastern Bank - Tax Lockbox	\$ 3,417.10	0.05%	\$ 122,841.54	0.25%	\$ 10,953.80	0.25%
Newburyport Bank - Investment	\$ 225,034.52	0.80%	\$ 225,758.56	1.14%	\$ 227,793.25	2.79%
Bartholomew - GF & ARPA Investment	\$ 1,486,545.86	1.85%	\$ 2,300,832.31	2.29%	\$ 2,951,209.15	2.61%
Unibank - State Aid Receipts	\$ 99,003.35	0.21%	\$ 6,347.59	0.50%	\$ 232,659.22	1.10%
Unibank - Online Payments	\$ 20,688.36	0.02%	\$ 116,208.89	0.02%	\$ 313,885.99	0.05%
Hingham Savings - Investment	\$ 214,977.69	0.25%	\$ 300,018.49	2.25%	\$ 302,617.56	2.67%
Needham Bank - Investment	\$ 208,923.23	0.35%	\$ 509,296.40	2.00%	\$ 512,656.24	2.00%
Salem Five - Investment	\$ 500,066.91	0.70%	\$ 502,319.66	1.89%	\$ 508,470.14	4.41%
Institution for Savings - Money Market	\$ 2,403,354.65	0.50%	\$ 2,640,389.12	2.50%	\$ 708,182.17	2.79%
Leader Bank - Money Market	\$ -		\$ -		\$ 302,243.10	3.45%
Institution for Savings - Depository	\$ 305,391.22	0.25%	\$ 441,667.60	0.25%	\$ 698,243.00	0.25%
Institution for Savings - School Lunch	\$ 9,550.27	0.25%	\$ 11,135.85	0.25%	\$ 3,171.24	0.25%
Eastern Bank - Investment	\$ 227,202.93	0.05%	\$ 227,782.28	1.50%	\$ 229,538.12	2.00%
Bartholomew - Trust Investment	\$ 1,600,031.37	1.97%	\$ 1,573,675.77	2.29%	\$ 1,649,784.07	2.61%
Bartholomew - ComPres Investment	\$ 4,507,950.81	1.97%	\$ 4,298,521.64	2.29%	\$ 4,536,315.83	2.61%
OPEB - PRIT Fund Investment	\$ 4,417,839.68	-2.95%	\$ 4,587,186.56	-10.17%	\$ 4,795,553.75	-5.05%
Departmental Petty Cash	\$ 2,525.00	0.00%	\$ 2,525.00	0.00%	\$ 2,525.00	0.00%
Developers' Deposits	\$ 31,454.53	0.05%	\$ 31,454.53	0.05%	\$ 31,454.53	0.05%
<b>Total Cash Balance</b>	<b>\$ 24,278,238.53</b>		<b>\$ 27,068,657.21</b>		<b>\$ 26,203,876.84</b>	



**TOWN OF BOXFORD**  
**Office of the Town Administrator**  
 7A Spofford Road  
 Boxford, MA 01921

**DATE:** March 24, 2023  
**TO:** Select Board  
**FROM:** Brendan Sweeney, Assistant Town Administrator  
**RE:** **FY24 Draft Budget Update**

On February 3<sup>rd</sup>, I presented the first draft of the Town of Boxford’s Fiscal Year 2024 (FY24) Operating Budget to the Finance Committee (FINCOM). At that time, the proposed budget was \$40,609,947, a \$2,812,185 (+7.44%) increase above FY23. Since that time, the Select Board has received updates of the FINCOM’s ongoing work with the Town Administrator’s office and department heads, including the Elementary Schools and Masconomet, to reduce the amount of the FY24 budget increase above FY23.

Currently, the draft Town of Boxford FY24 budget stands at **\$39,874,986, a \$2,077,224 (+5.50%) increase above FY23**. This is a slight reduction from the figure presented to the Select Board on March 13<sup>th</sup>. During their meeting on April 5<sup>th</sup>, the FINCOM will vote on the relevant Town Meeting warrant articles within their purview, including whether or not to recommend this figure for Town Meeting approval. The details of the current proposal are shown in the table below:

	Original Approved FY23 Budget	Original FY24 Budget Proposal	Current FY24 Budget Proposal	\$ Change vs. Original Proposal	% \$ Change FY23 to FY24	% Change FY23 to FY24
<b>Education</b>						
Elementary Schools	13,505,697	14,722,097	14,401,629	(320,468)	895,932	6.63%
Masconomet Regional Assessment	11,131,422	12,117,265	11,917,575	(199,690)	786,153	7.06%
Essex Technical School Assessment	407,347	407,347	380,512	(26,835)	(26,835)	-6.59%
<b>Town Government</b>	9,561,586	10,141,469	10,003,501	(137,967)	441,915	4.62%
<b>Essex Regional Retirement Assessment</b>	1,551,592	1,742,530	1,742,530	-	190,938	12.31%
<b>Debt Service</b>						
Non-Excluded	593,585	588,749	588,749	-	(4,836)	-0.81%
Excluded	746,533	590,490	590,490	-	(156,043)	-20.90%
<b>Other Post Employment Benefits (OPEB)</b>	300,000	300,000	250,000	(50,000)	(50,000)	-16.67%
<b>TOTAL BUDGET</b>	<b>37,797,762</b>	<b>40,609,947</b>	<b>39,874,986</b>	<b>(734,960)</b>	<b>2,077,224</b>	<b>5.50%</b>

When factoring in anticipated revenues, which includes an assumed 2.5% tax levy increase, figures from the Governor’s FY24 state budget proposal, and estimates for smaller revenue streams based on historical data, **the proposed Town of Boxford FY24 budget, as shown above, is out of balance by -\$1,496,951.** More details regarding anticipated revenues are outlined in the forecast on pages 8 – 9.

There is one notable swing in the Town’s FY24 revenue projections that is worth singling out. As many of you are aware, as part of the contract extension agreement currently under negotiation with Waste Management, the Town will shift from the current manual curbside collection approach to instead utilize Waste Management’s automated curbside collection technology. This switch will yield a comparative savings for the Town,<sup>1</sup> however, it will result in a **loss of roughly \$300 K in annual trash sticker revenue for the Town**, due to the fact that stickers for the bags within the standardized containers that are necessary for automated curbside collection will no longer be required (and stickers will now only be used for “overflow” bags). To put this swing into context, the 2.5% increase to the Town’s tax levy mentioned on the preceding page only amounts to a 1.5% increase when net against the \$300 K in lost trash sticker revenue, meaning that **the shift to automated collection and the loss of trash sticker revenue alone will result in a roughly 1% additional increase to the tax bills of Town residents in FY24.** This impact is shown in the tables on page 10 of this memo.

As was outlined in my March 13<sup>th</sup> memorandum to the Select Board, the Boxford Elementary School Committee and administration reduced their original FY24 budget proposal by -\$287,406 during their meeting on March 9th, some of which was made possible by use of federal Elementary and Secondary School Emergency Relief (ESSER) grant funding, which expires in September 2024. During their March 23<sup>rd</sup> meeting, the Boxford Elementary School Committee and administration further reduced their proposal by an additional -\$33,062, for a total reduction of -\$320,468 vs. their original FY24 budget proposal. The specific alterations made by the Elementary Schools are shown on page 7, with those changes made on March 23<sup>rd</sup> highlighted in yellow.

Since March 13<sup>th</sup>, the Masconomet Regional School Committee and administration reduced their district budget by -\$231,927 (also using ESSER funding), resulting in a -\$85,836 reduction for the Town of Boxford’s assessment. This is net against an increase in the Town’s required “net school spending” calculations when compared to the other two Masconomet member communities, as well as a removal of the \$167,451 cost to the Town of Boxford for the proposed turf field design costs assessment.<sup>2</sup>

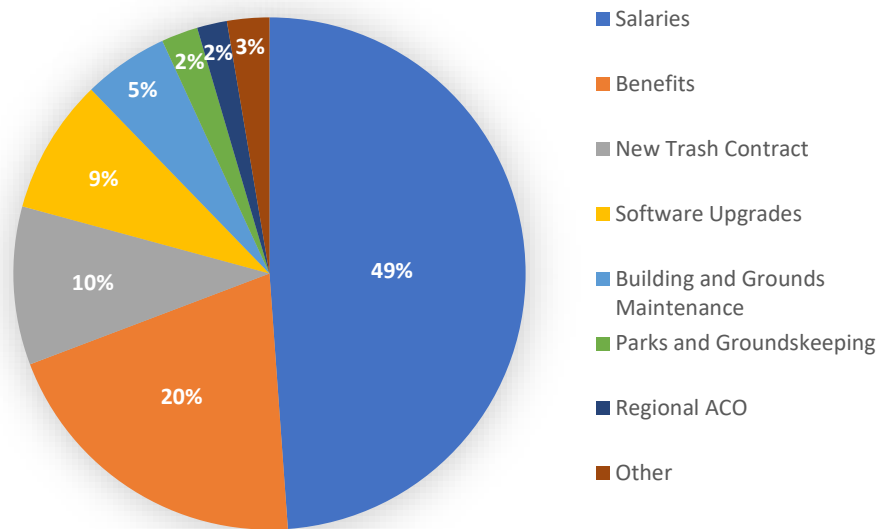
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<sup>1</sup> In FY24, the Town is projecting to spend \$769,602 on curbside collection with the automated collection system, a 6% increase vs. FY23. If the Town had opted to maintain the manual collection status quo instead, the Town would have spent anywhere between \$893,226 to \$961,111 (depending on the length of the contract extension), an increase of between 23% to 32% vs. FY23.

<sup>2</sup> The original Masconomet FY24 assessment figure included the estimated amount (at the time) of \$235,281 for Boxford’s share of the design costs for a new turf field. That amount has since been reduced to \$167,451 and will be funded through a free cash appropriation, if approved at Town Meeting through a separate warrant article.

The FY24 Town Government budget is **\$10,003,501, a \$441,915 (+4.62%) increase above FY23**. As has been noted in previous memorandums to the FINCOM and Select Board, much of the FY24 Town Government budget increase above FY23 is tied to “non-discretionary” spending increases. The breakdown of all increases in the FY24 Town Government budget is shown in the chart below; as you can see, the large majority (69%) of the increase is tied to salaries and benefits.

### Breakdown of FY24 Town Government Budget Increase vs. FY23



- **Salaries: +\$218,046**
  - Includes implementation of compensation plan for non-union, benefitted employees.
  - Assumptions for ongoing negotiations with 5 unions accounted for in this figure.
- **Benefits: +\$86,540**
  - This increase is largely due to health insurance costs (+\$68,210) increasing 8.36% above FY23.
  - The Town was able to mitigate this increase by bundling voluntary employee dental through MIAA.
- **New Trash Contract: +\$44,602**
  - (Further details noted on previous page)
- **Software Upgrades: +\$38,040**
  - The increases shown are for the addition of annual expenses for new Pro Phoenix CAD/RMS dispatch software and OpenGov online permitting software, net against savings from the removal of old software systems currently in use.
- **Building and Grounds Maintenance: +\$24,033**
  - Estimated increases due to the new Center at 10 Elm.

- Parks and Groundskeeping: **+\$10,316**
  - Requested additional funds to improve quality of playing fields in Town.
- Regional Animal Control Officer and Animal Inspector: **+\$8,448**
  - The Town Administrator’s office is currently pursuing state grant funding to potentially help offset the FY24 cost of the program.
- All Other Spending Adjustments: **+\$11,890**
  - This figure include a -\$10,000 reduction in the Town’s litigation account vs. FY23.<sup>3</sup>
  - The +\$11,890 figure is the result of +\$31,781 in combined spending increases across 24 different line items, net against -\$9,891 in reductions to 9 separate line items, as well as the -\$10,000 reduction noted above.

Notably, the proposed FY24 Town Government budget does not include the \$75,000 necessary to maintain the Fire Department’s operation of the Medical Response Pilot Program. Currently, the Town Administrator’s office is planning to propose that the Select Board put this program before Town Meeting for approval through a separate warrant article. If approved, an additional \$75,000 in property tax revenue will need to be raised to support the program in FY24, amounting to an additional +0.23% increase to the tax levy.

As noted above, the FINCOM will meet on April 5<sup>th</sup> to vote on all matters of relevance regarding Town Meeting warrant articles. Though they have not yet taken a formal vote, the FINCOM has indicated through revised guidance that **any increases above 4.67% over FY23 will be subject to a Proposition 2 ½ operational override vote**. This would mean that **\$266,316 of the FY24 Masconomet assessment** shown on page 1 and **\$265,216 of the FY24 Elementary School budget** shown on page 1 would be need to be approved at the ballot box, for a **total operational override request of \$531,532**. This is illustrated within the FY24 budget detail on pages 5 – 6, in the forecast on page 9, and the potential tax increases that Boxford homeowners would have to bear is shown in the tables on page 10.

Another item that the FINCOM has reviewed throughout the FY24 budget development process is the Town’s annual contribution to the Other Post-Employment Benefits (OPEB) trust fund. In recent years, that contribution has been \$300,000; however, given the current financial situation, the FINCOM will likely reduce that amount to \$250,000. The FINCOM has indicated that it is willing to do so only due to the relative strength of Boxford’s OPEB trust funding levels when compared to the Commonwealth and other municipalities.

Included in this memo is a more detailed breakdown of the currently proposed Town of Boxford FY24 budget on pages 5 – 6, a list of the reductions made by the Elementary Schools from their original FY24 budget proposal on page 7, an FY24 revenue/expense forecast on pages 8 – 9, and a series of tables demonstrating the proposed tax increases for the median and average home owner on page 10.

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<sup>3</sup> This account was funded at \$70,000 in FY23; the FY24 proposal is \$60,000. Actual spending in this account has only exceeded \$50 K once in previous four fiscal years.

## FY24 Town Budget

As it will appear on Town Meeting Warrant

	Actual Expended FY21	Budget FY22	Approved Budget FY23	Draft Budget FY24	\$ Change FY23 to FY24	% Change FY23 to FY24
<b>General Government</b>						
Select Board & Administrator	325,833	306,794	329,663	351,284	21,621	6.56%
Legal	136,899	82,447	98,361	88,361	-10,000	-10.17%
Technology	220,400	220,421	226,576	264,616	38,040	16.79%
Town Clerk	128,920	124,275	131,213	140,748	9,535	7.27%
Land Committee	0	0	500	500	0	0.00%
Land Use	88,868	91,238	93,958	104,874	10,916	11.62%
Utilities & General Maintenance	331,341	361,897	332,007	356,041	24,034	7.24%
Other Insurance	383,829	395,144	421,780	432,325	10,545	2.50%
<b>Total General Government</b>	<b>1,616,090</b>	<b>1,582,217</b>	<b>1,634,058</b>	<b>1,738,748</b>	<b>104,690</b>	<b>6.41%</b>
<b>Financial Administration</b>						
Finance Committee	0	179	1,010	1,010	0	0.00%
Finance Committee Reserve	175,000	175,000	175,000	175,000	0	0.00%
Municipal Finance Departments	459,379	495,884	541,556	515,392	-26,165	-4.83%
<b>Total Financial Administration</b>	<b>634,379</b>	<b>671,063</b>	<b>717,566</b>	<b>691,402</b>	<b>-26,165</b>	<b>-3.65%</b>
<b>Public Safety</b>						
Police Salary	1,264,032	1,282,172	1,379,937	1,443,348	63,411	4.60%
Police Non Salary Expenses	88,769	84,208	104,020	111,045	7,025	6.75%
Fire Salary	649,651	654,579	688,530	711,760	23,230	3.37%
Fire Non Salary Expenses	83,903	96,239	107,009	112,063	5,054	4.72%
Building Inspection/Zoning Bd	146,609	164,743	169,821	178,159	8,338	4.91%
Sealer of Weights & Measures	431	425	431	431	0	0.00%
Animal Inspector	5,279	5,335	5,830	0	-5,830	-100.00%
Animal Control Officer	36,963	32,633	45,722	60,000	14,278	31.23%
Communications Salary	398,344	477,540	445,374	459,793	14,419	3.24%
Communications Non Salary Exp.	103,518	80,694	108,511	110,538	2,027	1.87%
<b>Total Public Safety</b>	<b>2,777,498</b>	<b>2,878,569</b>	<b>3,055,185</b>	<b>3,187,137</b>	<b>131,952</b>	<b>4.32%</b>
<b>Education</b>						
Elementary Schools*	12,802,280	13,122,122	13,505,697	14,136,413	630,716	4.67%
Essex NS Agricultural/Technical School	274,070	402,602	407,347	380,512	-26,835	-6.59%
Masconomet Operational Assessment*	10,961,352	10,773,426	11,131,422	11,651,259	519,837	4.67%
<b>Total Education</b>	<b>24,037,702</b>	<b>24,298,150</b>	<b>25,044,466</b>	<b>26,168,184</b>	<b>1,123,718</b>	<b>4.49%</b>

\*Does not include operational override amounts

## FY24 Town Budget

As it will appear on Town Meeting Warrant

	Actual Expended FY21	Budget FY22	Approved Budget FY23	Draft Budget FY24	\$ Change FY23 to FY24	% Change FY23 to FY24
<b>Public Works</b>						
Cemeteries	994	142	500	500	0	0.00%
Trash/Recycling Pickup & Disposal	720,684	691,800	737,382	778,984	41,602	5.64%
Snow & Ice Removal	376,360	403,000	133,000	133,000	0	0.00%
Fuel Depot	58,764	93,730	75,000	75,000	0	0.00%
DPW Salaries	610,042	648,533	678,357	716,124	37,767	5.57%
DPW Non Salary Expense	378,736	395,976	433,364	439,842	6,478	1.49%
<b>Total Public Works</b>	<b>2,145,579</b>	<b>2,233,180</b>	<b>2,057,603</b>	<b>2,143,450</b>	<b>85,847</b>	<b>4.17%</b>
<b>Human Services</b>						
Board of Health	150,741	160,929	179,817	183,329	3,512	1.95%
Council on Aging	130,984	141,763	171,910	182,932	11,022	6.41%
Veterans' Benefits	47,000	40,703	45,000	48,564	3,564	7.92%
HAWC Program	2,000	2,000	2,000	2,000	0	0.00%
Tri Town Council	29,614	31,095	31,095	31,095	0	0.00%
<b>Total Human Services</b>	<b>360,339</b>	<b>376,490</b>	<b>429,822</b>	<b>447,921</b>	<b>18,099</b>	<b>4.21%</b>
<b>Culture &amp; Recreation</b>						
Library Salaries	319,414	356,431	374,952	385,088	10,136	2.70%
Library Non Salary Expense	110,150	126,557	134,184	135,544	1,360	1.01%
Celebrations/Events	3,904	4,425	4,425	4,425	0	0.00%
Cultural Council	0	3,000	3,000	3,000	0	0.00%
Historic District Commission	0	0	375	375	0	0.00%
<b>Total Culture &amp; Recreation</b>	<b>433,468</b>	<b>490,412</b>	<b>516,936</b>	<b>528,432</b>	<b>11,496</b>	<b>2.22%</b>
<b>Employee Benefits</b>						
Health Insurance (non school)	668,836	657,629	815,913	884,123	68,210	8.36%
OPEB Contribution	300,000	300,000	300,000	250,000	-50,000	-16.67%
Essex Retirement Assessment	1,423,044	1,523,087	1,551,592	1,742,530	190,938	12.31%
Medicare/Life Ins (Town/School)	194,193	202,146	209,503	217,288	7,785	3.72%
Unemployment Insurance	15,595	13,371	15,000	15,000	0	0.00%
Salary Reserve	0	0	110,000	150,000	40,000	36.36%
<b>Total Employee Benefits</b>	<b>2,601,668</b>	<b>2,696,233</b>	<b>3,002,008</b>	<b>3,258,942</b>	<b>256,934</b>	<b>8.56%</b>
<b>Debt Service</b>						
Permanent Debt Service	852,459	875,702	1,340,118	1,179,239	-160,879	-12.00%
Masconomet Debt Assessment	111,736	105,545	0	0	0	#DIV/0!
<b>Total Debt Service</b>	<b>964,195</b>	<b>981,247</b>	<b>1,340,118</b>	<b>1,179,239</b>	<b>-160,879</b>	<b>-12.00%</b>
<b>Initial Budget Proposal</b>	<b>35,570,917</b>	<b>36,207,561</b>	<b>37,797,762</b>	<b>39,343,454</b>	<b>1,545,692</b>	<b>4.09%</b>
Masconomet Override				266,316		
Elementary Schools Override				265,216		
Fire Department Medical Response Pilot Program				75,000		
<b>Revised Budget</b>				<b>39,949,986</b>	<b>2,152,224</b>	<b>5.69%</b>

**Boxford Elementary Schools  
Budget Overview**

**Updated:** 3/23/2023

Approved FY2023 Budget	13,505,697		
Add: Fincom Guideline	<u>630,716</u>	4.67%	265,215.95
FY2024 Guideline Budget	14,136,413		

<b>Starting Point - Pre Draft I Proposed FY24 Budget</b>	<b><u>14,722,097</u></b>	<b>1,216,400</b>	<b>9.01%</b>
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<b>Proposed Budget Requests</b>					
<b>Salary Items</b>	<b>Proposed Adjustment</b>	<b>Change to Budget Increase</b>	<b>Budget Increase %</b>	<b>Comments</b>	<b>School Committee Action</b>
Operations Supervisor	35,150.00	1,181,250.00	8.75%		APPROVED 3/9/23
Facilities Utility Truck - Operations & Maintenance	6,738.00	1,174,512.00	8.70%		APPROVED 3/9/23
Use Additional Esser III Funds	80,000.00	1,094,512.00	8.10%		APPROVED 3/9/23
Non Public Tuition	100,000.00	994,512.00	7.36%		APPROVED 3/9/23
.50 FTE Psychologist	51,205.00	943,307.00	6.98%		APPROVED 3/9/23
Nurse Assistant	14,000.00	929,307.00	6.88%		APPROVED 3/9/23
Insurance Premium	(16,937.00)	946,244.00	7.01%	Premium is 8.9% versus 8.0%	APPROVED 3/9/23
<b>Adjustment Counselor .20 FTE</b>	<b>19,233.00</b>	<b>927,011.00</b>	<b>6.86%</b>	<b>To be covered by another funding source</b>	<b>APPROVED 3/23/23</b>
Science from Scientists	15,000.00	912,011.00	6.75%		APPROVED 3/9/23
Travel Expense	250.00	911,761.00	6.75%		APPROVED 3/9/23
Districtwide - Other Non - Employee Expenses	2,000.00	909,761.00	6.74%		APPROVED 3/9/23
<b>Insurance Premium</b>	<b>10,829.00</b>	<b>898,932.00</b>	<b>6.66%</b>	<b>Decrease in premium from 8.9% to 8.36%</b>	<b>APPROVED 3/23/23</b>
<b>Overall Supplies, Tech, ad PD</b>	<b>3,000.00</b>	<b>895,932.00</b>	<b>6.63%</b>		<b>APPROVED 3/23/23</b>

320,468.00  
14,401,629.00



**FY24 Revenue/Expense Projection - Current FY24 Budget Proposal (with Operational Overrides)**

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Estimated	FY24 Forecast	Comments
<b>Revenue</b>							
*Tax Levy (before excluded debt)	28,223,169	29,259,250	29,943,000	30,969,271	32,075,815	33,048,357	2.5% increase above (FY23 Tax Levy + New Growth)
Excuded Debt Added Tax Levy	1,236,303	1,159,689	610,168	691,782	746,533	590,490	
New Growth added to tax rate	227,546	191,761	219,222	310,699	166,484	166,484	FY23 Actuals
Unrestricted State Aid	502,630	516,201	516,201	534,268	563,118	574,380	FY24 Governor's Budget Proposal
Other State Receipts	180,561	203,236	197,869	228,091	285,317	308,296	FY24 Governor's Budget Proposal
Chapter 70	1,726,753	1,750,975	1,747,903	1,768,093	1,811,833	1,833,463	FY24 Governor's Budget Proposal
Motor Vehicle Excise Tax	1,726,665	1,627,627	1,619,559	1,500,000	1,600,000	1,700,000	Estimate
Trash Sticker Revenue	261,708	261,807	325,881	321,729	330,000	23,520	\$6 sticker, less \$1/bag pickup fee for WM and \$0.10 estimated production cost, multiplied by estimated 2 overflow bags per year for 2,400 households (estimate based on current curbside collection usage data from Waste Management)
Other Local Receipts	778,741	818,134	965,318	777,646	770,000	775,000	Estimate based on FY22 actual and first quarter FY23 receipts
Other (Masco debt reimb FY23)	431,993	-	150,000	-	183,169	-	
<b>Subtotal</b>	<b>35,296,069</b>	<b>35,788,680</b>	<b>36,295,121</b>	<b>37,101,579</b>	<b>38,532,269</b>	<b>39,019,990</b>	
Less Local Receipts to Replenish Free Cash	300,000	200,000	100,000	200,000	200,000	100,000	Reduction per FINCOM recommendation
<b>Total Revenue Estimate</b>	<b>34,996,069</b>	<b>35,588,680</b>	<b>36,195,121</b>	<b>36,901,579</b>	<b>38,332,269</b>	<b>38,919,990</b>	
Excess Levy Capacity	1,520,493	1,435,870	1,738,252	1,734,999	1,730,799	1,737,095	

**FY24 Revenue/Expense Projection - Current FY24 Budget Proposal (with Operational Overrides)**

	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY24 Forecast	Comments
<b>Adjustments to Revenue</b>							
Snow & Ice Deficit Previous Year	196,290	187,172	199,969	200,661	200,000	200,000	Estimate
Essex Technical High School	289,030	304,486	269,300	402,602	407,347	380,512	Current FY24 draft assessment for Boxford
Reserved for Abatements	149,331	145,832	155,951	161,378	150,000	150,000	Estimate
State Charges	152,733	168,077	172,759	180,236	174,489	191,954	FY24 Governor's Budget Proposal
<b>Subtotal</b>	<b>787,384</b>	<b>805,567</b>	<b>797,979</b>	<b>944,877</b>	<b>931,836</b>	<b>922,466</b>	
<b>Excluded Debt:</b>							
MASCO Debt (excluded)	410,037	409,017	111,736	105,545	-	-	
Other Excluded Debt (Permanent)	540,282	522,765	498,432	586,237	710,091	590,490	
Other Excluded Debt (BAN ESTIMATE)	225,871	168,794	-	-	36,442	-	
<b>Subtotal</b>	<b>1,176,190</b>	<b>1,100,576</b>	<b>610,168</b>	<b>691,782</b>	<b>746,533</b>	<b>590,490</b>	
<b>Total Committed Expenses</b>	<b>1,963,574</b>	<b>1,906,143</b>	<b>1,408,147</b>	<b>1,636,659</b>	<b>1,678,369</b>	<b>1,512,956</b>	

<b>Other Appropriations:</b>	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY24 Draft	
Masconomet Budget	10,206,544	10,668,997	10,961,352	10,773,426	11,131,422	11,651,259	+4.67% vs. FY23. Does not include \$167,451 Town of Boxford assessment for design costs of a new turf field
Elementary School Budget	12,218,594	12,513,767	12,702,686	13,079,977	13,505,697	14,136,413	+4.67% vs. FY23
Town Departmental Budget	8,188,414	8,506,596	8,454,541	8,777,365	9,561,586	10,003,501	Current proposal (+4.62% vs. FY23)
Other Post-Employment Benefits (OPEB)	350,000	300,000	300,000	300,000	300,000	250,000	Reduction per FINCOM recommendation
Non-Excluded Debt Service	116,297	30,369	92,613	167,628	593,585	588,749	
Essex Regional Retirement Assessment	1,268,935	1,339,233	1,423,044	1,523,087	1,551,592	1,742,530	
<b>Total Town &amp; School Budgets</b>	<b>32,348,784</b>	<b>33,358,962</b>	<b>33,934,236</b>	<b>34,621,483</b>	<b>36,643,882</b>	<b>38,372,453</b>	

**Total Estimated Expenses** 34,312,358 35,265,105 35,342,382 36,258,142 38,322,251 39,885,409

Balance	683,711	323,575	852,738	643,437	10,018	-965,419
Amount to draw from Excess Levy Capacity	0	0	0	0	0	965,419
<b>Available Excess Levy Capacity</b>	<b>1,520,493</b>	<b>1,435,870</b>	<b>1,738,252</b>	<b>1,734,999</b>	<b>1,730,799</b>	<b>1,737,095</b>
Remaining Amount to be Raised Above Excess Levy Capacity	0	0	0	0	0	0

% Increase of Tax Levy Above +2.5%

2.99%

**Revised Total % Increase of Tax Levy Above FY23**

**5.49%**

Additional \$75,000 for Medical Response Pilot Program

0.23%

**Revised Total % Increase of Tax Levy Above FY23 if Medical Response Pilot Program is Approved**

**5.73%**

**Required  
Override**

266,316 Override required to balance current FY24 budget proposal

265,216 Override required to balance current FY24 budget proposal

**531,532 Total Required Override Amount**

4.64% % Increase of Tax Levy Above +2.5% if override passes

**7.14% Revised Total % Increase of Tax Levy Above FY23 if override passes**

0.23%

**7.38% Revised Total % Increase of Tax Levy Above FY23 if both Overrides and Medical Response Pilot Program are Approved**

**Property Tax Impact of Proposed FY24 Budget**

	FY23 Value	FY23 Tax Rate	FY23 Tax Bill	1% of FY23 Tax Bill
Median Home Value	\$782,200	\$13.84/thousand	<b>\$10,825.65</b>	\$108.26
Average Home Value	\$840,866	\$13.84/thousand	<b>\$11,637.59</b>	\$116.38

Current Proposal	Assumed 2.5% Increase over FY23	Incremental Increase Above 2.5% (+4.64%)	Cost of Funding Medical Response Pilot Program	Proposed FY24 Tax Bill Increase (+7.38%)	Proposed FY24 Tax Bill
Median Home Value	\$270.64	\$502.31	\$24.90	<b>\$797.85</b>	\$11,623.50
Average Home Value	\$290.94	\$539.98	\$26.77	<b>\$857.69</b>	\$12,495.28

4.67% Town and Schools Spending Increase Cap	Assumed 2.5% Increase over FY23	Incremental Increase Above 2.5% (+2.99%)	Initial Proposed FY24 Tax Bill Increase (+5.49%)	Initial Proposed FY24 Tax Bill	Incremental FY24 Tax Bill Increase if Overrides Pass and Medical Response Pilot Program is Approved (+1.88%)	Revised FY24 Tax Bill if Overrides Pass and Medical Response Pilot Program is Approved
Median Home Value	\$270.64	\$323.69	<b>\$594.33</b>	\$11,419.98	<b>\$203.52</b>	\$11,623.50
Average Home Value	\$290.94	\$347.96	<b>\$638.90</b>	\$12,276.49	<b>\$218.79</b>	\$12,495.28

	Average Trash Sticker Spending Per Household Currently	% of Tax Bill Increase Tied to "Trash Sticker Savings" with no Overrides or Medical Response Pilot Program	% of Tax Bill Increase Tied to "Trash Sticker Savings" if Overrides Pass and Medical Response Pilot Program is Approved
Median Home Value	\$134.05	23%	17%
Average Home Value	\$134.05	21%	16%



**TOWN OF BOXFORD**  
**Office of the Town Administrator**  
7A Spofford Road  
Boxford, MA 01921

**DATE:** April 4, 2023  
**TO:** Finance Committee  
**FROM:** Brendan Sweeney, Assistant Town Administrator  
**RE:** **Statewide Opioid Settlement Funding**

As some of you may be aware, last year a settlement was reached in the national opioid litigation involving the big three distributors and Johnson & Johnson. This settlement resulted in creation of a national fund of approximately \$26 billion, of which Massachusetts received approximately \$500 million to address costs incurred in addressing the opioid crisis. Pursuant to an allocation agreement reached with the Attorney General, Massachusetts municipalities will receive a total of 40% of the Commonwealth's settlement proceeds. Municipalities are restricted in how they can utilize this funding; further details regarding these restrictions can be found on pages 2 – 6 of the [state subdivision agreement](#).

**As part of this settlement, Boxford will receive \$191,820 through a series of payments between 2022 – 2038. To date, the Town has received \$40,340.**

Additionally, the Attorney General's office has reached a set of statewide settlements with Walmart, Teva, Allergan, CVS, and Walgreens. **If the Town chooses to sign on to these settlements**, a matter that the Select Board will consider at their meeting on April 10<sup>th</sup>, **Boxford will be eligible for an additional \$153,680.**

Per the state subdivision agreement, municipalities that receive greater than \$35,000 are required to submit reports detailing annual spending activity. As currently constructed, the Town has no way to track how the funding received from these various settlements is spent aside from informally tracking expenses; the funding itself currently belongs to the general fund and is slated to revert to free cash, if it is not appropriated for a specific purpose this fiscal year.<sup>1</sup>

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<sup>1</sup> M.G.L. c. 44 s. 53

**The Town does have the ability to create a special purpose stabilization fund,**<sup>2</sup> which in this instance, would allow for the funding received by the Town from the various opioid settlements to be deposited into a separate fund. Revenues in this fund would carry from one fiscal year to another, until appropriated by a vote of Town Meeting. **The current threshold for appropriation from a special purpose stabilization is a two-thirds Town Meeting vote,** though the Healey administration recently filed legislation that would lower this to a simple majority vote. Creation of a special purpose stabilization fund requires a two-thirds Town meeting vote. If the Town opts to pursue this option, a Town Meeting vote must be taken to transfer the \$40,340 received by the Town from the opioid settlements to date from the general fund to the newly created special purpose stabilization fund.

In that same legislation, the Healey administration included a provision that would alter the section of state law referenced on the previous page of this memo (M.G.L. c. 44 s. 53B) that states that all money received or collected from any source by a municipality belongs to its general fund and can only be spent after appropriation, unless a general or special law provides an exception. This provision would allow municipalities to reserve revenue received from the various opioid settlements in a special revenue fund, which would allow Boxford to separately account for these payments and spend them in accordance with the state subdivision agreement without Town Meeting appropriation, only the approval of the Select Board would be required. Additionally, if the Legislature approved the relevant bill filed by the Healey administration, municipalities would have the ability to revoke previously established special purpose stabilization funds for opioid settlement funding and instead transfer said funds to the special revenue funds allowable by the provision of the legislation outlined at the beginning of this paragraph. At this point in time, the legislation has been referred to the House Committee on Ways and Means, but no action has yet to be taken by the Legislature.

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<sup>2</sup> M.G.L c. 40 s. 5B

	Warrant Articles	Amount	Raise & Approp	Free Cash	Debt	CPA	Other	Fin Com	SB	PBC	Other
1	Receive reports (housekeeping)								Yes		
2	Collective Bargaining Agreement - AFSCME 93 Town Hall/ Library										
	Collective Bargaining Agreement - IAFF 5303 Fire										
	Collective Bargaining Agreement - Teamster 25 Police										
	Collective Bargaining Agreement - Police Reserves										
	Collective Bargaining Agreement - Communications Dispatchers										
3	Classification Plan and Compensation Plan										
4	FY 2024 Operating Budget	\$39,343,454	\$39,343,454					Yes	Yes		
5	Medical Response Pilot Program FY24 Operating Budget	\$75,000	\$75,000					Yes	Yes		
6	FY24 Budget Override - Elementary Schools	\$265,216	\$265,216					Yes			
7	FY24 Budget Override - Masco	\$266,316	\$266,316					Yes			
8	Fund prior year bills FY2022	\$3,409		\$3,409				Yes			
9	Establish Opioid Settlement Stabilization Fund	\$40,340		\$40,340				Yes	Yes		
10	Annual curbside solid waste collection fee							Yes			BoH
11	Omnibus Capital Article										
	IT Hardware	\$27,000		\$27,000				Yes			
	Automated Trash Collection Bins	\$310,000		\$310,000				Yes			
	Replace Police Tasers and Cartridges	\$17,000		\$17,000				Yes			
	Handheld Radar	\$5,000		\$5,000				Yes			
	CPR Machines	\$44,200		\$44,200				Yes			
	Electronic Handheld Voting Devices	\$12,000		\$12,000				Yes			
	Spofford Flooring Year 2	\$90,000		\$90,000				Yes		Yes	
	Cole Security Cameras	\$150,000		\$150,000				Yes			
	Spofford Security Cameras	\$150,000		\$150,000				Yes			
	Feasibility and Design Spofford HVAC Electrification	\$75,000		\$75,000				Yes		Yes	Sustianability
	DPW Phase II - Schematic Design	\$248,000		\$248,000				Yes		Yes	
12	Masco Turf Fields Engineering Design	\$167,451		\$167,451				No			
13	Debt: New Fire Engine 6	\$550,000			\$550,000			Yes			
14	CPC: Annual Budget and Reserves										
15	CPC: Purchase of Dorman Property (Debt)	\$1,500,000				\$1,500,000					
16	CPC: Johnson Playground					\$25,000		Yes			
17	CPC: Mt. Vernon Cemetary Wall	\$3,000				\$3,000		Yes			
18	Rail Trail ROW Acquisition							Yes			
19	Permanent Easement - Lily Pond Hydrant										B2B
20	COA bylaw change: Increase Members to 9										COA
21	Masco Regional Agreement Amendment 19										Masco
22	Any other business										
		\$43,666,387	\$39,949,986	\$1,339,400	\$550,000	\$1,528,000					

Total Free Cash FY23 \$3,451,805  
 Available Free Cash under policy \$ 1,633,254  
 Available unspent \$293,854  
 Free Cash Carryover \$ 2,112,405

**As of April 7, 2023**

Items **highlighted in yellow** are placeholders, there have been no votes taken to date.

**ARTICLE 1.** To receive and place on file the reports of the Town Officers and Committees without ratification of any action taken or authorization of any action proposed; or take any other action thereon.

Sponsored and Supported by the Select Board

**ARTICLE 2.** To see if the Town, in accordance with M.G.L. Chapter 150E, section 7, **will vote to appropriate a sum of money to fund the first-year cost items contained in the following collective bargaining agreements** recently negotiated and ratified by the Select Board between the Town and the following Unions which have terms of July 1, 2023 through June 30, 2026:

- **American Federation of State, County and Municipal Employees, AFL-CIO Council #93, Local 939, Clerical/ Library**
- **International Association of Fire Fighters, AFL-CIO Local 5305, Boxford Professional Fire Fighters**
- **International Brotherhood of Teamsters Local 25, Boxford Police Patrol Officers**
- **Boxford Communications Dispatchers and Police Secretarial Employees Association**
- **Boxford Police Reserve Association**

Said collective bargaining agreements are on file with the Town Clerk; funding for the cost items in the first year of said agreements is included in the general operating budgets of the Town; or take any other action thereon.

Sponsored by Select Board

**Select Board** to make recommendation at Town Meeting

**Finance Committee** to make recommendation at Town Meeting

**ARTICLE 3.** To see if the Town will vote to adopt the Classification Plan and Compensation Plan for FY 2024, as submitted by the Personnel Board under Chapter 23 of the Town Code; said Classification Plan and Compensation Plan as printed on pages **17** through **20** of this warrant; funding for estimated costs of said plan included in the general operating budget of Town in Article 4; or take any other action thereon.

Sponsored and Supported by the Personnel Board

Select Board recommends adoption of this article

**Finance Committee** recommends adoption of this article

**ARTICLE 4.** To **act on the proposed budget** and see what sums of money the Town will vote to raise and appropriate, or transfer from available funds, for the use of several departments for Fiscal Year 2024, to wit: General Government, Financial Administration, Public Safety, Education, Public Works, Health & Human Services, Culture & Recreation, Employee Benefits, Debt Service, and all other necessary proper expenses during said fiscal year; and authorize expenditure of these funds under the direction of the appropriate listed department; or take any other action thereon.

**As of April 7, 2023**

Items **highlighted in yellow** are placeholders, there have been no votes taken to date.

Sponsored and Supported by the Finance Committee

**Estimate: \$39,343,454**

Select Board recommends adoption of this article

The proposed budget is printed on pages **22** and **23** of this warrant.

**ARTICLE 5.** To see if the Town will vote **to raise and appropriate \$75,000** for the Fiscal Year 2024 Fire Department budget Medical Direct Response Program; or take any other action thereon.

Sponsored and supported by the Select Board

Finance Committee recommends adoption of this article

**ARTICLE 6.** To see if the Town will vote **to raise and appropriate the sum of \$265,216** for the purpose of additionally funding the Fiscal Year 2024 Elementary School Budget; provided, however, that the appropriation authorized herein shall be subject to and contingent upon approval of the voters at the Town Election to assess additional real estate and personal property taxes in accordance with the provisions of Proposition 2 1/2, so called; or take any other action thereon.

Sponsored and supported by the **Elementary School Committee**

Finance Committee recommends adoption of this article

**Select Board** recommends adoption of this article

**ARTICLE 7.** To see if the Town will vote **to raise and appropriate or transfer from available funds the sum of \$266,316** for the purposes of additionally funding the Fiscal Year 2024 Masconomet Regional School District Assessment, thereby meeting the Town's total District assessment, provided, however, that the appropriation authorized herein shall be subject to and contingent upon approval of the voters at the Town Election to assess additional real estate and personal property taxes in accordance with the provisions of Proposition 2 1/2, so called; or take any other action thereon.

Sponsored and supported by the **Masconomet Regional District School Committee**

Finance Committee recommends adoption of this article

**Select Board** recommends adoption of this article

**ARTICLE 8.** To see if the Town will vote to transfer and appropriate from Free Cash the sum of \$3,409.48 to be expended by the Town to fund bills from FY2022 for salt for snow and ice treatment; or take any other action thereon.

--4/5ths vote

Sponsored and supported by the **Select Board**



**As of April 7, 2023**

Items **highlighted in yellow** are placeholders, there have been no votes taken to date.

Finance Committee recommends adoption of this article

**ARTICLE 9.** To see if the Town will vote, pursuant to the provisions of G.L. c.40, §5B, to create a new special purpose stabilization fund, to be known as the Opioid Settlement Stabilization Fund, which may be expended for all of the purposes allowed by law, including those outlined in applicable opioid-litigation settlement documents, a document prepared by the Substance Abuse Bureau of the Commonwealth’s Office of Health and Human Services Department, found at [www.mass.gov/doc/massachusetts-abatement-terms/download](http://www.mass.gov/doc/massachusetts-abatement-terms/download) entitled “Abatement Strategies”, and consistent with any state guidelines or regulations further clarifying allowable uses of opioid litigation settlement funds; and further, to adopt the last paragraph of said §5B and dedicate to such fund, without further appropriation, 100% of the opioid litigation settlement funds received by the Town; and further, to transfer from Free Cash a sum of money equal to that received by the Town from opioid litigation settlements resulting from the Town’s participation in the national Opioid Multi-District Litigation into said Opioid Settlement Stabilization Fund; or take any other action related thereto.

Sponsored and supported by the Finance Committee  
Select Board recommends adoption of this article

**ARTICLE 10.** To see if the Town will vote to set the following **annual curbside solid waste collection fees: \$6.00 for each 32-gallon overflow bag; \$52 for an additional 64-gallon trash barrel; \$120 per year collection fee per additional 64-gallon barrel;** or take any other action thereon.

Sponsored and Supported by the Board of Health  
Finance Committee recommends adoption of this article  
**Select Board** recommends adoption of this article

**ARTICLE 11.** To **act on the list of proposed equipment and capital purchases** for FY 2024 and see what sums of money the Town will vote to transfer from Free Cash, for the use of several departments for fiscal year 2024, and authorize expenditure of these funds for such purposes under the direction of the appropriate listed department and authorize the Select Board or School Committees to dispose of any equipment declared surplus if replaced; or take any other action thereon.

Sponsored and supported by the **Select Board**  
Estimate: **\$1,128,200**  
Finance Committee recommends adoption of this article  
**Permanent Building Committee** recommendations as noted  
Sustainability Committee recommendation as noted  
The proposed FY24 capital budget is printed on page **21** of this warrant.

**As of April 7, 2023**

Items highlighted in yellow are placeholders, there have been no votes taken to date.

**ARTICLE 12.** To see if the Town will vote to transfer and appropriate from Free Cash the sum of \$167,451 to be expended by the Masconomet Regional School District Committee, with the advice of the School Superintendent, to design and permit artificial turf athletic fields, including all incidental and related expenses, or take any other action thereon.

Sponsored and supported by the Masconomet Regional District School Committee Finance Committee does not recommend adoption of this article  
Select Board recommends adoption of this article

**ARTICLE 13.** To see if the Town will vote to appropriate \$550,000.00 to be expended, under the direction of the Select Board, to purchase and equip a replacement fire truck mini pumper tanker vehicle (to be known as Engine 6), including the payment of all costs incidental or related thereto (the “Project”); and to meet this appropriation, authorize the Treasurer with the approval of the Select Board to borrow said amount under and pursuant to Massachusetts General Laws Chapter 44, Section 7, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; and to authorize the Chief Procurement Officer and the Select Board to enter into any and all agreements and execute any and all instruments as may be necessary on behalf of the Town to effectuate the execution of said Project; provided further that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount received prior to the issuance of any bonds or notes under the authority of this vote; or take any other action thereon.

Sponsored and supported by Select Board  
Finance Committee recommends adoption of this article

**ARTICLE 14.** To see if the Town will vote to appropriate or reserve from the Community Preservation Fund annual revenues in the amounts recommended by the Community Preservation Committee for committee administrative expenses, debt service, community preservation projects and other expenses in Fiscal Year 2024, with each item to be considered a separate appropriation:

**Appropriations:**

From FY 2024 estimated annual revenues for Lincoln Hall Renovation Bond expense	\$40,775
From FY 2024 estimated annual revenues for Haynes Land Purchase Bond expense	\$116,500
From FY 2024 estimated annual revenues for Aaron Wood Renovation Bond expense	\$14,151
From FY 2024 estimated annual revenues for Boxford Commons Bond expense	\$133,500
From FY 2024 estimated annual revenues for 10 Elm Street Bond Expense	\$75,000
From FY 2024 estimated annual revenues for Committee Administrative Expenses	\$66,469

**Reserves:**

From FY 2024 estimated annual revenues for Community Housing Reserve	\$132,939
From FY 2024 estimated annual revenues for Historic Reserve	\$3,013

**As of April 7, 2023**

Items highlighted in yellow are placeholders, there have been no votes taken to date.

From FY 2024 estimated annual revenues for Open Space Reserve	\$16,439
From FY 2024 estimated annual revenues for Budgeted Reserve	\$700,000

or take any other action thereon.

Sponsored and supported by the **Community Preservation Committee**  
**Finance Committee** recommends adoption of this article  
**Select Board** recommends adoption of this article

**ARTICLE 15.** To see if the Town will vote to authorize the Select Board to acquire by purchase, gift, eminent domain, or otherwise all or a portion of a 35+ acre parcel of land on Herrick Road, Boxford, also known as the Dorman Property, shown on a plan of land entitled “Compiled Plan in Boxford, MA Prepared for Town of Boxford,” drawn by Donohoe Survey, Inc., dated January 25, 2023, on file with the Town Clerk; that said land be conveyed to the Town of Boxford under the provisions of Massachusetts General Laws, Chapter 44B, as it may hereafter be amended, and to be under the care, custody, management and control of the Select Board and held for the following purposes authorized under the Community Preservation Act:

- a) Acquisition, creation, preservation, rehabilitation and restoration of open space, and
- b) Acquisition, creation, preservation, rehabilitation and restoration of land for recreational use;

and that to fund said purchase including all costs incidental and related thereto including closing costs, legal expenses and feasibility studies and associated plans, to appropriate the sum of 1,500,000 or any other amount; and that to meet this appropriation, the sum of \$100,000 be transferred from the Undesignated Community Preservation Fund balance, and that the Treasurer, with the approval of the Select Board, be authorized to borrow the sum of \$1,400,000 pursuant to Chapter 44 § 7 and/or Chapter 44B § 11 and/or any other enabling authority; and to authorize the Select Board to grant conservation restrictions or other such perpetual restrictions as may be permitted pursuant to the Community Preservation Act, on all or any portion of said parcel; and, further, to authorize the Select Board to apply for and accept grants, donations or reimbursements for this purpose in any way connected with the scope of this article, and to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to effect said purchase, or take any other action thereon.

Sponsored and supported by the **Community Preservation Committee**  
**Finance Committee** does not recommend adoption of this article  
**Land Committee** recommends adoption of this article  
**Select Board** recommends adoption of this article

As of April 7, 2023

Items **highlighted in yellow** are placeholders, there have been no votes taken to date.

**ARTICLE 16.** To see if the Town will vote to appropriate **\$25,000 from the Undesignated Community Preservation Fund balance to fund the preparation of a wetland delineation, survey plan, concept designs and preliminary project plan** for construction of a new playground to replace the existing playground at Johnson Field located at 7A Spofford Road; said funds to be expended under the direction of the Permanent Building Committee, or take any other action thereon.

Sponsored and supported by the Community Preservation Committee  
Finance Committee recommends adoption of this article  
**Permanent Building Committee** recommends adoption of this article  
**Recreation Committee** recommends adoption of this article  
**Select Board** recommends adoption of this article

**ARTICLE 17.** To see if the Town will vote to appropriate **\$3,000 from the Community Preservation Historic Fund balance to help fund the demolition of an existing retaining wall and the construction of a new retaining wall** at the Mt. Vernon Cemetery located on Main Street and identified as Assessor's map 12, block 1, lot 14, including any related costs and expenses; with matching funds provided by the Mt. Vernon – Brookside Cemetery Corp for a total project costs of \$5,973, said funds to be expended under the direction of the Community Preservation Committee, or take any other action thereon.

Sponsored and supported by the Community Preservation Committee  
Finance Committee recommends adoption of this article  
**Select Board** recommends adoption of this article

**ARTICLE 18.** To see if the Town will vote to (a) authorize the Select Board to acquire, by purchase, gift and/or eminent domain, the fee to and/or permanent and/or temporary easements, for public way purposes, including without limitation, for the construction, installation, maintenance, improvement, repair, replacement and/or relocation of a shared path and rights of way, slopes, grading, construction, landscaping, and other appurtenances and/or facilities, to enable the Town to undertake the Boxford/Georgetown Border to Boston Project and for any and all purposes incidental or related thereto, in, on and under certain parcels of land approximately shown on plans entitled "Massachusetts Department of Transportation Highway Division Plan and Profile of Border to Boston Trail in the Towns of Boxford & Georgetown Essex County," prepared by Stantec, on file with the Town Clerk, as said plans may be amended and/or incorporated into an easement plan, and land within 200 feet of said parcels; (b) transfer the care, custody, and control of a portion or portions of the Town-owned property or properties shown on the aforesaid plans from the board or officer having custody of the same for the purposes for which such properties are currently held to the Select Board for shared path and public way purposes and

**As of April 7, 2023**

Items **highlighted in yellow** are placeholders, there have been no votes taken to date.

further to dedicate said portions of the Town-owned properties to the foregoing purposes, and, if applicable, authorize the Select Board to submit petitions to the General Court to allow the foregoing under Article 97 of the Massachusetts Constitution or otherwise; (c) authorize the Select Board to enter into all agreements and take any and all actions as may be necessary or appropriate to effectuate the foregoing purposes; or take any other action thereon.

Sponsored and supported by the **Select Board**  
Border to Boston Trail Committee recommends adoption of this article

**ARTICLE 19.** To see if the Town will vote to authorize the Select Board to acquire, by gift; or otherwise, a permanent easement for the purpose of access to and the right to operate, maintain, repair and replace a fire hydrant located at property known as 791 Main Street, Boxford; and, further, to authorize the Select Board to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town to carry out the purposes of this article, or take any other action thereon.

Sponsored and supported by the Select Board

**ARTICLE 20.** To see if the Town will vote to amend Chapter 7, Section 7-15 the of Town’s general bylaw by striking the language as indicated below and by inserting the ***bold, italicized text***:

A Council on Aging of ~~seven~~ ***nine*** members shall be appointed by the Select Board for four-year overlapping terms of office. The terms of no more than three members shall expire in any calendar year. Members shall be eligible for reappointment for concurrent terms.

Sponsored and supported by the Select Board  
Council on Aging recommends adoption of this article

**ARTICLE 21.** To see if the Town will vote to amend subsection D of Section IV (“Apportionment of Capital Costs”) of the Masconomet Regional School District Agreement, as recommended by the Masconomet Regional School District School Committee, by striking the language as indicated below and by inserting the ***bold, italicized text***:

**D. Apportionment of Capital Costs**

***1.*** All capital costs of the regional school district for ~~each fiscal year~~ ***Fiscal Year 2024*** shall be apportioned ~~annually~~ to the member towns on the basis of their respective pupil enrollments on October 1 of the preceding year in grades 7 through 12 residing in each member town and receiving education at

As of April 7, 2023

Items **highlighted in yellow** are placeholders, there have been no votes taken to date.

such town's expense, except that pupils for whom a member town is paying tuition for *non-resident vocational programs or special education* as provided under Chapters 74 and 71B of the General Laws, and pupils attending the Essex North Shore Agricultural and Technical School shall be excluded from the pupil enrollments for this purpose. Each member town's share for ~~each fiscal year~~ **Fiscal Year 2024** shall be determined by computing the ratio which that town's pupil enrollment as specified above bears to the total of such pupil enrollments in all the member towns of the regional school district on that same date. Debt service included in capital costs shall be apportioned as a capital cost of the year in which the same falls due.

*2. All capital costs of the regional school district for Fiscal Year 2025 shall be apportioned to the member towns on the basis of their respective pupil enrollments on October 1 of the preceding four (4) years in grades 7 through 12 residing in each member town and receiving education at such town's expense, except that pupils for whom a member town is paying tuition for non-resident vocational programs or special education as provided under Chapters 74 and 71B of the General Laws, and pupils attending the Essex North Shore Agricultural and Technical School shall be excluded from the pupil enrollments for this purpose. Each member town's share for Fiscal Year 2025 shall be determined by computing the ratio which that town's pupil enrollment as specified above bears to the total of such pupil enrollments in all the member towns of the regional school district on October 1 of the preceding four (4) years. Debt service included in capital costs shall be apportioned as a capital cost of the year in which the same falls due.*

*3. All capital costs of the regional school district for Fiscal Year 2026 and thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments on October 1 of the preceding five (5) years in grades 7 through 12 residing in each member town and receiving education at such town's expense, except that pupils for whom a member town is paying tuition for non-resident vocational programs or special education as provided under Chapters 74 and 71B of the General Laws, and pupils attending the Essex North Shore Agricultural and Technical School shall be excluded from the pupil enrollments for this purpose. Each member town's share for Fiscal Year 2026 and thereafter shall be determined by computing the ratio which that town's pupil enrollment as specified above bears to the total of such pupil enrollments in all the member towns of the regional school district on October 1 of the preceding five (5) years. Debt service included in capital costs shall be apportioned as a capital cost of the year in which the same falls due.*

Or take any other action thereon.

Sponsored and supported by the Masconomet Regional School District School Committee.

Select Board recommends adoption of this article.

Finance Committee recommends adoption of this article.

**ARTICLE 22.** To transact any other business that may legally come before said meeting.



## ALCOHOL DISTRIBUTION PERMIT ON TOWN PROPERTY

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

The Board of Selectmen is empowered through Massachusetts General Laws Chapter 138, Section 14 to issue "Special Liquor Licenses" to qualified applicants. Such licenses are generally issued for a specific event and for a fixed amount of time, usually one day or less. The Board of Selectmen may grant such a license after receiving an "application for license," submitted by the individual responsible for the management of liquor at that event. For-profit organizations may only be issued beer and wine licenses, while non-profit groups may be issued full licenses at the sole discretion of the Board of Selectmen.

The procedure to be observed by the applicant is as follows:

- 1) Submission of completed application for license to the Board of Selectmen and a copy to the Police Chief. Said license application shall specify the exact location, date, and time of the planned event. An approximate number of attendees will also be listed. The individual in charge of the management of the liquor distribution must be identified. The application shall be submitted to the Board of Selectmen at least ten business days prior to the event.
- 2) No special licensee shall sell any alcoholic beverages other than those purchased from a licensed wholesaler. The hours of operation shall be established by the Board of Selectmen, provided, however, that no special licensee shall sell or deliver any alcoholic beverage between the hours of 2:00 a.m. and 8:00 a.m. The special license shall be subject to such other terms and conditions as the Board of Selectmen deem necessary to protect public health, safety and welfare.
- 3) The Board of Selectmen requires that any server of alcohol licensed in the Town of Boxford pursuant to this policy will be TIPS Certified (T.I.P.S. - *Training and Intervention Procedures for Servers of alcohol*).
- 4) The applicant shall submit of a liquor liability insurance policy in the minimum amount of \$1,000,000 and such other insurance as may be required by the Board of Selectmen, which names the Town as an additional insured to the Board of Selectmen.
- 5) The application shall include a release and indemnification agreement sufficient to absolve the Town of any liability in connection with the event.
- 6) The manager of the event will sign a statement that they understand and will comply with the provisions of M.G.L. Chapter 138 as they relate to the sale of alcoholic beverages to minors, and to intoxicated persons.
- 7) The Selectmen shall determine the fees to be charged. Unless otherwise voted by the Selectmen, the fee for a temporary license shall be \$50.00 per event, per day.
- 8) A completed permit shall be prepared by the Selectmen's office and signed by the Board. A copy shall be sent to the Chief of Police who will determine the need for police coverage for the event and will so inform the Selectmen. If police coverage is required, such coverage shall be paid for by the applicant. The original permit will be sent to the applicant, who will have it in their possession during the event.

**APPLICATION FOR THE ALCOHOL DISTRIBUTION PERMIT ON TOWN PROPERTY  
BOARD OF SELECTMEN**

I hereby apply for a permit to distribute alcoholic beverages in a public building owned by the Town of Boxford.

I understand and accept the provisions of Massachusetts General Laws Chapter 138, regarding the prohibition of distribution of alcoholic beverages to minors (any individual under the age of 21), and to intoxicated persons. The person identified below is to be in charge of the event, and will make sure that alcoholic beverages are not distributed contrary to the above referenced chapter. Issuance of this permit is contingent upon receipt by the Board of Selectmen of a liquor liability insurance policy which names the Town as an additional insured.

On behalf of myself and my heirs, successors, and assigns, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Town of Boxford and/or its employees, volunteers, officials, boards, agents and representatives from any and all liability, claims, demands, actions and causes of action whatsoever, whether known or unknown, both in law or in equity, which I have or may have had from the beginning of the world to the date of execution of this Application, arising out of or related to my use of Town property, including but not limited to any and all claims, demands, losses, costs, damages, liabilities and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by any person, or to any property.

I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Town of Boxford, its agents, representatives, officers and employees, against any claims, demands, losses, costs, damages, liabilities and causes of action whatsoever by any person, including damages, costs and attorneys' fees, arising out of or related to my use of Town property, including but not limited to claims for injury or death to persons or loss or damage to any property occurring as a result of or in any way related to the disinterment.

The obligations of indemnification and release as stated herein shall survive expiration of the permit.

Boxford Community Center  
Building where event will be held

Saturday, April 15<sup>th</sup> 2023  
Date of event

Dulce Williams  
Individual in charge of event

Grand Opening  
Type of function to be held

6pm - 9pm  
Time of event



I hereby make application to the Board of Selectmen for a permit to distribute alcoholic beverages according to the terms of the agreement as stated above.

Dulce Williams  
Person making application

4/4/23  
Date

Staffing & Sales Manager  
Title

-----  
**-Do Not Write Below This Line-**

Action of Board of Selectmen

\_\_\_ Application granted \_\_\_\_\_ Date

Fee Collected: \_\_\_\_\_

Insurance Certificate Received ( ) Yes ( ) No

TIPS Server Verified ( ) Yes ( ) No

\_\_\_ Application denied \_\_\_\_\_ Date

\_\_\_\_\_  
Authorized representative of Board of Selectmen

\_\_\_\_\_  
Date



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tarpey Insurance Group, Inc. 442 Water St. Wakefield, MA 01880	CONTACT NAME: <b>Liz Kent</b>		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED  Capers, Inc. 30R Pine Street Stoneham, MA 02180-2048	INSURER A : <b>Travelers Property Casualty Co of America</b>		<b>25674</b>
	INSURER B : <b>Travelers Casualty Ins. Co. of America</b>		<b>19046</b>
	INSURER C : <b>Travelers Indemnity Company of CT</b>		<b>25682</b>
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>X</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X</b> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>6807N138718</b>	<b>6/5/2022</b>	<b>6/5/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BA7N140911</b>	<b>6/5/2022</b>	<b>6/5/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>A</b>	<b>X</b> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>5,000</b>			<b>CUP6N626581</b>	<b>6/5/2022</b>	<b>6/5/2023</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <b>N</b> If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>UB7N140529</b>	<b>6/5/2022</b>	<b>6/5/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

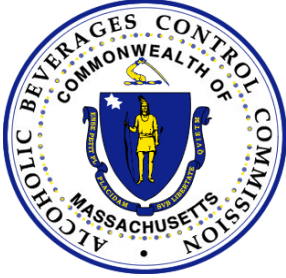
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Caterers.

certificate holder is additional insured for catering event on Saturday April 15, 2023

## CERTIFICATE HOLDER

## CANCELLATION

10 Elm Foundation 10 Elm Street Boxford, MA 01921	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Elyse Kent</i>



Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**CATERER'S LICENSE**

**M.G.L. c. 138, § 12C**

This License permits the following licensee to: (a) to sell and serve alcoholic beverages to be served and drunk on the premises where the licensee caters a private event that is not open to the public; and (b) to store, transport, sell and deliver alcoholic beverages in the ordinary course of the licensee's business:

**Capers, Inc.**

30 Pine Street  
Stoneham, MA 02180

Approved by the Alcoholic Beverages Control Commission on November 18, 2022.

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

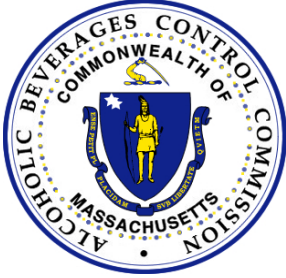
Deborah Baglio, Commissioner

License Number: **CR-LIC-000043**

Record Number: **2022-000058-CR-REN**

**THIS LICENSE WILL EXPIRE DECEMBER 31, 2023 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**TRANSPORTATION & DELIVERY PERMIT**

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

**D94085**

Related License:

CAPERS, INC.

ABCC License Number: CR-LIC-000043

License Type: Caterer

Approved by the Alcoholic Beverages Control Commission on November 18, 2022

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **TR-LIC-000069**

Record Number: **2022-000058-CR-REN**

**THIS PERMIT WILL EXPIRE DECEMBER 31, 2023 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES



**From:** [James Riter](#)  
**To:** [Leanne Mihalchik](#)  
**Subject:** Re: Capers Catering Liquor Permit  
**Date:** Tuesday, April 4, 2023 3:32:33 PM  
**Attachments:** [image001.png](#)  
[image001.png](#)

---

I have no concerns

Jim

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Leanne Mihalchik <LMihalchik@town.boxford.ma.us>  
**Sent:** Tuesday, April 4, 2023 3:31:10 PM  
**To:** James Riter <JRiter@town.boxford.ma.us>  
**Subject:** FW: Capers Catering Liquor Permit

Hi Chief

The COA is hiring a caterer for the grand opening of the Center at 10 Elm on Saturday, April 15 – they have applied for a distribution of alcohol on town property permit. Do you have any issue with this being approved?

Thanks!  
Leanne

*Leanne Mihalchik*

Administrative Services Manager/HR Coordinator  
Town of Boxford  
7A Spofford Road  
Boxford, MA 01921  
Phone: 978-887-6000 x111  
Fax: 978-887-0758

***This email is subject to MGL c66s10, Public Records Law***

---

**From:** Dulce Williams <dwilliams@caperscatering.com>  
**Sent:** Tuesday, April 4, 2023 12:01 PM  
**To:** Leanne Mihalchik <LMihalchik@town.boxford.ma.us>; Matt Coogan <mcoogan@town.boxford.ma.us>; Brendan Sweeney <bsweeney@town.boxford.ma.us>  
**Subject:** Capers Catering Liquor Permit

External Sender

MEMORANDUM OF AGREEMENT

BETWEEN

TOWN OF BOXFORD

And

BOXFORD PROFESSIONAL FIRE FIGHTERS, LOCAL 5305,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
AFL-CIO

Effective: July 1<sup>st</sup> 2023

Expiring: June 30<sup>th</sup> 2026

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**AGREEMENT**

THIS AGREEMENT entered into by the TOWN OF BOXFORD, hereinafter referred to as the "Employer" or "Town", and the BOXFORD PROFESSIONAL FIRE FIGHTERS, LOCAL 5305, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the "Union" is created to promote a harmonious relationship between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment

**ARTICLE 1 RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all members, as defined by the February 8, 2022 CERB decision (Case No. MRC-20-8361), at the rank of Captain and below, employed by the Town of Boxford Fire Department, excluding the Chief of the Department, the Deputy Chief, all civilian personnel and all other employees of the Town.

**ARTICLE 2 UNION SECURITY**

There shall be no discrimination by the Town or any other agents of the Employer against any employee, because of his/her activity or membership in the Union, in accordance with M.G.L. c. 150E s.10.

There shall be no discrimination by the Union or any of its members against any employee because of his/her refusal to voluntarily join the Union or voluntarily pay an Agency Fee.

**ARTICLE 3 UNION DUES**

The Town shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each payroll cycle. The amounts deducted shall be sent to the Union's office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

Any authorization for deduction of dues shall be on the following form:

**PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF**

I authorize the Town of Boxford to deduct Union Dues, in the amounts specified by the Union, from my regular paycheck and to remit that money to International Association of Fire Fighters AFL-CIO, Local 5305 Boxford Professional Fire Fighters.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) calendar days' [pursuant to M.G.L. c. 180, § 17A, authorization for payroll deduction may be irrevocable pursuant to the terms of that authorization for a period of not more than 1 year after the authorization and shall be revocable solely pursuant to the terms of revocation specified in the employee authorization. If an authorization for payroll deduction does not specify the terms for revocation, then the authorization may be withdrawn by the employee by giving not less than 60 calendar days' notice in writing of that withdrawal to that employee's employer responsible for implementing payroll deductions and by filing a copy of the notice with the treasurer of the employee organization.] prior written notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

---

Signature

Name:

Address:

#### **ARTICLE 4 UNION BUSINESS**

Union officials are granted up to a maximum of thirty-six (36) paid hours of leave, annually, to conduct Union business so long as no overtime obligation is incurred by the Town.

A written list of Union officers and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes.

The above designated officers of the Union shall be granted reasonable time during working hours, at periods and times which will not interfere with the operations of the Department, and with the approval of the chief of the Department, to investigate and settle grievances, post Union notices, or for other authorized activities as set forth in this agreement.

#### **ARTICLE 5 ACCESS TO PREMISES**

Upon approval of the Fire Chief, the Employer agrees to permit duly authorized representatives of the Union, The PFFM or the I.A.F.F., to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.

## **ARTICLE 6 MEMBERSHIP NOTIFICATION**

On or about July 1 of the new fiscal year the town will provide a list of those employees, working as firefighters, who are determined to be “part-time employees” based upon the criteria established for the definition of a “part-time employee” in the 2/8/2022 CERB decision Case NO. MCR-20-8361 and eligible to be included in the “Union”.

New members will be notified via email to all members and a hard copy of this email will be posted in a conspicuous place at both East and West fire stations. All members may request their hours worked from this Town calculated list for both toned calls and training, as determined by the CERB criteria as defined in CERB Case No. MRC-20-8361.

## **ARTICLE 7 MANAGEMENT RIGHTS**

The Town retains all rights it had prior to the signing of this Agreement, except such rights that are modified by this Agreement.

A. Unless an express, specific provision of this Agreement clearly provides otherwise, the Town and such other officials as may be authorized to act on its behalf, retain all rights and prerogatives to manage and control the functions in which Union personnel are employed.

B. The Town shall have supervision and command of Union members through its Fire Chief and command structure unit.

C. By way of example, but not limitation, management retains the following rights: to determine the mission, budget and policy of the Department and the Town; to determine the organization of the Department, and the number types or grades of employees assigned to a shift, vehicle, building, work project or task; to determine whether non-fire services work will be performed by Union personnel or outside contractors, regardless of whether such work was formerly performed by such personnel; to determine the policies and practices and make all determinations involving or affecting the hiring, appointment, promotion, assignment, direction, and transfer of personnel; to determine the care, maintenance and operation of the equipment and property to be used, and clothing to be worn in the performance of duty; to establish qualifications for ability to perform work in jobs, ranks, classes or ratings, including physical, intellectual and mental health qualifications; to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours or shift schedules; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to make, amend, and enforce such rules, regulations, Standard Operating Procedures, and policies from time to time as management deems appropriate; to discharge, suspend, demote, or take other disciplinary action against employees for just cause; to establish new jobs; abolish or change existing jobs; and determine where and by whom work will be done; to grant and schedule leaves; including but not limited to sick leave and administrative leave; to require and assign overtime; to relieve employees due to the incapacity to perform duties or for any other lawful reason; and, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct; to manage its operations generally; to contract and

subcontract work; to direct, manage, train, supervise, and evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations; to establish new job descriptions, abolish, change, and interpret existing job descriptions; to increase, diminish, change or discontinue operations in whole or in part; to determine the level of services to be provided, and to alter, add to or eliminate the existing methods, processes, materials, products, equipment, facilities or programs; to determine the location, organization, number and training of personnel; to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, to assign employees to duties and tasks from time to time, to assign shifts and to change the shift assignments from time to time; to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts; to institute technological changes and/or revise processes, systems or equipment from time to time; to determine the professional standards for on-duty appearance of employees; to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing; and, to determine whether goods should be leased, contracted or purchased.

D. The failure to exercise any management right shall not be deemed a waiver.

E. The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or Union shall not be subject to any further bargaining during the term of the Agreement. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance and arbitration provisions of this Agreement unless it is alleged that such action by the Town violates another specific Article or Section of this Agreement.

#### **ARTICLE 8 DISCIPLINE**

Should a member be formally disciplined by the Chief or his/her designee. Any meeting/hearing/interview relating to this discipline an employee will have the right, upon his/her request, to have a Union representative present on his/her behalf.

#### **ARTICLE 9 PERFORMANCE EVALUATION**

Members will participate in the Town's Performance Evaluation process. Performance evaluations provide a way to let members know how they are doing and what will be expected of them in the future. They will not be used for disciplinary purposes, nor do they effect compensation.

#### **ARTICLE 10 GRIEVANCE, ARBITRATION PROCEDURE:**

The term "grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

The employee or Union shall present their grievance in writing to the Chief within 10 working days of the incident. The Chief shall meet with the employee or Union within three (3) working days for safety-

related grievances and 10 working days for all other grievances to adjust the grievance in an informal manner.

If the employee's or Union's grievance is not resolved within three working days for safety-related grievances or within 10 working days for all other grievances, after presentation to the Chief, the employee or Union may, within two calendar weeks refer the grievance to the Select Board.

Such grievance shall be in writing and shall give pertinent information relative to the grievance, and indicate the relief requested. The Select Board shall meet with the employee or Union within one week for safety grievances and within two weeks for all other grievances and shall render a decision in writing within two weeks. Copies of the decision of the Select Board shall be submitted to the Union and the employee.

If the Union is not satisfied with the Board's decision, then the matter may be referred to arbitration within two weeks after the final decision by the Select Board has been presented to the employee or Union. This two-week notice shall be satisfied by written notice to the Select Board that the Union intends to file for arbitration.

A request for arbitration shall state, in reasonable detail, the nature of the dispute, the specific provision(s) of the agreement alleged to have been violated, and the remedy requested. The request shall be sent to the Labor Relations Connection and a copy shall be furnished to the Town. The parties shall first attempt to agree on an arbitrator. If agreement on an arbitrator cannot be reached, a request shall be filed with the Labor Relations Connection and a copy shall be furnished to the Town.

Grievances may be settled without precedent at any stage of this procedure.

Nothing contained herein shall be construed to authorize any arbitrator to alter or modify this agreement or any of its provisions or take any action to prevent the Town and the Union from settling by mutual agreement.

The time limits set forth in this Article may be extended by mutual written agreement of the parties.

#### **ARTICLE 11 EMPLOYEE FILES**

Union members shall have access to their personnel file in accordance with M.G.L. Chapter 149 Section 52C.

#### **ARTICLE 12 NO STRIKES**

A. No person covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the concerted withholding of overtime services.

B. The Union agrees that neither the Union nor any of its officers, agents or members, nor any fire fighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of

services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the concerted withholding of overtime services, including upon termination of this Agreement.

C. The Union agrees further that should any firefighter or employee or group of firefighters or group of employees covered under this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such firefighter or employee or group of firefighters or group of employees to terminate such job action.

D. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against a firefighter or employee, and such other action that the Town may deem appropriate.

E. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

#### **ARTICLE 13 NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement because of because of race, sex, gender identity, sexual orientation, genetic information, marital status, religion, creed, color, ancestry, national origin, or service in a uniformed military service of the United States. Parties agree claims of discrimination under this Article shall not be the subject of a grievance or arbitration.

#### **ARTICLE 14 MINIMUM STAFFING**

The minimum staffing per shift is recognized as 3 firefighters. The Town will make a reasonable attempt to fill open shifts in the event of illness, injury, or scheduled time off if the staffing level falls below 3 firefighters. The Chief can serve as one of the 3 firefighters.

#### **ARTICLE 15 REDUCTION IN FORCE**

If a reduction in force is required due to lack of money, lack of work, abolition of position, or other reason deemed necessary by the Town, the following procedure shall apply. Probationary employees shall be laid off first, but without the recall rights.

Next, employees who have completed their probationary periods shall be laid off by classification in inverse order of seniority. For purposes of layoff and recall, seniority is defined as length of continuous service as an employee (including probationary period, both call, part-time and fulltime if applicable) within the Boxford Fire Department.

An employee who is laid off will have recall rights for 1 years from the date of layoff. Employees who have recall rights, regardless of classification, shall be offered reinstatement in order of seniority before any new employee are hired.

An employee in a layoff status for more than 1 year shall be required to pass a physical examination by a Town-designated physician before being recalled, provided that said employee shall have had a physical examination, at Town expense. The Employee shall also maintain all qualifications under the qualifications section.

#### **ARTICLE 16 HOLIDAYS**

Each member of Local 5305 shall be entitled to the twelve (12) following paid: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 12:01 A.M. of each holiday permitted.

An employee required to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive double time for time worked.

#### **ARTICLE 17 VACATIONS**

Employees are entitled to paid vacation time in accordance with the Towns bylaws

#### **ARTICLE 18 OVERTIME**

Shall be paid at 1 and ½ times (1.5) the firefighter's hourly rate.

#### **ARTICLE 19 SHIFT SWAPS**

Under the appropriate circumstances subject to approval by the Chief, members may be allowed to swap shifts with each other at no additional cost to the Town.

#### **ARTICLE 20 BEREAVEMENT**

All eligible employees shall be entitled to up to four days leave at the normal per diem rate due to a death in the immediate family. The immediate family includes a spouse, parent, child, siblings, legally adopted children, grandparents, grandchild, parent of spouse, or person living in the employee's household at the time of death. Upon the death of an aunt, uncle, niece, or nephew, an employee is entitled to leave without loss of pay for a maximum of one day. Satisfactory evidence of death must be made to the employee's supervisor if requested. The length of the leave shall take into account the closeness of the relationship and travel arrangements necessary to attend either the funeral or memorial service.



**ARTICLE 21 SICK LEAVE**

The Town will grant sick leave to any firefighter who absents himself/herself from the job because of personal sickness, quarantine in his/her household, or if his/her presence is needed at home because of family illness, for family illness the Department Head or Town Administrator may require a doctor's certificate.

To be eligible for sick leave, the firefighter must properly notify the Fire Chief of the department that he/she will not report to work at least one hour before the commencement of his/her tour of duty. All notices should be given as soon as possible to allow time to make necessary adjustments.

Sick Leave will be accrued per the Towns bylaws. Sick leave buy back will adhere to the Towns sick leave buyback bylaws.

**ARTICLE 22 PERSONAL DAYS (LEAVE)**

Each firefighter covered by this Agreement shall be entitled to thirty-two (32) hours of personal leave per fiscal year, subject to the operating needs of the Department, as determined by the Fire Chief.

Personal leave may not be carried forward but must be used before the fiscal year end in the FY year in which they are earned.

**ARTICLE 23 COMPENSATORY TIME**

No employee shall be required to accept compensatory time off in lieu of monetary compensation for overtime service, but may, at his/her own option elect to receive one and a half hours of compensatory time off for each hour or fraction thereof of overtime service worked.

Compensatory time off shall be subject to approval by the Fire Chief for scheduling purposes.

An employee cannot earn or carry more than 30 hours of compensation time in a fiscal year.

Compensatory time but must be taken within the fiscal year or it shall be paid as overtime worked during the last pay period in June of each fiscal year. Compensation time must be scheduled and approved by the Fire Chief by May 31st.

**ARTICLE 24 FAMILY MEDICAL LEAVE**

An eligible member may exercise his/her right to take leave, either paid or unpaid, as afforded by state or federal law, but must do so in accordance with the parameters of the relevant state or federal law. Said leave shall include, but is not limited to, family and medical paid and unpaid leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and small necessities unpaid leave pursuant to the Massachusetts Small Necessities Leave Act of 1998 (SNLA). Upon request of a member, relevant information pertaining to leave associated with this section will be provided by the office of the Select Board.

## **ARTICLE 25 JURY DUTY**

An employee required to perform jury service shall be allowed to leave work, and, to the extent provided by applicable law or Town bylaw/regulation, shall receive his/her regular pay for the time.

## **ARTICLE 26 INJURY LEAVE**

Injured on duty shall be governed by and administered according to the rules and regulations of the Boxford Fire Department.

### SECTION I REPORT OF INJURY:

A- Any Union member injured, through no fault of his/her own, while performing his/her duty as a firefighter shall report the injury immediately to the officer in charge. The initial report may be made orally. Within forty-eight (48) hours of the incident, the Union member shall file with the Chief a written report of the injury on a form provided by the Town and available from the Chief. If the Union member is unable to file the report because of the nature or extent of his/her injuries, the report may be completed and submitted by someone acting on his/her behalf. The Chief shall forward a copy of the form to the Town Administrator.

B- Injured in the Line of Duty: Union members shall be governed by M.G.L. c. 41, Section 111 F, and all decisional law interpreting that statutory provision.

C- Application for Compensation for IOD: Any full-time fire fighter must apply for compensation on a form provided by the Town and available from the Chief. The form must be returned to the Chief. In order to assure that the full-time fire fighter promptly receives compensation, maintains eligibility for compensation under this Article, and to assure all parties that compensation is appropriate, any full-time fire fighter making application for compensation will:

Complete any and all insurance forms;

- I. Pursuant to A, complete a signed, detailed report stating the nature and cause of injury to the Chief as soon as possible after such injury occurs;
- II. Submit a letter from his/her doctor stating the nature of the injury, along with an estimate of how long the full-time fire fighter will be incapacitated as a result of the injury;
- III. Submit to examination at reasonable times by a physician representing the Town. The Town shall pay for said examination; and
- IV. Provide to the Town's physician complete records from his/her attending physician pertaining to the specific injury for which the full-time fire fighter is receiving compensation.

SECTION II DECISIONS CONCERNING ELEGIBILITY: All decisions concerning eligibility for 111F benefits shall be made by the Town Administrator. The Town Administrator may delay a final decision on

eligibility pending investigation up to 30 days. The Town and the Union may agree to extend the delay a final decision beyond 30 days. The Town Administrator may reverse a decision based upon new information at any time.

## **ARTICLE 27 LIGHT DUTY**

Light Duty may be offered to a member at the sole discretion of the Chief. Procedure for assigning light duty is subject to the Chief.

## **ARTICLE 28 INDEMNIFICATION**

In accordance with Massachusetts General Laws, Chapter 258, Section 9, the Town shall defend all civil actions brought against an employee, subject to the additional provisions of this Article. The Town shall indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee at the time of such intentional tort or such act or omission was acting within the scope of his/her official duties. No such employee shall be defended or indemnified if he/she acted in a grossly negligent, willful, or malicious manner.

In the event that any employee is charged with committing a criminal offense in the course of his/her work performance and while on duty, the Town may, in its sole discretion, provide legal counsel to and defend such employee in the District and Superior Courts, at its expense. If the Town elects not to provide legal counsel to and defend such employee, and such employee is subsequently found not guilty of such accusations in a court or by an authorized clerk of such court, the Town will reimburse such employee for reasonable attorneys' fees and witness fees, if any, incurred by such employee in defending himself/herself against such charges. Such payment will be made after review by the Town Counsel of the Town. Prevailing area legal rates shall apply.

The preceding sections will not apply to legal actions where a complainant or an adverse party is a member of the Boxford Fire Department. In the event of such action, the Town shall exercise sole and exclusive discretion concerning whether or not the Town will defend and/or indemnify such employee. This section shall not be subject to the grievance procedure of the Agreement.

## **ARTICLE 29 COMPENSATION**

### **SECTION I PART-TIME FIREFIGHTER:**

All part-time fire department employees who meet the CERB defined work hours criteria shall be paid Step 1 pay for their rank. Part-time firefighters shall be eligible to move up to Step 2 of their rank after 3 consecutive years of eligibility based upon the hours criteria, 686 hours per FY, or have worked at least 2080 hours and maintained eligibility in the unit each FY. Part-time firefighters hired as full-time firefighters shall move to the next step in that rank upon hire.

## SECTION II: FULL-TIME FIREFIGHTER

The Salary Schedule under this Agreement shall be set forth in (Appendix A). A member shall move up one step per FY based upon the rank of the member. All full-time Fire Fighters must have or attain within their probationary year, or a period agreed to by the Chief, a Massachusetts EMT or higher certification, be Pro-Board-certified Firefighter I/II and Hazmat OLR from the Mass Career Fire Academy or the Mass Call/Vol Academy and have their Pump Operator Qualifications. In addition, members shall maintain a valid driver's license. The Town shall reimburse the employee for any related costs for obtaining EMT, Firefighter I/II or Hazmat OLR courses.

## SECTION III: LONGEVITY

Employees who have completed 10 years or more of continuous employment will be eligible for an additional payment in accordance with the following schedule:

Completed 10 but fewer than 15 years: 2.5% of base wages received in the previous fiscal year.

Completed 15 years the previous fiscal year: 5.0% of base wages received in the previous fiscal year.

The longevity payment is in the form of a lump sum. It is calculated and paid after each fiscal year in which the employee becomes or remains eligible has ended. The payment is derived from base wages attributable to the employee's normally scheduled hours per week. It does not recognize time beyond that normally scheduled, overtime, leaves (other than vacations and holidays) or other absences.

## **ARTICLE 30 CALLBACK**

Employees mandated to work on a scheduled day off, or during their vacation, or before or after their regularly scheduled working hours including storm coverage shall be paid on a double time rate for all such time.

Employees mandated to work when off duty shall be paid two times (2X) the base rate for a one hour minimum; thereafter, two times (2X) the base rate for actual hours worked.

Employees mandated to work on a scheduled holiday as listed under the Holiday article shall be paid two times (2x) the base rate with a two-hour minimum.

## **ARTICLE 31 STIPENDS**

Stipend positions such as: Training Officer, Maintenance Officer, Medical Officer, Fire Prevention officer, etc. that are held by members of the unit are to be considered as part of salary for the computation of overtime and are to be included in regular hourly salary for purposes of retirement contributions calculations.

### **ARTICLE 32 OFFICER-IN-CHARGE DIFFERENTIAL**

If it is known that a period of more than 3 *consecutive shift* days will have no officers scheduled to work, including the Chief and Call Firefighter Officers, then the Chief shall assign a member scheduled to work the shift as the Officer-in-Charge.

Assignment as the Officer-in-Charge will be at the discretion of the Fire Chief and not subject to grievance. Compensation will be 1 hour of overtime pay for each day worked.

### **ARTICLE 33 AMBULANCE INCENTIVE**

When an employee is mandated to assist the ambulance with the transportation of a patient to the hospital as either a driver or technician, or responds to the hospital to retrieve another firefighter, they shall then receive additional compensation of \$50 dollars. This section will not apply to regularly scheduled work, call back, forced overtime or during training.

### **ARTICLE 34 CLOTHING AND EQUIPMENT ALLOWANCE**

The Employer is responsible for providing each member 2 sets of turnout gear that shall include: 1 SCBA face piece, 1 jacket, 1 pair of pants, 1 pair of boots, 1 helmet (with shield), 1 hood, and 1 pair of gloves. Structural gear shall meet or exceed NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting.

The Employer is responsible for providing each member appropriate forestry gear consisting of a pair of brush pants, a brush jacket, a brush hood, a brush helmet and a pair of appropriate brush gloves.

All new employees shall receive 4 polo work shirts, 2 pairs of pants, 1 pair of station boots, 1 job shirt and 1 three season jacket.

Firefighters shall receive an annual clothing stipend of \$1300 to be paid before end of calendar year.

Any damaged or contaminated uniform part will be replaced upon inspection and approval by the Fire Chief or his designee.

### **ARTICLE 35 INSURANCE**

The Town, at its expense, shall provide for the employees' liability insurance which shall give the employees protection against personal liability and false arrest or any other liability arising out of the scope of their employment. The face value of such policy to be not less than that which is currently in effect, in the amount of one million (\$1,000,000) dollars. If for any reason the insurance policy is cancelled or not provided, then the Town shall hold the employees harmless for any claims against the employees arising out of the scope of their employment.

The Town, at its expense, shall provide for each employee an accident and health policy, the face value of which is equivalent to the policy that is now in effect.

The Town shall offer to employees a choice of medical insurance policies which have been approved by the Select Board. The cost of such policy shall be shared equally between the Town and insured employee, or as otherwise provided by law.

The Town shall provide for each employee of the Department, a life insurance policy, in an amount not less than \$10,000.00. The cost of such policy shall be shared between the Town and the insured employee. Any eligible employee of the Department who declines to enroll in the life insurance program shall do so in writing to the Select Board.

Members are entitled to the Town's Employee Group Dental Plan, the cost of which shall be entirely borne by the employee, with no contribution of costs to be made by the employer. The employer will, however, authorize and forward payroll deductions of the premium cost.

### **ARTICLE 36 PAID DETAILS**

Details will be paid as per the department policy. Members shall be paid within the current pay period following completion of detail. The rates shall be as follows:

Town Rate- \$50

Private Rate- \$55

Holiday Rate- 1.5 times applicable rate

Firefighters shall be paid a guaranteed minimum of four hours, six hours after four hours worked, and eight hours after six hours worked. Details worked in excess of eight hours shall receive holiday rate on an hourly basis. The method for detail selection shall be determined by the Chief of the department.

The Town and Chief will post the current Detail policy and method for selection in a conspicuous place in both East and West stations at the start of each Fiscal Year.

### **ARTICLE 37 PREVENTATIVE MEDICAL SCREENING**

The Mass Fire Academy offers free preventive medical screenings: Voluntary CT scans, Voluntary PSA Blood Test and Voluntary Skin Cancer exams to those firefighters meeting criteria established by the MFA.

Those firefighters that do not meet these criteria may take these tests provided by the MFA for a nominal fee.

The Town will reimburse members with at least 10 years of fire service up to \$295 per fiscal year for preventative test fees not covered by the MFA. Completed test and fee receipt are required for reimbursement.

### **ARTICLE 38 SCHEDULED TRAINING**

Firefighters recognize that attendance to department training is required as part of regularly scheduled work and thus shall attend trainings in the following manner;

- Department Fire Trainings- attend at minimum 70% of scheduled trainings
- Department EMS Trainings- attend at minimum 70% of scheduled trainings
- Officer Group Assigned Trainings- attend at minimum 50% of scheduled trainings

In addition, firefighters shall attend at least two mandatory trainings set by the Chief each year. The Chief shall provide the firefighters at least two months' notice. In the event of a firefighter has a conflict they shall appeal to the Chief within two weeks of notification.

Attendance at any outside training will require the permission of the Fire Chief. Employees may take training on their scheduled days off without compensation. However, the employee will still need the Chief's approval to utilize department equipment, such as turnout gear.

### **ARTICLE 39 DRUG & ALCOHOL TESTING**

All employees shall adhere to the Town of Boxford-Personnel Drug and Alcohol Policy. Employees are required to submit to drug and/or alcohol testing as follows:

- Random Testing – Testing employees for illicit or controlled drugs (non-prescription) for employees shall be permitted on a random basis, twice per year.
- Reasonable Suspicion – When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
- Post-incident – Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, resulting in a serious injury or serious property damage, may be directed by the Town to submit to a drug and/or alcohol test.

The Town may also retest employees as appropriate for any negative or inconclusive results.

The method of testing shall be via hair follicle or any other appropriate means. The Town shall pay for all costs associated with drug testing as well as compensate employees at their appropriate rate (either standard or overtime).

### **ARTICLE 40 SUBSTANCE ABUSE**

The Town of Boxford and its Employees have the right to expect a drug free environment in the workplace.

The main emphasis of the is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency. The Town will make available existing resources to the employee to mitigate these problems.

However, where job misconduct forms the basis for reasonable suspicion testing under this section, the Town reserves the right to discipline the employee for his/her misconduct.

#### **ARTICLE 41 EMPLOYEE ASSISTANCE PLAN**

An Employee Assistance Plan is available for members. Information on the EAP can be provided by the Town Administrators Office.

#### **ARTICLE 42 SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

#### **ARTICLE 43 SAVINGS AND STABILITY OF AGREEMENT**

If any section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Town or the Union to insist in any one (1) or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

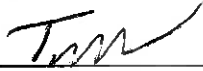
#### **ARTICLE 44 OPERATION AND DURATION**

This agreement shall be effective as of July 1, 2023 and shall continue in full force and effect until and including June 30, 2026, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties.



**ACCEPTED BY**

BOXFORD PROFESSIONAL FIRE FIGHTERS, LOCAL 5305, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

  
\_\_\_\_\_

Tyler M. Brown, Union President

Date 04/06/2023

  
\_\_\_\_\_

Calum F. Tilston, Union Vice President

TOWN OF BOXFORD

Board of Selectmen

\_\_\_\_\_

Barbara G. Jessel, Chair

Date \_\_\_\_\_

\_\_\_\_\_

Charles J. Costello, Clerk

\_\_\_\_\_

Peter C. Perkins

\_\_\_\_\_

Judith A. Stickney

\_\_\_\_\_

Margaret Chow-Menzer

**From:** [Mark R. Reich](#)  
**To:** [Matt Coogan](#)  
**Cc:** [Ross Povenmire](#); [Brendan Sweeney](#); [Brian Riley](#)  
**Subject:** RE: Price quote for Boxford Common As-Built Plan and COC application services  
**Date:** Monday, March 27, 2023 6:47:24 PM

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**External Sender**

Matt –

Pursuant to the Conflict of Interest Law, G.L. c. 268A, a consultant to the Town is typically a “municipal employee” for the purposes of the statute for the duration of their contract. For this reason, municipal contractors are required to undertake the Ethics Commission training and exam.

The designation of special municipal employee status is made by a vote of the Select Board and extends to a class of municipal employee rather than an individual. The designation may not be made to a corporation. Compensation for a special municipal employee must be limited to less than 800 hours in a calendar year. In my opinion the Select Board may vote to designate the position of Consultant to the Conservation Commission for the Boxford Common Certificate of Compliance Project (or some similar description) as a special municipal employee, with such designation applicable to John Morin as filling that position. Such designation would allow the Morin-Cameron Group to represent a private client before another Town board. The company may also appear before the Conservation Commission but with someone other than John Morin likely doing the work, although we would want to analyze the facts in such a circumstance.

I hope this is helpful. Please contact us with any further questions.

Thank you.

Mark

Mark R. Reich, Esq.

**KP | LAW**

[101 Arch Street, 12th Floor](#)

[Boston, MA 02110](#)

O: [\(617\) 556 0007](#)

F: [\(617\) 654 1735](#)

[mreich@k-plaw.com](mailto:mreich@k-plaw.com)

[www.k-plaw.com](http://www.k-plaw.com)

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

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**From:** Matt Coogan <[mcoogan@town.boxford.ma.us](mailto:mcoogan@town.boxford.ma.us)>  
**Sent:** Monday, March 27, 2023 1:03 PM  
**To:** Mark R. Reich <[MRreich@k-plaw.com](mailto:MRreich@k-plaw.com)>  
**Cc:** Ross Povenmire <[rpovenmire@town.boxford.ma.us](mailto:rpovenmire@town.boxford.ma.us)>; Brendan Sweeney <[bsweeney@town.boxford.ma.us](mailto:bsweeney@town.boxford.ma.us)>  
**Subject:** FW: Price quote for Boxford Common As-Built Plan and COC application services

Hi Mark

The ConsCom would like to hire engineer John Morin and the Morin-Cameron Group to help with the Certificate of Compliance for Boxford Common. The Morin-Cameron group often represents private clients

at the ConsCom, and has requested the Town designate them as a Special Municipal Employee. Is this referring to MGL Ch 268A Section 17. I could use your guidance on the best course of action. I believe Morin Cameron was the engineer for the Boxford Common project and the ConsCom would prefer to work with them on the as-built.

Thanks,

Matt

---

**From:** Ross Povenmire <[rpovenmire@town.boxford.ma.us](mailto:rpovenmire@town.boxford.ma.us)>  
**Sent:** Sunday, March 19, 2023 1:19 PM  
**To:** Matt Coogan <[mcoogan@town.boxford.ma.us](mailto:mcoogan@town.boxford.ma.us)>  
**Subject:** FW: Price quote for Boxford Common As-Built Plan and COC application services

Hello Matt, I am working with Peter Delaney and David Smallman to finish up the Boxford Common file. We need an As-Built and an application for a Certificate of Compliance. We would like to hire the Morin Cameron group to do the work. John Morin asks for confirmation below that he would be named a special town employee. Please advise.

Ross

---

**From:** John Morin <[john@morincameron.com](mailto:john@morincameron.com)>  
**Sent:** Friday, March 10, 2023 9:09 AM  
**To:** Ross Povenmire <[rpovenmire@town.boxford.ma.us](mailto:rpovenmire@town.boxford.ma.us)>  
**Cc:** David Smallman <[dasmallman@comcast.net](mailto:dasmallman@comcast.net)>; Peter Delaney <[pdelaney@town.boxford.ma.us](mailto:pdelaney@town.boxford.ma.us)>  
**Subject:** RE: Price quote for Boxford Common As-Built Plan and COC application services

External Sender

Hi Ross,

We are working on a budget for the full site as-built and COC request.

We still have a few on going jobs in Boxford and we still perform work in the Town so could you please verify with the Town Administrator that if we get this job we will be named a "Special Municipal Employee". This will allow us to continue working on other projects in town in front of other Boards and Commissions with no conflict of interest.

Thanks

**John M. Morin, P.E.**

**President**

***THE MORIN-CAMERON GROUP, INC.***

66 Elm Street, Danvers, MA 01923

**DANVERS, MA**

66 Elm Street, Danvers, MA 01923

P: 978-777-8586

**HAVERTHILL, MA**

25 Kenoza Avenue, Haverhill, MA 01830

P: 978-373-0310

**MIIA HEALTH BENEFITS TRUST**  
**Boxford**  
Renewal Proposal  
07/01/2023 - 06/30/2024

MONTHLY CONTRIBUTION RATES						
PRODUCTS		Current	Renewal			
Unified Plan Name for FY2024	COVERAGE	RATES	RATES	CHANGE	BUNDLED RATES*	BUNDLED CHANGE*
Blue Care Elect \$250 Deductible with HCCS	Individual	\$ 1,058.36	\$ 1,152.55	8.90%	\$ 1,146.79	8.36%
	Family	\$ 2,831.89	\$ 3,083.93		\$ 3,068.51	
Network Blue NE \$250 Deductible with HCCS	Individual	\$ 895.33	\$ 975.01	8.90%	\$ 970.13	8.36%
	Family	\$ 2,391.94	\$ 2,604.82		\$ 2,591.80	
Network Blue Select \$250 Deductible	Individual	\$ 832.67	\$ 906.78	8.90%	\$ 902.25	8.36%
	Family	\$ 2,224.50	\$ 2,422.48		\$ 2,410.37	
New -Dental Blue Freedom Plan (High) - 100/80/50; \$50/\$150 Ded.; \$1,000 CYM	Individual		\$ 44.28		\$ 44.28	
	Family		\$ 92.12		\$ 92.12	
New - Dental Blue Freedom Plan Enhanced Value (Low) \$1,500 Plan	Individual		\$ 35.10		\$ 35.10	
	Family		\$ 87.30		\$ 87.30	

Renewal rates are based on final plan design and enrollment.

Senior plans will renew on January 1, 2024.

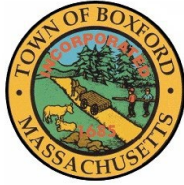
Please provide a copy of the in-force PEC or IAC agreement, if applicable.

\*Medical rates reduced by 0.5% due to Medical coverage alongside Dental and Vision coverage.

Signed commitment is due on or before April 1, 2023.

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Title	Date
Print Name		



**TOWN OF BOXFORD**  
**Office of the Town Administrator**  
**7A Spofford Road**  
**Boxford, MA 01921**

**DATE:** Thursday, April 6, 2023  
**TO:** Select Board  
**FROM:** Matt Coogan, Town Administrator  
**RE: Nomination of Interim Animal Inspectors**

As of March 31, 2023, Allison Hayes officially retired as the Town's Animal Inspector, after over 40 years of service. The Assistant Animal Inspector Ruth Zurach has also decided not to seek reappointment. I have been in touch with Bev Milward, she and Kevin Nichols serve as the Animal Control Officers and Animal Inspectors for the towns of Middleton, Reading, Wakefield, and Danvers, and as the Animal Control Officers in Topsfield. They are willing to serve as Boxford's Animal Inspectors on an interim basis until June 30, 2023. Should the Select Board vote to enter the Regional ACO/ AI Program with the Towns of Ipswich, Rowley, and Newbury, that program would begin on July 1, 2023, and the Select Board would nominate the personnel in the regional program to serve as ACO and AI for the town. If the Town chooses not to regionalize, my office would work with the Select Board to select a qualified Animal Inspector to serve for the remainder of the appointment, ending April 30, 2024.

Ms. Milward and Mr. Nichols would be on-call for the interim period for Animal Inspector services. At this time of year, calls would be for any necessary animal quarantines that arise. Boxford has averaged about 14 quarantines per year over the last several years. The barn inspections, another major task of the AI, have already been completed for this year.

I recommend that the Select Board, in accordance with the Massachusetts General Laws Chapter 129, Sections 15 and 16, nominate Bev Milward and Kevin Nichols to be appointed by the Massachusetts Department of Agricultural Resources, Division of Animal Health, as the Town of Boxford's Animal Inspectors, until June 30, 2023.

**From:** [k9bev@verizon.net](mailto:k9bev@verizon.net)  
**To:** [Matt Coogan](#)  
**Subject:** Re: Boxford Animal Inspector  
**Date:** Tuesday, April 4, 2023 12:38:25 PM  
**Attachments:** [image001.png](#)

---

**External Sender**

That is completely acceptable for us and we look forward to working with you

Bev Milward  
Kevin Nichols

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

From: Matt Coogan <[mcoogan@town.boxford.ma.us](mailto:mcoogan@town.boxford.ma.us)>  
To: [k9bev@verizon.net](mailto:k9bev@verizon.net) <[k9bev@verizon.net](mailto:k9bev@verizon.net)>  
Cc: Brendan Sweeney <[bsweeney@town.boxford.ma.us](mailto:bsweeney@town.boxford.ma.us)>; Leanne Mihalchik <[LMihalchik@town.boxford.ma.us](mailto:LMihalchik@town.boxford.ma.us)>  
Sent: Tue, Apr 4, 2023 12:29 pm  
Subject: Boxford Animal Inspector

Hi Bev

It was very nice talking to you. I'm following up with an email with my contact information. As mentioned, I plan on having the Boxford Select Board appoint you and Kevin Nichols as the Town's interim Animal Inspectors through June 30, 2023. The Town will compensate you at \$50 per quarantine, as discussed. I will follow up with the nomination paperwork after the Select Board meeting Monday night, April 10<sup>th</sup>.

Thanks,

Matt

Matthew Coogan  
Town Administrator/ CPO  
Town of Boxford  
7A Spofford Road  
Boxford, MA 01921  
Direct: 978.861.1014  
Select Board Office: 978.887.6000 ext. 502  
[mcoogan@boxfordma.gov](mailto:mcoogan@boxfordma.gov)

[Sign up](#) to receive the [Town Administrator's reports](#).

**From:** [Kraft, Ashley \(AGR\)](#)  
**To:** [Matt Coogan](#)  
**Subject:** Boxford Animal Inspector Nomination  
**Date:** Wednesday, April 5, 2023 2:17:18 PM  
**Attachments:** [Boxford Hayes Nomination of Inspector of Animals 2023.pdf](#)  
[Boxford Nomination of Inspector of Animals 2023.pdf](#)  
[2023 Nomination Cover letter.pdf](#)

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**External Sender**

Dear Select Board ,

A potential animal inspector candidate reached out that they are working with your office as a possible interim nomination. Even if temporary we will use the same form (attached). We will use a copy of an existing inspector's form. The new inspector should record their information on the right-side blank lines then the inspector needs to sign and have the form notarized. If the inspector is not replacing the current inspector note "additional" above the new inspector's information.

Yoi can email a copy so that we have a digital version. I will require the hardcopy to process the nomination. Mailing address : MDAR, Division of Animal Health, Attn; Ashley Kraft, 251 Causeway St. Suite 500, Boston, MA, 02114.

Please let me know further questions.

Best,

Ashley

Ashley Kraft  
Rabies Program Coordinator  
Division of Animal Health  
MA Dept. Agricultural Resources  
Office: (617) 626- 1810  
Cell: (617) 823- 0145  
Fax: (617) 626 - 1738

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT  
GOVERNOR

Rebecca L. Tepper  
SECRETARY

John Lebeaux  
COMMISSIONER

March 3, 2023

### **RE: NOMINATION OF INSPECTOR OF ANIMALS**

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2023.** The appointment will run from May 1, 2023 until April 30, 2024. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

Your municipality can have as many animal inspectors appointed as you feel are needed to fulfill the duties. Please note, a duty of the municipal animal inspector is the annual "barn inspection". An inspector is not able to perform an inspection on their own property. If your inspector keeps animals in your town, then the municipality will require an additional inspector to perform that inspection.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2023.** This nomination will cover the year starting May 1, 2023 and run until April 30, 2024.

If you have any questions, please call Ashley Kraft at (617) 626-1810 or email Ashley.Kraft@mass.gov.

Thank you,

A handwritten signature in black ink, appearing to read "Michael Cahill".

Michael Cahill, Director  
Division of Animal Health





**The Commonwealth of Massachusetts**

Department of Agricultural Resources  
Division of Animal Health  
251 Causeway Street, Suite 500  
Boston, MA 02114-2151

**Nomination of Inspector of Animals**

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2023. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Boxford

3/3/2023

**To the Director, Division of Animal Health, Department of Agricultural Resources**

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2024 is sent for your approval:

**Inspector of Animals**

Name: Allison Hayes  
Mail Address: P.O. Box 221  
W. Boxford, MA - 01885  
Phone: (978) 352-6336 Fax:(978) 352-5238  
Email: horsescience@comcast.net

**Inspector: (Note all changes here)**

Name: \_\_\_\_\_  
Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Nominating Authority**

Contact: Barbara Jessel  
Office: Select Board  
Mail: 7A Spofford Rd.  
Boxford, MA - 01921  
P: (978) 887-6000 F: (978) 887-5361  
Email:

**Nominating Authority: (Note all changes here)**

Contact: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Acceptance of Nomination of Inspector of Animals (must be notarized)**

I hereby accept my nomination as Inspector of Animals for the City or Town of Boxford, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) \_\_\_\_\_ Signed \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex,ss

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

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission Expires: \_\_\_\_\_

**Appointment of Inspector of Animals (Division of Animal Health use only)**

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of \_\_\_\_\_ as Inspector of Animals for the City or Town of Boxford, Massachusetts.

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

\_\_\_\_\_  
Director, Division of Animal Health



**The Commonwealth of Massachusetts**

Department of Agricultural Resources  
Division of Animal Health  
251 Causeway Street, Suite 500  
Boston, MA 02114-2151

**Nomination of Inspector of Animals**

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2023. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Boxford

3/3/2023

**To the Director, Division of Animal Health, Department of Agricultural Resources**

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2024 is sent for your approval:

**Inspector of Animals**

Name: Ruth Zarach  
Mail Address: P.O. Box 175  
West Boxford, MA - 01921  
Phone: (978) 317-2608 Fax:(978) 352-5238  
Email: zahrarug@gmail.com

**Inspector: (Note all changes here)**

Name: \_\_\_\_\_  
Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Nominating Authority**

Contact: Barbara Jessel  
Office: Select Board  
Mail: 7A Spofford Rd.  
Boxford, MA - 01921  
P: (978) 887-6000 F: (978) 887-5361  
Email:

**Nominating Authority: (Note all changes here)**

Contact: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Acceptance of Nomination of Inspector of Animals (must be notarized)**

I hereby accept my nomination as Inspector of Animals for the City or Town of Boxford, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) \_\_\_\_\_ Signed \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex,ss

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

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission Expires: \_\_\_\_\_

**Appointment of Inspector of Animals (Division of Animal Health use only)**

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of \_\_\_\_\_ as Inspector of Animals for the City or Town of Boxford, Massachusetts.

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

\_\_\_\_\_  
Director, Division of Animal Health

**INTERMUNICIPAL AGREEMENT FOR THE ADMINISTRATION OF SHARED  
ANIMAL CONTROL AND ANIMAL INSPECTOR SERVICES**

**Article 1. Purpose**

This agreement is entered into, pursuant to Massachusetts General Laws Chapter 40, Section 4A, by and between the Town of Ipswich, the Town of Boxford, the Town of Newbury, and the Town of Rowley (collectively, “the Municipalities”), as authorized by their respective Select Boards, this \_\_\_\_ day of \_\_\_\_\_, 2023, as follows:

WHEREAS, the Municipalities are all obligated to provide animal control and animal inspection services to their residents; and

WHEREAS, the Municipalities have determined that their residents can more efficiently and effectively be served with such services through a joint undertaking between them; and,

WHEREAS, the Town of Ipswich is willing to provide, and capable of providing, the services of a Regional Animal Control Services Facility;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**Article 2. Term**

The term of this agreement shall commence on July 1, 2023 and shall expire on June 30, 2026 unless earlier terminated as set forth herein. Any Municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional two-year terms as voted by each Municipality through its respective Select Board by July 1 of the last fiscal year of the then-current term.

**Article 3. Lead Municipality**

During the Term of this Agreement, the Town of Ipswich, acting as the lead Municipality, shall operate the Regional Animal Control Services Facility. The Town of Ipswich, through its standard personnel practices, shall employ or contract the adequate staff necessary to provide the Animal Control administrative services described in Exhibit A (Animal Control Facilities and Services), attached and incorporated herein, to the remaining Municipalities.

**Article 4. Budget and Payment**

Each Municipality shall be responsible for payment of 25% of the non-personnel related expenses of the Regional Animal Control Services Facility and a portion of the personnel related expenses generally commensurate with the percentage that its population bears to the combined population of the four-member Towns, as determined by the most recent decennial census. For the initial Term, those percentages are set forth below.

	2020 Population	Percentage of contribution
Boxford	8,203	25%
Ipswich	13,785	35%

Newbury	6,716	20%
Rowley	6,161	20%
<b>Total</b>	<b>34,865</b>	<b>100.00%</b>

Town of Ipswich shall annually invoice the Municipalities for the upcoming year by July 1 with payment due in 30 days and the Municipalities shall make annual payment to the Town of Ipswich pursuant to the Fee Structure determined in accordance with this paragraph and attached as Exhibit B. Payment for supplemental services not included in Exhibit A shall be invoiced separately and at the discretion of the Town of Ipswich and the individual municipality.

**Article 5 Financial Safeguards**

The Town of Ipswich shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all contributions received from the Municipalities. The Town of Ipswich shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year. The Advisory Committee will review the budget upon receipt of the financial report and adjust the assessments, if necessary, for the beginning of the next fiscal year.

**Article 6 Hours of Services and Service Requirements**

The Town of Ipswich shall provide an Animal Control Services Facility subject to the terms of this Agreement and as shown in Exhibit A on an as-needed basis, seven days a week, twenty-four hours a day. Access to Animal Control Services/Animal Inspector Services shall be provided on an equal basis for all of the Municipalities.

**Article 7 Fines**

Any fines collected will be collected on behalf of and returned to the Municipality from within the municipal boundaries of which the animal was taken, or in the case of an animal not taken, returned to the Municipality in which the animal resides or is kept.

**Article 8 Indemnification**

In the event that any claims, demands, suits, causes of action, costs, and expenses arise with respect to the services provided pursuant to this agreement, and to the extent permitted by Massachusetts General Laws chapter 258 and other applicable law, each Municipality shall indemnify, defend and hold harmless the other Municipalities from and against any such claims, demands, suits, causes of actions, costs and expends, including reasonable attorneys' fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the first Municipality, or its agents, servants, or employees, or from or in relation to actions taken by the Animal Control Officer/Animal Inspector on behalf of or at the direction of the first Municipality. By entering into this Agreement, none of the parties hereto has waived any governmental immunity or limitation of liability or damages which may be extended to them by operation of law. This Agreement is for the benefit of the parties hereto and is not intended to confer third party beneficiary status on any other person or entity.

## **Article 9 Termination.**

Any Municipality, by a vote of its Select Board, may withdraw from and terminate this Agreement at the end of any year with the provision of at least one year's prior written notice to the other Municipalities. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The Town of Ipswich, by a vote of its Select Board, may terminate this Agreement upon the provision of at least eighteen months prior written notice to the Municipalities. At the annual town meeting preceding each fiscal year during the Term hereof, the Select Board of each Municipality shall in good faith seek full funding of such Municipality's obligations hereunder. Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body (despite the best efforts of its Select Board) has not appropriated funds sufficient to support that municipality's participation in the subsequent fiscal year. In such an event, the municipality shall give as much notice to other Municipalities to this Agreement as the circumstances allow.

## **Article 10 Advisory Committee**

There shall exist an Advisory Committee comprised of one (1) representative from each Municipality, who shall be ~~by~~ the Town Manager/Administrator of the municipality. The Advisory Committee shall meet on a semi-annual basis in October and April.

## **Article 11 Conflict Resolution.**

The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality. Any recommendations made to the Ipswich Animal Control Officer/Animal Inspector must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Ipswich.

## **Article 12 Additional Communities**

At any time after July 1, 2024, the Advisory Committee may meet and, by unanimous vote and approval of the Town of Ipswich, amend this Agreement to admit an additional municipality. The Advisory Committee may admit no more than three (3) additional municipalities and any such additional municipality must be adjacent to at least one municipality participating in this Agreement.

## **Article 13. Assignment.**

None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

## **Article 14 Amendment.**

This Agreement may be amended only by a writing signed by all Municipalities duly authorized thereunto.

## **Article 15 Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any

particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

**Article 16 Governing Law.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

**Article 17. Headings.**

The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

**Article 18 Notices.**

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Ipswich  
Stephen Crane, Town Manager  
25 Green Street  
Ipswich, MA 01938

Town of Boxford  
Matthew Coogan, Town Administrator/  
CPO  
Town of Boxford  
7A Spofford Road  
Boxford, MA 01921

Town of Newbury  
Tracy Blais, Town Administrator  
Newbury Municipal Offices  
12 Kent Way, Suite 200  
Byfield, MA 01922

Town of Rowley  
Deborah M. Eagan, Town Administrator  
139 Main Street  
PO Box 275  
Rowley , MA 01969

**Article 19 Complete Agreement**

This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions the any other Municipality is responsible, other than the express, written representations set forth herein.

SIGNATURE PAGE FOLLOWING

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Ipswich

Town of Boxford

\_\_\_\_\_  
By:  
Town of Newbury

\_\_\_\_\_  
By:  
Town of Rowley

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Dated: -----

## EXHIBIT A

### Operation of Regional Animal Control Services Facility

The Town of Ipswich shall maintain and operate the Regional Animal Control Services Facility under the following terms and conditions.

#### I. OPERATIONS:

- A. The Regional Animal Control Services Facility shall be accessible to the citizens of each Municipality for the retrieval of impounded animals during normal business hours or by appointment. Weekend hours will be provided by appointment only. Notice shall be posted conspicuously and in a readily accessible format in the main municipal building of each Municipality which states the hours of operation and an emergency telephone number for use by residents to retrieve their pets. Such information shall also be made available on each respective Municipality website. The animal shelter shall be able to accept impounded animals 24 hours a day, 365 days a year.
- B. Ipswich will provide daily supervision, food, water and humane care to animals boarded at the shelter.
- C. All Animal Control Officers will log in each time they enter the Regional Animal Control Services Facility. The sign-in sheets will be submitted monthly to the Ipswich Chief of Police.
- D. The Regional Animal Control Services Facility is to be solely used for the impounding of animals and to be used by Animal Control Officers and representatives of the Ipswich Humane Society under an existing agreement with the Town of Ipswich. There shall be no entry of other persons in the shelter without the consent of the Ipswich Police Chief.
- E. Ipswich will be responsible for the Regional Animal Control Services Facility cleaning/sanitizing supplies, maintenance, heat, water, electric and other utility costs incurred in connection with the operation of the Facility.
- F. Ipswich will be responsible to keep the Regional Animal Control Services Facility and associated kennels maintained, clean, and sanitary on a daily basis. Excreta and food waste shall be removed from primary enclosures daily and from under enclosures as often as necessary to prevent an excessive accumulation of feces and food waste, to prevent soiling of the animals contained in the enclosures, and to reduce disease, hazards, insects, pests, and odors. The condition of the kennels and quality of care is to be of a high caliber and performed to the standards established by 330 CMR 30.00.
- G. Boarding facilities shall include a sheltered kennel unit with cages and/or runs that protect the animals from precipitation, and extreme hot (100°F or greater) and cold (45°F or less) conditions. Except in emergency situations, as determined by the Ipswich Animal Control Officer, no more than one adult animal shall be kept per cage.
- H. Ipswich will be responsible for ensuring that an ill or injured animal is treated promptly by the respective Municipality's contracted licensed veterinarian, depending on the nature and/or seriousness of the illness or injury, and that any prescribed medication is promptly obtained and administered.



## II. FEES:

- A. In accordance with Ipswich bylaw Chapter 109-11b, a person who owns or keeps a dog within the territorial limits of the Town of Ipswich, whose dog was picked up and impounded at the Town Animal Shelter between the hours of 8 am – 4 pm, will be charged a pick up fee of \$10. A person who owns or keeps a dog within the territorial limits of the Town of Ipswich, whose dog was picked up and impounded at the Town Animal Shelter between the hours of 4 pm – 8 am, shall be charged a pick-up fee of \$50. If a dog remains impounded beyond 24 hours, a daily impound fee of \$40 will be assessed for each additional 24-hour period, or parts thereof.
- B. Ipswich shall provide invoices, collect monies and keep records of all required fees received from owners. Invoices provided to owners who are retrieving their animal shall include the date that the animal was delivered to the shelter, the per day shelter rate, the number of days that the animal was sheltered, medical bills as applicable, and total fee due and collected.
- C. Each Municipality shall be responsible for the direct costs to care for the animals which originate from said community, including but not limited to flea treatments and any veterinary costs. For the purposes of this agreement, “veterinary costs” shall include rabies vaccinations, health evaluation, treatment of minor curable diseases and euthanasia.
- D. Each Municipality shall pay any additional costs associated with the transport and removal of animals from their community if an animal is not claimed or is injured.
- E. Ipswich may add a surcharge of up to ten (10) percent (not to exceed \$25.00) to medical bills to cover certain incidental costs relating to transportation of an animal to a veterinarian's office, telephone expenses incurred in connection with medical treatment, and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained.
- F. Fees for animals that are unclaimed by the owner at the end of the maximum seven (7) day holding period shall be paid by the Municipality where the animal originated.
- G. All fees and receipts from boarding and all other services related to the shelter shall be submitted monthly to the Town of Ipswich Accounting Department.

III. **RECORD KEEPING:** The Animal Control Officer shall maintain an impound record on each animal delivered to the Regional Animal Control Services Facility. The impound record will be prepared and filled out by the appropriate Animal Control Officer and delivered to the Facility with the animal.

Upon discharge one (1) copy of the animal's completed record shall be provided to the person claiming the animal and one (1) copy of each discharged animal's record shall be provided to Ipswich. If the agreement is terminated, all impound records shall be transmitted to the appropriate town.

#### IV. DISCHARGE:

- A. Claimed animals: Each Municipality will require the person claiming the animal to show identification (preferably a driver's license). In case of dog, cat, ferret 6 months of age or older proof of rabies vaccination must be shown.

In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the Animal Control Officer. The Animal Control Officer will not be responsible for ensuring licensure of the dog.

In addition, the Animal Control Officer will provide the person claiming the animal with a full disclosure of any medical treatment rendered by a veterinarian and/or the Regional Animal Control Services Facility and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the Regional Animal Control Services Facility must obtain the signature and the driver's license number of the person to whom the animal is released on the Impound Record.

- B. Unclaimed animals: Unless requested an authorized representative of a participating Municipality to retain the animal for a longer period (2 to 4 additional days), animals will be picked up on or immediately following the seventh day for dogs and fourteenth day for cats of confinement by the Animal Control Officer. The written notice to extend shelter services from authorized representative must accompany the reports to the Town. All animals deemed adoptable are transferred to licensed rescue groups. Animals deemed unadoptable due to severe medical or behavioral issues are euthanized. The originating Municipality shall be responsible for all fees associated with euthanasia and body disposal.

## Operation of Regional Animal Inspector Services

### I. OPERATIONS:

Regional Animal Inspector Services will be available to all citizens during normal operating hours.

Regional Animal Inspectors will provide the following services as dictated under 330 CMR 10.00 and Massachusetts General Law Chapter 129: Livestock Disease Control.

Rabies Control

Barn inspections.

Check ear tag numbers and date of arrival of cattle from out of state and to report this information on the Animal Inspector's copy of the Cattle and Llama Permit which is furnished to the Animal Inspector by the Department of Agricultural Resources.

Municipal Animal Inspectors may also be called to assist with other domestic animal disease quarantines in the event of an outbreak.

Any animal whether owned, stray or wild will be brought to a veterinary practice for head removal and test submission. Animal Inspectors shall NOT be responsible for the removal of heads. Whenever possible aforementioned animals will be brought to a veterinarian for euthanasia, in the event of a wild animal the euthanasia shall be conducted utilizing a firearm and a heart shot.

### II. FEES:

Each Municipality shall be responsible for the direct costs of euthanasia and rabies test submission for any unowned or wild animal which is caught after having contact with an owned animal or person. NOTE: Owners are responsible for the aforementioned fees in cases where they opt to euthanize and test their pet.

### III. RECORD KEEPING

Animal Inspectors shall maintain records as prescribed by the Massachusetts Department of Agriculture, Division of Animal Health. Records will be submitted to MDAR monthly, or as otherwise prescribed by Code, Regulation or Statute.

Records, including barn inspections and quarantines are Confidential in nature and owned by the State, no records shall be given to municipalities without permission from the Director of Animal Health.

**EXHIBIT B  
BUDGET**

**Insert budget table**

**Town of Ipswich**  
Town Manager Recommended Budget  
FY24 Operating Budget

292 ANIMAL CONTROL		FY2022	FY2023	FY2024	FY2024	
Acct. #	Account Description	Expended	Town Mgr.	Dept Requested	TM Approved	Comments
12921-5112	Appointed Salary Chief Animal Control Officer	\$ 58,000.00	\$ 59,160.00	\$ 85,000.00		16% increase over FT ACO
12921-5113	Salary Permanent Full Time			\$ 73,275.00		
12921-5116	Permanent Part Time	\$ 769.12	\$ 14,034.00			
12921-5121	Temporary Part Time	\$ -	\$ -	\$ 10,000.00		Per Diem barn inspections
12921-5123	Other Pay	\$ 756.72	\$ 2,856.00			[not needed w 2 FTs]
	General Benefits			\$ 35,000.00		Health, retirement, medicare estimate
12921-5197	Uniform Allowance			\$ 800.00		\$400 each/yr
<b>PERSONNEL SUB-TOTAL:</b>		<b>\$ 59,525.84</b>	<b>\$ 76,050.00</b>	<b>\$ 204,075.00</b>	<b>\$ -</b>	
12922-5211	Electricity			\$ 6,500.00		historical costs
12922-5231	W&S Utilities			\$ 1,000.00		historical costs
12922-5244	Maintenance Contracts			\$ 7,000.00		Shelter Pro Software - 4 Town estimate
12922-5245	Motor Vehicles	\$ 75.76	\$ -	\$ 600.00		vehicle maintenance
12922-5246	Radio Equipment	\$ -	\$ -	\$ 1,000.00		portable/mobile radios
12922-5301	Medical Exams	\$ 918.13	\$ 750.00	\$ 2,500.00		rabie vax, physicals for workers, veterinary bills
12922-5310	Consultant	\$ -	\$ -	\$ 3,000.00		necropsies, other
12922-5422	Printed Forms & Licensing	\$ 729.53	\$ 750.00	\$ 6,000.00		City Hall eBilling (\$3000), dog tags, business cards
12922-5482	Tires	\$ -	\$ -	\$ 1,000.00		FY23 newly replaced tires were \$800 for P/U
12922-5511	Training	\$ 500.00	\$ 500.00	\$ 750.00		training fees - 2 FT ACOs
12922-5585	Boarding Dogs	\$ -	\$ 50.00	\$ 250.00		Cost for boarding dogs not billed to owners
12922-5588	Other Supplies	\$ 291.23	\$ 600.00	\$ 1,000.00		misc. gear for animal contact/trapping/catching
12922-5721	Out of State Travel	\$ 40.00	\$ 100.00	\$ 200.00		
12922-5731	Association Dues	\$ -	\$ 200.00	\$ 200.00		
12922-5818	Vehicles	\$ -	\$ -			
<b>EXPENSES SUB-TOTAL:</b>		<b>\$ 2,554.65</b>	<b>\$ 2,950.00</b>	<b>\$ 31,000.00</b>	<b>\$ -</b>	
<b>292</b>	<b>ANIMAL CONTROL SUB-TOTAL:</b>	<b>\$ 62,080.49</b>	<b>\$ 79,000.00</b>	<b>\$ 235,075.00</b>	<b>\$ -</b>	

Ipswich Assessment= 35%xPersonnel+25%Expenses	\$	79,176.25
Boxfor Assessment= 25%xPersonnel+25%Expenses	\$	58,768.75
Newbury Assessment= 20%xPersonnel+25%Expenses	\$	48,565.00
Rowley Assessment= 20%xPersonnel+25%Expenses	\$	48,565.00