



Board of Selectmen

Date of Meeting: Monday, August 12th , 2019
Time: 6:30 PM – 8:35 PM
Members Present: Chair Jim Wood; Selectmen Matt Mecum and Jamie Underwood; April Steward, Town Administrator; Stephen Madaus, Town Counsel; and Alison Mack, Administrative Assistant to the Board

The meeting commenced at 6:30 PM.

Financial Warrants were signed in agreement.

Pledge of Allegiance was recited.

Selectmen's Meeting Minutes: The minutes of 7/15/19 were presented.

Matt Mecum made a motion to accept the meeting minutes of 7/15/19 as written. Jamie Underwood seconded. Voted all in favor.

Reports: Town Administrator, Chief of Police, Fire Chief, Building Inspector and Highway Superintendent

Town Administrators Report:

1. We had our bid opening for the Mile Hill Road/Cross Street Chapter 90 paving project on July 17th. E.H. Perkins Corporation came in as the lowest bidder at \$449,125.00. I have included in your packet the Bid Sign-In sheet, and the Bid Breakdown for your review. The signed contract has been returned by E.H. Perkins and is ready for the boards review and authorization.

Jamie Underwood made a motion to award the paving contract to E.H. Perkins, Matt Mecum seconded. Voted all in favor.

2. Special Town Meeting – It looks like we are going to need a STM this fall. The main deciding factor for this is we need to accept Cross Street as a Public Way before the winter weather begins. I would like to propose the following timeline for your review:

09/09/19	Declare the open Warrant
09/23/19	Warrant closing date
10/07/19	Review and finalize warrant with FinCom and Town Counsel
10/09/19	Warrant to print
10/16/19	Post warrant and mail to voters
11/04/19	Special Town Meeting @ 7:00 PM

We could also push out the STM by two weeks if we would like extra time since Thanksgiving is not until the 28th of November this year.

09/23/19	Declare the open Warrant
10/07/19	Warrant closing date
10/21/19	Review and finalize warrant with FinCom and Town Counsel
10/23/19	Warrant to print
10/30/19	Post warrant and mail to voters
11/18/19	Special Town Meeting @ 7:00 PM

The Board decided that they will go with the earlier dates; if they have the As-Built drawings in hand they feel confident those dates would work out best.

3. I have included in your packet a copy of the Progress Print for the As-Built drawings on the Cross-Street Project. As soon as the drawings are complete, we can begin the process of accepting the road so it will be ready to go for STM.
4. Flagg Estate Lease – You, Inc. the You, Inc Lease Agreement is set to expire in December 2019. You, Inc. has been renting the Hillside location since 2000 and has given Boylston \$780,000 in rent over the last 19 years. They are currently paying \$45,000 to the town annually, at a rate of \$3,750/month. Their rental payments go into the Hillside rental receipts account. Other communities that You, Inc rents from have an established sinking fund set up where a portion for the rent received is set aside and used to do updates to the building. There have not been any updates to the building in the last 19 years. There are now some major issues that need to be addressed if the property is going to continue to be used in the capacity it is currently being used as. You, Inc is interested in entering a 3-year lease with the town and is requesting that the lease agreement be structured in a way that the rent can go back into the building for necessary improvements.
 - a. Year 1 - \$1.00 to the town as a rental payment and \$44,995 to be invested into the building with work to be performed by You, Inc. under direct supervision of the towns Facilities Technician utilizing local vendors to perform necessary work to be the house back into compliance with the necessary regulatory requirements. The work performed would be mutually agreed upon projects by the town and by You, Inc.
 - b. Year 2 – Option to renew with an agreement mutually agreed upon by the town and You, Inc. For example, if the town desired to have \$20,000 in rent paid to the town, \$25,000 would go back into the building for continued repairs/updates.
 - c. Year 3 – You, Inc. would now pay to the town the full amount of \$45,000 to the town with a designated amount to be earmarked into a sinking fund that would be utilized to help with necessary repairs and general upkeep of the building.

The town requested You, Inc to put down a \$20,000 deposit when they began renting because the facility running in Boylston is the STARR Adolescent Program. The Adolescent STARR (Short Term Assessment and Rapid Reintegration) program provides short term out of home placements for adolescents with the goal of developing the child's natural supports within the family, community, and schools. The purpose is to disrupt the youth's life as little as possible during this short-term program. Part of this program includes bussing the children back to their local

communities for school. Normally, the host community provides the transportation, however, the facility located here transports the students on their own. Boylston requested the deposit to have on hold just in case the transportation requirement because part of the town's responsibility. The amount in the account as of May 2019 is at \$27,405.41. Should we consider giving this deposit back to You, Inc? Should we retain a portion of the deposit?

If the board decides to move forward with extending a new lease agreement to You, Inc, we will need to seek authorization at Town Meeting by placing an article on the warrant this fall.

Bill Manter suggested checking with the school department regarding transportation costs. Matt Mecum agreed and stated that regarding the deposit, Transportation costs have probably gone up since the last time and we should consider keeping the deposit; All for extending and renewing the lease and getting the building where it needs for them; we need to work through it and see what the best way to do it is. I'd be more apt to hear what Bob has to say to come up with a multiyear plan. The Board agreed that they will wait to hear what Bob Bourassa's inspection tells them on the 5th of September so April will have an update at the meeting on September 9th. April suggested that moving forward there should be yearly inspections on the property, the board agreed.

The Board decided they would decide after they find out how much money is in the account and how much work actually needs to be done to the You Inc., building. April will bring all the information to the next BOS meeting on Monday, September 9th and the BOS will make their decision once they have been provided this information.

5. As you are aware, my contract is set to expire on December 31, 2019. Per my Agreement with the Town, I must provide written notice to the Board if I desire to renew my employment with the Town by September 30th, 2019. I am hereby informing the Board of my desire to continue my employment with the Town and that I would like to enter into negotiations. If the Board is in favor of having these discussions, I would like to present my terms to the Chair and have him bring them back to the Board for discussion.

The Board agreed that they would go into discussion with April for renewing her contract.

6. I have included in your packet examples of three-year paving contracts. Both the Highway Superintendent and I feel that it would be beneficial for the town to put out and RFP for multi-year contracts.

Basically the three-year contract is the same as a regular one-year contract, with only the verbiage related to the contract period referencing the extensions being different. There are highlighted sections in the contract that reference the option to renew. I also attached an example renewal letter that the town would send each year that we would want to renew. Bid quantities are based on what will be used in a one-year period, with the thought being that the town will use close to the same amount each of the years of the contract, if renewed.

Most towns note that all quantities are estimates only, and they could be more or less than what is included in the bid. If the town does not wish to renew the contract at any renewal date and would

prefer to put the services back out to bid, it will be at their discretion to do so. If the town does offer renewal, and the contractor chooses not to renew, they can also opt out.

Also, keep in mind that each year you do renew, you will want to get an updated certificate of insurance and bonds from the contractor and you will want to request an updated prevailing wage document from the state after each year long term has been completed.

7. It has been brought to my attention that there is a presentation at this year's CMCOPA annual conference regarding the Boylston Police Academy and the possibility of the academy moving to Southbridge. Upon hearing the news, I reached out to Representative Harold Naughton who is following up on the information. Although there may be some changes occurring at the MPTC, I have been assured that they have no plans to move in the immediate future and that the space upstairs will be continued to be used to meet in service requirements for officers. The MPTC signed a 5-year renewal agreement with the town back in May 2018, which is set to expire in 2023.
8. I have been told that we should be expecting some visitors at our next meeting. The Wachusett Softball Association 12-and-under division, the Strikers, will be coming in to see you as we celebrate their undefeated record and their local Franklin 12u Killer Bees tournament win as well. I know we will be looking forward to that.
9. Our Treasurer/Collector has been working on a Turnover Policy to be set into place so that all of our offices are handling their cash/check receipts in the same manner. I have included a copy in your packet and if it is acceptable to the board, we would like to have it voted on as approved this evening. Our financial audits for FY18 have just begun and having this policy in place going forward will be good for our auditors to see.

Matt Mecum made a motion to accept the Turnover Policy as written, Jamie Underwood seconded. Voted all in favor.

Report of the Police Chief to the Board of Selectman:

Crime Statistics were presented.

Vehicles: Had one with a leak of some kind; muffler system. Highway mechanic raised it and got us through 4-5 months. It ruptured again and they saved us probably more than \$300 in labor. Jamie brought up that 3 vehicles will have over 100,000 miles. The Chief said if they could they would be looking at two vehicles next year; one in the budget and one as an article.

Chief's Schedule:

- July 16th – Interviews Part-Time Dispatcher

- Two great candidates; Part-time dispatcher in Sterling and another one was a two-year full-time dispatcher in Rutland Center. Should be minimum training.

July 17th – Attended a meeting with Selectmen Mecum and Town Administrator; SRO position

July 18th – Cyprian Keyes; Crisis Action Team Meeting

July 25th – Clinton Hearings at Clinton District Court

July 29th – Meeting at Town Hall; Route 140/Sewall Street Intersection
July 31st – Sgt Annunciata and Officer Ryle; SRT Swat Range Program
August 6th – 9am-12:30pm; Tahanto Meeting: ALICE Training
August 9th – Ticket Hearings at Clinton District Court
September 13th – Ticket Hearings at Clinton District Court

Accidents:

Linden and Mile Hill Road Accident. There have been 7 accidents at this location in the past 10 years; no fatalities. Steve Mero and The Chief met out on the ground and increased signage and cleared away lines of sight. They will continue to monitor this location.

Building Inspector:

Building, Plumbing and Electric Permits: were presented

Busy month; lots of permits came in. Tony mentioned he is unsure why, but they all came in at once. Jim Wood asked if there were any projects happening up by FedEx. Tony responded that you get a lot of questions about the property but then nothing ever seems to come of it.

Discussion: Boylston Historical Town Hall Operations: Bruce Filgate

Bruce Filgate came in to discuss the operations of the Boylston Historical Town Hall; the lease agreement, fee collections, and ownership. He mentioned that the last lease he found was in 2012 and it was not renewed, or he believes it was not and can not find any information regarding it. He asked that if the lease is expired and the previous owners no longer have ownership of it, he mentioned he would “like to make it as useful to the rest of the Town Organizations as we can.” He asked if he should be collecting fees or worry about insurance with the Town. Jim Wood asked what his ideas are, and Bruce responded stating that he would like to continue to use it to any organization that wants to use it reasonably well. The Town does own the building and the “postage stamp” it was built on 4 feet around the building and no parking spaces. The board agreed that the Boylston Historical Commission may use the Historical Town Hall Building in the best interest of the town.

Common Victual License Request for Change of Ownership; Boylston House of Pizza

Medhat Botros came in to speak with the Board to get approval for the Change of Ownership from Katrina Eliadis to himself and partner. He brought in a copy of his lease agreement with the building owner. He does not currently have his alcohol license in order however that will be the next step. The Board welcomed Medhat to town and wished him the best of luck.

Matt Mecum made a motion for the Change of Ownership for the Boylston House of Pizza, Jamie Underwood seconded. Voted all in favor.

Planning Board to discuss the Sewall St/Route 140 Traffic Improvements:

The project started almost a year ago when the Town received a grant under the Housing Choice Plan. Used the \$83,000 grant on an intersection study and to have the plans drawn. A draft plan

was submitted previously, and the BOS agreed to move forward. We had a public meeting in mid-May where neighbors and public officials met to discuss the project; with the comments from this meeting WSP drew up the final plans which were presented before the board today.

Jim Wood asked Dr. Baker to explain to the residents where the money is going to come from. Dr. Baker mentioned that when the special permit for apartments was approved; we applied a condition that the developer apply \$25,000 to improvements to the intersection. Dr. Baker mentioned that Town Counsel, may be aware that the Compass Pointe Developer has a similar condition; make improvements. The condition stated that it also should cover the engineering costs. The town has already paid for those so the board needs to determine how much money they should be asking this developer for.

Dr. Baker explained that there are three parts to this project; Adding turning lanes on North Sewell, adding turning lanes on South Sewell and putting a dedicated turning lane on Route 140. The cost estimate that WSP drew up was less than \$150,000, but those three parts can be done separately. If they are done separately, it will cost more. Dr. Baker stated that they can give us an estimate for each part, as well as an estimate for doing everything at once.

Jamie Underwood asked how current the traffic study was for this plan. Dr Baker responded saying that the traffic counts are relatively current, however there have been more houses built in this area since that study was done. Jamie mentioned he would like to see everything get done at once. Bill Manter mentioned that the Compass Pointe sub division is nearing completion and the developer has already mentioned the Bill that he is going to seek a waiver on sideways on the outer loop and just have them on the inner loop road; this will require a public hearing and the planning board should be very interested in listening to what the residents have to say about that. If they waive the sidewalk costs, then we would be saving that developer a significant amount of money; we have some negotiating power Bill mentioned. Bill stated that we need to be aware that if more developments go into this area the Town should make sure their access point is different to not add stress onto this intersection.

Dr. Baker presented the plans to the board and discussion continued regarding what the next steps would be for the Town. He mentioned that obviously we would have to find funding at the next town meeting; we still have \$17,000 left that could be used to modify the plans or the best-case scenario; use it for the bids. Dr. Baker stated that we may need to rely on Town Counsel regarding getting the developer to act on the conditions. Matt Mecum stated that we should do everything to be proactive in the situation and probably set a deadline as to when we would like to meet again regarding this situation.

Review/Approve and Authorize the Chair to sign requisition no. 5 for Cross Street Project

Jamie Underwood made a motion to sign Req. no.5 for Cross Street Project, Matt Mecum seconded. Voted all in favor.

BYOB: Discussion:

Town Counsel mentioned that there is nothing in the statue and nothing in ABCC. If the Town would like to adopt something, then Town Counsel could put together something for us. Things to consider:

- Number of BYOB establishments allowed
- Limiting Hours
- Limiting quantity of alcohol that you are able to bring into an establishment

Safe Harbor/State – Discussion on Reservoir:

Matt Mecum wants to start the discussion of approaching the state for additional funding for reservoir or 40B Law. Matt stated that we should not have to work towards the same goals as other towns with 40B, because of all the land that was taken from the Town for the Reservoir and now we have a limited space for commercial use.

April stated that we need to get our Affordable Housing Committee going. Matt agreed. April mentioned that she can reach out to other towns that are going through similar things and see how they feel. DCR continues to control more land than they did in the beginning and we have not seen the additional dollar amounts since taking more land. April stated that we would probably have a better fighting chance with multiple towns bringing up this issue together. Jim Wood suggested that we find out when the next 5-year program is, and we go back to when we went to Boston and we got it raised from \$140,000 to \$349,000 and see how much land they had then and what they have now to see what the difference is. Discussion continued regarding this topic, but the board agreed that we have a significant argument and we should be fighting it; its been over 20 years.

*At , 8:25 PM on a motion made by Chairman James Wood and seconded by Jamie Underwood, the following roll call vote was recorded to go into Executive Session under **Per MGL c.30A, s.21, §3** to discuss strategy with respect to collective bargaining, if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares; Police Union contract and Dispatcher's Union contract. Jim Wood: Yes; Matt Mecum: Yes; James Underwood: Yes.*

The meeting was adjourned at 8:35 PM.

Respectfully submitted,
Alison Mack, Assistant to the Board of Selectmen

Meeting Materials

Agenda	On File in The Board Of Selectmen's Office
Meeting Sing- In Sheet	On File in The Board Of Selectmen's Office
Town Administrator's Report	On File in The Board Of Selectmen's Office
Chief Of Police Report and Stats	On File in The Board Of Selectmen's Office
Fire Chiefs Report and Stats	On File in The Board Of Selectmen's Office
Building Inspectors Report and Stats	On File in The Board Of Selectmen's Office
BOS Meeting Minutes 07/15/19	On File in The Board Of Selectmen's Office
Tower Hill Botanic Garden Bar Service	On File in The Board Of Selectmen's Office
Cross Street – Req No. 5	On File in The Board Of Selectmen's Office
140/Cross Street Plans	On File in The Board Of Selectmen's Office