
four feet in several locations. When the grade exceeds four feet, a forty-two inch high barrier shall be installed.

1.11 The crossing at Nagog Brook may become a subdivision road. To avoid the need to rebuild the crossing, the plans should be prepared by an engineer so that the culvert and associated wing walls are designed for H-20 loading.

1.12 The Plan, as herein modified, will:

1. Protect the neighborhood and the Town against seriously detrimental or offensive USES on the site and against adverse effects on the natural environment.
2. Provide for convenient and safe vehicular and pedestrian movement and that the locations of driveway openings are convenient and safe in relation to vehicular and pedestrian traffic circulation, including emergency vehicles, on or adjoining the site.
3. Provides an adequate arrangement of parking and loading spaces in relation to the proposed USES of the premises.
4. Provides adequate methods of disposal of refuse or other wastes resulting from the USES permitted on the site.
5. Is consistent with the Master Plan.
6. Is in harmony with the purpose and intent of this Bylaw.
7. Will not be detrimental or injurious to the neighborhood in which it is to take place.
8. Is appropriate for the site and complies with all applicable requirements of this Bylaw.

Therefore, the Board voted to **GRANT** the requested Site Plan Special Permit, Special Use Permit, and Flood Plain Special Permit subject to and with the benefit of the following Plan modifications, conditions and limitations.

2.0 **PLAN MODIFICATIONS**

Prior to the issuance of a building permit or the start of any construction on the site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected or modified information. The Building Commissioner shall not issue any building permit nor shall he permit any construction activity to begin on the site until and unless he finds that the Plan is revised to include the following additional, corrected or modified information. Except where otherwise provided, compliance with the requirements of this permit shall be subject to the approval of the Building Commissioner. Where approvals are required from persons other than the Building Commissioner, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Commissioner before the Commissioner shall issue any building permit or permit any construction on the site. The Petitioner shall submit two copies of the final plans as approved for construction by the Building Commissioner to the Building Commissioner prior to the issuance of a building permit.

- 2.1 The Plan shall be modified to reflect that post-development runoff does not exceed pre-development runoff and provide calculations.
- 2.2 Provide plan details on the box culvert, wing walls, drop inlet, and drain manhole in sufficient detail so that a contractor may install them. The box culvert and wing walls have to be designed by a Mass. registered structural engineer for H-20 loading.
- 2.3 Indicate on the plan that the building will have an approved automatic fire detection and manual fire alarm system directly connected to the Acton Fire Department by a master fire alarm box. The plan should also show a lock box.
- 2.4 The site plan shall indicate that all disturbed surfaces will be covered with four inches of loam and a seeding with a naturalizing mix of perennial grasses.
- 2.5 Where the retaining wall around the building is in excess of four feet, a forty-two inch barrier shall be installed.

3.0 CONDITIONS

- 3.1 Prior to occupancy or use of the new building, an as-built plan will be supplied by the engineer of record certifying that the project was built according to the approved documents. The as-built plan shall show all pavement, building and drainage structure locations above and below grade in their true relationship to lot lines, and include appropriate grades and elevations. In addition to the engineer of record, said plan shall be certified by a Mass. Registered Land Surveyor.
- 3.2 All necessary approvals of the Board of Health as it pertains to the size and location of the septic system shall be obtained prior to the issuance of the Building Permit if a variance is not obtained from the State. A Hazardous Storage Permit shall be obtained from the Board of Health.

4.0 LIMITATIONS

The Authority granted to the Petitioner by this permit is limited as follows:

- 4.1 This permit applies only to the site which is the subject of this petition. All construction shall be conducted in accordance with the terms of this permit and shall be limited to the improvements shown on the Plan.
- 4.2 There shall be no further development of this site without written consent of the Board of Selectmen as outlined within the Acton Zoning Bylaw.
- 4.3 This Decision applies only to the requested Special Permit. Other permits or approvals required by the Acton Zoning Bylaw, other governmental boards, agencies or bodies having jurisdiction shall not be assumed or implied by this Decision.
- 4.4 No approval of any indicated signs or advertising devices is implied by this Decision.
- 4.5 The hauling of earth to and from the site shall be restricted to the hours between 9:00 AM and 4:00 PM Monday thru Saturday.

cc: BOS

Selectman

10/25/94

RECEIVED & FILED

DATE October 18, 1994

2

Barbara E. Brown
for TOWN CLERK, ACTON
OCT 19 1994



MASSACHUSETTS
BOARD OF APPEALS

INCLUDE W/ NUMBERED
MAIL RE CONTINUED
DISINFECTION FACILITY
HEARING - 7:45 10/25/94

DECISION NO. 94-19

**DECISION ON THE PETITION BY TOWN OF CONCORD PUBLIC WORKS
COMMISSION, 133 KEYES ROAD, CONCORD, MA**

A public hearing of the ACTON BOARD OF APPEALS was held in Room 126 of the Acton Town Hall, Acton, Massachusetts on Monday, September 12, 1994 at 8:00 PM on the petition by Town of Concord Public Works Commission for a PETITION FOR A VARIANCE from the Acton Zoning Bylaw, for all Sections of the Bylaw that apply, in order to allow the construction of a drinking water disinfection facility for the Nagog Pond water supply facility in Acton, Map C4/Parcel 14 and Map B4/Parcels 101034 through 144446.

The public hearing on September 12th was continued to September 19, 1994 at 8:00 PM due to the lack of a quorum on September 12th.

Members of the Board of Appeals present on September 19th were Duncan Wood, Chairman; Nicholas Miller, Member and Acting Clerk; Janet Clark, Alternate Member; and Valerie Grier, Board of Appeals Secretary. Also present were Harold Storrs, representing the Town of Concord, Petitioner; Maurice Caron, Town of Concord; Jack O'Connell, Haley & Ward; and Michael Griffin.

Mr. Wood opened the hearing, introduced the Board Members, read the petition, noted file contents, and explained hearing procedures.

The Board of Appeals, after considering the materials submitted with the petition together with the information developed at the public hearing, finds that:

- (1) The Town of Concord is attempting to comply with USEPA requirements for disinfection of all surface water based public water supplies. The project proposes to install a ozonization based treatment process in a new building to be built on land owned by the Town of Concord just to the south of the existing dam where Nagog Brook discharges from the reservoir.
- (2) The project site is located in woods at a location that currently lacks vehicle access. The property also lacks frontage on a public way, due to the history of how the land was acquired by the Town of Concord.

(3) In order to provide vehicle access to the site, a driveway is proposed to connect the site to the Acorn Park subdivision which is currently under construction. This access also requires an easement across property owned by Palmer. The treatment facility is proposed on the south side of Nagog Brook, thus requiring a crossing of the brook. The proposed location of the crossing is a location where relatively little flood plain storage exists due to the steepness of the stream channel and the narrowness of the valley.

(4) The location of the treatment building is isolated and remote from any other active land use. Most of the adjacent land is controlled by either the Town of Concord as a water supply protection district or is Acton Conservation Land. The only abutting private property (Palmer) is undeveloped and is likely to be transferred to the Town of Concord as part of a proposed land swap.

(5) The project has already received an "Order of Conditions" from the Acton Conservation Commission. Partly in response to that review, the design of the crossing was modified to reduce the volume of flood plain fill. Revised calculations for the wetland and floodplain fill volume were submitted by Haley & Ward at the hearing.

(6) The specific provisions of the Acton Zoning Bylaw that may require variances for the proposed design, and a paraphrased summary of the requirement, are as follows:

Section 4.1.8.1.b Retain 98% of the existing natural floodplain storage without construction of compensatory storage areas.

Section 4.3.6.2 Retain volume of groundwater recharge occurring on site to pre-development condition.

Section 5.2.2 Frontage on a street is required for a building lot.

Section 6.7.3 Access driveways should consist of a 24 foot wide pavement.

Sections 6.7.5, 6.7.6, and 6.7.7 Specific requirements for landscaping around the perimeter of the project site and within designated parking areas.

Section 10.4.3.1 No increase in the peak rate of runoff from up to a 10-year design storm.

(7) The Town of Concord's design has attempted to be sensitive to the issues raised in the sections of the Bylaw listed above, but certain aspects of the requirements that are intended for more conventional site plan layout are not fully met, and the need for frontage can not be met.

Without the requested variances the project is either infeasible, or will require more extensive tree cutting and grading alterations to the natural environment in that location.

(8) Protection of water resources is a specific goal of the Acton Master Plan. Granting appropriate variances to allow the construction of the disinfection facility is consistent with the

objectives of the Master Plan.

As a result of the above findings, the Board of Appeals concludes that:

(1) The proposed project will benefit the safety of the water supply resources serving the Town of Concord and a portion of Acton.

(2) The volume of floodplain storage that will be lost is limited to approximately 400 cubic feet. It can not reasonably be determined whether this exceeds 2% of the storage on the site without a much more detailed topographic survey and a decision on what existing volume should be considered, since the fill is within an easement crossing the brook at some distance from the actual construction site for the treatment building. The strict application of Section 4.1.8.1.b at this location is not appropriate given the character of the stream valley, the limited loss of storage volume that has been engineered, and the dominating flood control benefit provided by the Nagog Pond, just upstream of the crossing location.

(3) The proposed drainage swale, if lined with stone, will limit the loss of groundwater recharge resulting from the project. The actual existing recharge in the area of the proposed building is currently limited due to the steep slopes and density of vegetative cover. The strict application of Section 4.3.6.2 is not appropriate for this particular project, but the design of the drainage swales should include an enhanced opportunity for the recharge of runoff from the site.

(4) The lot where the treatment facility is to be built lacks frontage. The strict enforcement of Section 5.2.2, would prohibit the project without the purchase of significant additional land for no purpose other than to reach a public way. Given the nature of this project there is no overriding need for frontage on a street as long as access has been provided via permanent easements.

(5) The site will be visited once per day by a water system operator. There will not be a significant traffic using the driveway. Thus the need for a driveway with a 24 foot wide pavement does not exist.

(6) The site is in the midst of an existing woodland. The specific requirements for landscaping are not appropriate to this location.

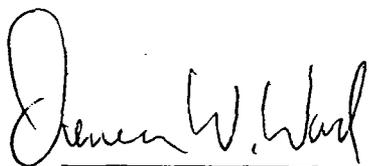
(7) The impact on drainage patterns resulting from construction of this project will be very limited due to the small size of the treatment structure and the narrow width of the access road surface, and the small parking area.. The waterway or swale along the northern side of the access road should include an enhanced opportunity for the recharge of runoff from the site.

Based upon the findings and conclusions, the Board voted unanimously to GRANT a general variance to Sections 4.1.8.1.b, 4.3.6.2, 5.2.2, 6.7.3, 6.7.5, 6.7.6, 6.7.7, and 10.4.3.1 of the Zoning Bylaw for the construction of this project, subject to the following condition.

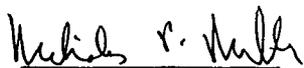
(1) The drainage swale along the northern side of the access driveway will have a crushed rock bottom at least 12 inches deep and two feet wide. The purpose of the crushed rock bottom in the swale will be to encourage infiltration of runoff from smaller storm events and to reduce erosion in the trench during larger storms.

Any person aggrieved by this decision may appeal pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 17, within twenty (20) days after this decision is filed with the Acton Town Clerk.

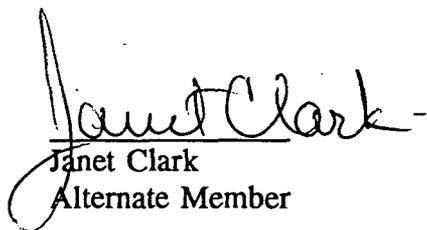
**TOWN OF ACTON
BOARD OF APPEALS**



Duncan Wood
Chairman

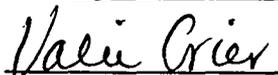


Nicholas Miller
Member-Acting Clerk



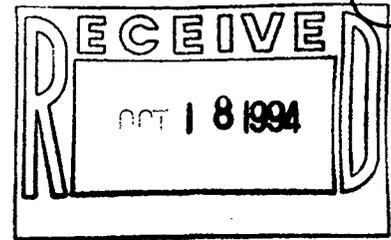
Janet Clark
Alternate Member

I certify that copies of this decision have been filed with the Acton Town Clerk and Planning Board on Oct. 18, 1994.



Valerie Grier
Secretary
Board of Appeals

10/25/94 (3)



BOY SCOUTS OF AMERICA
Troop #32
7 Lincoln Drive
Acton, Massachusetts 01720
October 15, 1994

Board of Selectmen
Town of Acton
Town Hall
Acton, Massachusetts 01720

Dear Sir/Madam:

It is with great pleasure that I invite you to a Court of Honor being given for Brian M. Goose on Saturday evening, November 26, 1994 at 7:30 PM at St. Elizabeth of Hungary Church, 89 Arlington Street, Acton, Massachusetts. Brian will be receiving the highest honor Boy Scouting can give, the rank of Eagle Scout.

Brian has been involved in Scouting for ten years. He is a senior at Acton-Boxborough Regional High School and plans to attend college next year. He has shown many of the skills he will need in the future while doing his Eagle project. Planning, leadership and hard work went into his assisting with Acton Public Library's major fund raiser, the annual book sale. All citizens of Acton can be proud of Brian and the work he and his fellow Scouts did.

We hope you can join us in this tribute to Brian. Please R.S.V.P. to the above address.

Yours truly,

Sharon Santillo
Coordinator, Eagle Scout Advancement

Town of Acton
472 Main Street
Acton, MA 01720

Town of Concord
P.O. Box 535
Concord, MA 01742

10/25/94
Town of Lincoln
P.O. Box 353
Lincoln, MA 01773

4

October 24, 1994

Mr. Daniel Beagan, Director
Bureau of Transportation Planning & Development
Chairman, Route 2 Corridor Advisory Committee
Executive Office of Transportation & Construction
Ten Park Plaza, Room 4150
Boston, MA 02116

Dear Mr. Beagan:

In the interest of working cooperatively and productively with you through the Route 2 Corridor Advisory Committee (CAC), we are providing you with a "Statement of Purpose and Agreement" among the three Towns that participate in the CAC, as follows:

**STATEMENT OF PURPOSE AND AGREEMENT
Among the Towns of Acton, Concord and Lincoln, MA
For the Route 2 Corridor Advisory Committee**

Mission of the Route 2 Corridor Advisory Committee (CAC):

The mission of the Route 2 CAC is to bring about short-term and long-term improvements to Route 2 that improve safety, increase the efficiency of traffic movement, and maintain appropriate local circulation. Our top regional priorities are Crosby's Corner and the Concord Rotary, in that order. Local priorities will be determined by each Town, and one Town will not take any action that dictates or contradicts another Town's local priorities.

In recognition of this mission, we are in agreement on the following:

1. While improvements to commuter rail and other public transportation services in the "Route 2 Corridor" are priorities for our Towns, *the focus of the CAC* will be solely on improvements to Route 2 itself in order to accomplish the CAC's mission.
2. The CAC will include the Massachusetts Highway Department (MHD), the Bureau of Transportation Planning & Development (BTP&D) and the Central Transportation Planning Staff (CTPS). It will not include public transportation agencies, such as the MBTA, or address other transportation issues that could divert attention from Route 2.
3. At a minimum, the Towns will expect quarterly meetings of the CAC at which MHD and CTPS will be asked to report reasonable progress on long-term and short-term improvements to Route 2.
4. We will expect these improvements to be accomplished in segments so that we can gain funding for them in each annual Transportation Improvement Program. Our target date for the long term improvements is the year 2000.

5. The three Towns will meet as needed outside of the quarterly CAC meetings to reach agreement on improvement priorities, and on any other issues that arise, so that we can send one message to the State at CAC meetings.

6. The CAC and the three Towns will not support additional travel lanes on the mainline of the Route 2 corridor.

7. It is the intent of the CAC to seek improvements that maintain the existing rural and scenic character of Route 2, to the extent that this is consistent with the mission statement above.

8. Cooperation and negotiation among our Towns' CAC members are essential to our mission. Our joint efforts through the CAC should bring about more timely attention to Route 2 improvements by enhancing our abilities to influence state decision-making and receive priority for planning, engineering and construction funds.

9. Each Town will designate one member of its Board of Selectmen and one member of its Planning Board to attend CAC meetings. An effort will be made to ensure that at least one member from each Town attends each CAC meeting so that the state agencies recognize that the CAC is representative of all three Towns.

10. Each Town's CAC members will communicate with, and provide copies of CAC meeting minutes, to their other board members in order to ensure that all Selectmen and Planning Board members are kept up to date and are in agreement with CAC actions.

This statement of purpose and agreement will serve as a guide for our participation in the Route 2 CAC in recognition of the importance of Route 2 improvements to our citizens and the fact that our cooperation is essential to achievement of this goal.

Acton Board of Selectmen

Concord Board of Selectmen

Lincoln Board of Selectmen

Acton Planning Board

Concord Planning Board

Lincoln Planning Board

- cc. Secretary James J. Kerasiotes, EOTC
- Commissioner Laurinda Bedingfield, MHD
- Senator Robert Durand (for Acton)
- Senator
- Representative Pamela Resor (for Acton and Concord)
- Representative

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original

10/25/94

5

INTERDEPARTMENTAL COMMUNICATION

TOWN MANAGER'S OFFICE

DATE: October 4, 1994

TO: 61A Committee, Conservation, Planning, Assessor's Office
Municipal Properties, Engineering

FROM: Town Manager's Office

SUBJECT: 61A Offer - George C. Greene - 331-341 Pope Road

The Board of Selectmen's Office is in receipt of a bona fide Purchase and Sales Agreement on the subject property. Under the provisions of Chapter 61A the Board of Selectmen has the right of first refusal on the property.

Please review the attached offer and send comments and recommendations (e.g. What is the assessed value? What are the recapture taxes/penalties? Have they been paid? What is the zoning? What are the development potentials or plan? What is the value of the property to the Town? Please forward your comments to the Board for inclusion on a future Selectmen's Agenda.

cc: Board of Selectmen



TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

October 4, 1994

Ms. Teresa A. Belmonte
Hemenway & Barnes
60 State Street
Boston, MA 02109

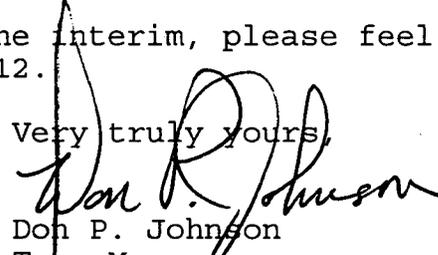
RE: George C. Greene - 61A Offer
331-341 Pope Road, Acton, MA

Dear Ms. Belmonte:

I am in receipt of your letter to the Acton Board of Selectmen, dated October 3, 1994, regarding your receipt of a bona fide offer to sell your property currently in Chapter 61A. Town departments have received a copy of your submitted information and will be reporting back to me for Board of Selectmen consideration at an upcoming regularly scheduled Board of Selectmen's meeting.

If you have any questions in the interim, please feel free to contact my office at 264-9612.

Very truly yours,


Don P. Johnson
Town Manager

cc: Board of Selectmen

**HEMENWAY & BARNES
COUNSELORS AT LAW**

GEORGE H. KIDDER
DAVID H. MORSE
ROY A. HAMMER
LAWRENCE T. PERERA
JOHN J. MADDEN
GEORGE T. SHAW
TIMOTHY F. FIDGEON
RUTH R. BUDD
MICHAEL B. ELEFANTE
MICHAEL J. PUZO
THOMAS L. GUIDI
EDWARD NOTIS-MCCONARTY
DIANE C. TILLOTSON
STEPHEN W. KIDDER
SUSAN HUGHES BANNING
FREDERIC J. MARX
DEBORAH J. HALL
KURT F. SOMERVILLE
TERESA A. BELMONTE

60 STATE STREET
BOSTON, MASSACHUSETTS 02109-1899

TELEPHONE (617) 227-7940

FAX (617) 227-0781

ALFRED HEMENWAY
(1863-1927)

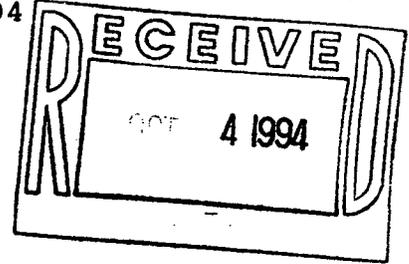
CHARLES B. BARNES
(1893-1956)

ANDREA H. MAISLEN
BARBARA ZICHT RICHMOND
BRIAN C. BRODERICK
MARSHA K. ZIERK
CHARLES FAYERWEATHER
CHRISTOPHER J. DENN
JAMES P. WARNER

MICHAEL L. LESHIN
COUNSEL

GUIDO R. PERERA
OF COUNSEL

October 3, 1994



BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Board of Selectmen
Town of Acton
472 Main Street
Acton, MA 01720

Re: Notice of Sale of Land Assessed for Agricultural
Use Under Massachusetts General Laws Chapter 61A

This firm represents George C. Greene. Mr. Greene is the owner of a 32,670 square foot parcel of land located at 331-341 Pope Road, Acton, Massachusetts, and shown as Lot 20 on the Acton Assessors' Map 00E6 (the "Land") and assessed to both Mr. Green and his then wife, Pauline S. Clayton Greene, who died in 1992 (Middlesex Probate Court No. 92P5441E). The Land is currently taxed on the basis of its agricultural use. The notice of Chapter 61A tax lien is recorded with Middlesex County South District Registry of Deeds, Book 13064, Page 93.

On behalf of Mr. Greene, I am hereby notifying you pursuant to Massachusetts General Laws, Chapter 61A, Section 14, of Mr. Greene's intent to sell the Land to William Costello, or his nominee, for residential use for \$700,000 pursuant to the terms of a purchase and sale agreement dated September 29, 1994, a copy of which I enclose. Mr. Greene is also selling to Mr. Costello the real estate located in Concord that is contiguous to the Land pursuant to this same purchase and sale agreement.

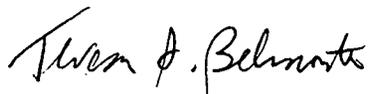
If the Town decides not to exercise its option of first refusal to purchase the Land, please send to me at the above address written notification of the same in accordance with Chapter 61A, Section 14 at your earliest convenience.

HEMENWAY & BARNES

Board of Selectmen
October 3, 1994
Page 2

Thank you for your attention to this matter.

Sincerely,



Teresa A. Belmonte

TAB/slb
Enclosures
Certified Mail No. P 923 548 678

cc: Acton Board of Assessors (c/o Town Clerk, by Certified Mail,
Certified Mail No. P 923 548 677)
Acton Planning Board (c/o Town Clerk, by Certified Mail,
Certified Mail No. P 923 548 679)
Acton Conservation Commission (c/o Town Clerk, by Certified
Mail, Certified Mail No. P 23 548 674)

STANDARD FORM
PURCHASE AND SALE AGREEMENT

From the Office of:
Teresa A. Belmonte, Esq.
Hemenway & Barnes
60 State Street
Boston, MA 02109
(617) 227-2970

This 29th day of September, 1994

1. PARTIES
AND MAILING
ADDRESSES

George Clayton Greene, of 339 Pope Road, Concord, MA 01742
hereinafter called the SELLER, agrees to SELL and

(fill in)

William Costello, of 25 Holdenwood Road, Concord, MA 01742

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: the land together with the buildings and improvements thereon located mostly in Concord and partly in Acton, and consisting of all of the contiguous real estate owned by Seller abutting Pope Road and Spencer Brook Road and containing approximately 21.29 acres in Concord and approximately .75 acre in Acton (the "Premises"). For Seller's title, see Paragraph 31

2. DESCRIPTION
(fill in and include
title reference)

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

~~but excluding~~

4. TITLE DEED
(fill in)

* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven _____ days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the ~~current~~ use of said premises. as a single family dwelling on each of Lots 1 and 2 as shown on Exhibit A, and as many single family dwellings as is possible under current zoning and other applicable laws and regulations with respect to the remainder of the Premises.

* proposed

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is
One Million Five Hundred Thousand (\$1,500,000.00) dollars, of which

\$ have been paid as a deposit this day and
\$ has been paid with the offer and
\$ are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s). See Paragraph 32

\$
\$
TOTAL



8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** (*fill in*) Such deed is to be delivered at twelve o'clock o'clock P.M. on the 28th day of December, 1994, at the Middlesex County South District Registry of Deeds unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. See Paragraphs 33 and 34
- POSSESSION AND CONDITION OF PREMISE.** (*attach a list of exceptions, if any*) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof.* The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. *and (d) free of all See also Paragraph 35 personal effects and debris and in broom clean condition.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** (*Change period of time if desired*). If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then ~~any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty _____ days. See Paragraph 43
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. **ACCEPTANCE OF DEED** The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or that provision for prompt recording thereof in accordance with prevailing conveyancing practices is made at the time of closing.
15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|--------------------------------|---------------------------|
| (a) Fire and Extended Coverage | *\$ replacement cost |
| (b) | |
- *Insert amount (list additional types of insurance and amounts as agreed)
16. **ADJUSTMENTS** (*list operating expenses, if any, or attach schedule*) ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. **BROKER'S FEE**
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of 5% of the purchase price is due from the SELLER to Brigitte Senkler & Assoc., Inc. but only if, as and when the SELLER receives the purchase price pursuant to this Agreement including as set forth in Paragraph 34, and the BUYER accepts and records the SELLER's deed or deeds but not otherwise and regardless of the reason for failing to close hereunder. ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.~~
19. **BROKER(S) WARRANTY**
(fill in name) The Broker(s) named herein Brigitte Senkler & Assoc., Inc. warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. **DEPOSIT**
(fill in name) All deposits made hereunder shall be held in escrow by Hemenway & Barnes as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER See Paragraph 37:
21. **BUYER'S DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing and this shall be SELLER's sole and exclusive remedy at law or equity.~~
22. **RELEASE BY HUSBAND OR WIFE** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
- ~~25. **WARRANTIES AND REPRESENTATIONS**
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made~~ ~~The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction and has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):~~
- ~~26. **MORTGAGE CONTINGENCY CLAUSE**
(omit if not provided for in Offer to Purchase)~~ ~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 19____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____, 19____.~~

- 27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

- 28. LEAD PAINT LAW The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

- 29. SMOKE DETECTORS The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

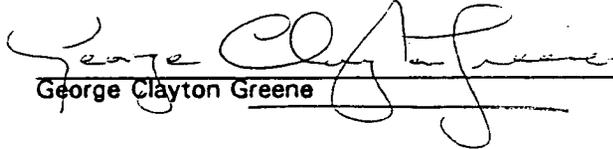
- 30. ADDITIONAL PROVISIONS ~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~
 Rider A is attached hereto and is incorporated herein by reference.
 Exhibit A is attached hereto and is incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
 LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

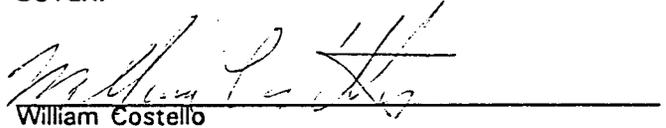
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

BUYER:



 George Clayton Greene

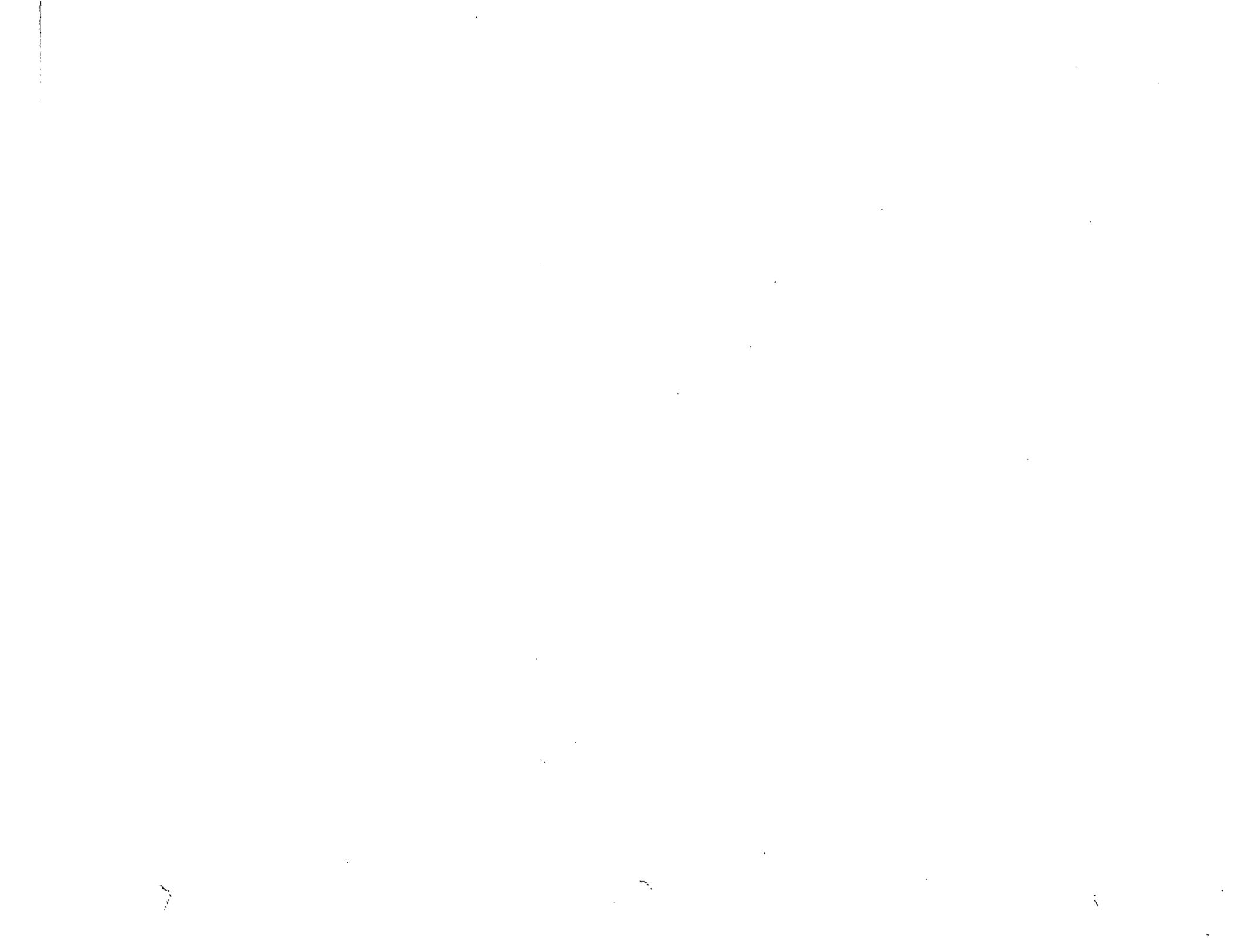


 William Costello

BROKER: Brigitte Senkler & Assoc., Inc.

By: _____
 Brigitte Senkler

EXTENSION OF TIME FOR PERFORMANCE		Date _____
<p>The time for the performance of the foregoing agreement is extended until _____ o'clock _____ M. on the _____ day of _____ 19____, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.</p> <p>This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.</p>		
<p>_____ SELLER (or spouse)</p>	<p>_____ SELLER</p>	
<p>_____ BUYER</p>	<p>_____ BUYER</p>	
<p>_____ Broker(s)</p>		



RIDER A

PREMISES: Real estate on Pope Road and Spencer Brook Road, located mostly in Concord and partly in Acton, Massachusetts

SELLER: George Clayton Greene

BUYER: William Costello

31. For Seller's title, see the following: deed of Pauline S. Clayton Greene to George Clayton Greene and Pauline S. Clayton Green dated March 21, 1966 and recorded with the Middlesex County South District Registry of Deeds, Book 11076, Page 232; deed of George H. Taft and Jean M. Taft to George Clayton Greene and Pauline S. Clayton Greene dated June 9, 1950 and recorded with said Deeds, Book 7593, Page 564; deed of Ruth F. Doherty to Pauline S. Clayton Greene dated May 2, 1949 and recorded with said Deeds, Book 7425, Page 524 and Estate of Pauline S. Clayton Greene, Middlesex Probate Court No. 92P5441E; and deed of James A. Ford and Elizabeth L. Ford to Pauline S. Clayton Greene and George Clayton Greene dated April 30, 1956 and recorded with said Deeds, Book 8716, Page 024.

32. The deposits and payments to be made by the Buyer for the Premises are as follows:

- (a) \$ 1,000 has been paid with the offer to purchase the Premises;
- (b) \$30,000 are paid herewith;
- (c) \$30,000 is to be paid as an additional deposit on or before November 30, 1994; and,
- (d) The balance of the purchase price is to be paid at the time of the delivery of the deed by certified, cashier's, treasurer's or bank check(s) or by wire transfer.

Any check given for amounts due under subsection (d) above shall be payable to Seller with no more than one indorsement, by Buyer only, and shall be drawn on a Boston clearinghouse bank.

33. Notwithstanding the provisions of Paragraph 8, above

(a) Buyer shall have the option to extend the time for the delivery of the deed by the number of days elapsed from August 30, 1994 until the date that Buyer's attorney receives a letter signed by the Acton Board of Selectmen in which the Board waives or releases its first refusal option with respect to the Acton portion of the Premises;

(b) Buyer shall have the option to extend the time for the delivery of the deed by ninety (90) days from the closing date specified in Paragraph 8 above, as extended pursuant to Subparagraph 33(a) above; and

(c) upon five (5) days prior notice to Seller, which may be oral, the closing shall occur at the office of Buyer's lender's attorney.

34. (a) The Premises contain two (2) existing dwelling structures numbered #339 and #337 Pope Road located on existing separate parcels of land. The Plan attached hereto as Exhibit A shows the dwelling structure known as #339 Pope Road on a redefined lot entitled Lot 1 (consisting of land of the Premises both in Concord and Acton) and the dwelling structure known as #337 Pope Road on a redefined lot entitled Lot 2 (consisting of land of the Premises both in Concord and Acton) on said Plan of Land.

(b) Subject to the provisions of this Paragraph 34, upon reasonable notice from Buyer to Seller and which notice period Buyer shall use its diligent efforts to be thirty (30) days, Buyer shall have the option of directing Seller to sell Lot 1 and/or Lot 2 to Buyer's nominee(s). Upon the sale of each of Lot 1 and/or Lot 2 in accordance with the provisions of this Paragraph 34, the net proceeds from each such sale shall be paid to, or retained by, Seller at the closing of the sale of each such Lot, and the sale(s) price(s) recited in the respective deed(s) to Lot 1 and/or Lot 2 shall be deducted from the purchase price of \$1,500,000.00. Such earlier partial sale(s) shall be subject to the following conditions:

(i) the sale price of Lot 1, as recited in its deed of sale, must be equal or greater than \$565,000.00;

(ii) the sale price of Lot 2, as recited in its deed of sale, must be equal or greater than \$285,000.00.

(c) In the event both Lot 1 and Lot 2 are so sold by Seller to Buyer's nominees and the gross selling price recited in the respective deeds of both Lot 1 and Lot 2 exceeds \$850,000.00, then only \$850,000.00 of the selling prices shall be credited against the Premises' selling price of \$1,500,000.00 and the net proceeds of such sales in excess of \$850,000.00 shall be paid to, or retained by, the Seller at each such closing as additional proceeds.

(d) Subject to the provisions of this Paragraph 34, Buyer shall have the option of directing Seller to convey the vacant land from the westerly boundary of Lots 1 and 2 to the most westerly boundary of the Premises, containing approximately 80,000 square feet, shown as Parcel A on Exhibit A attached hereto ("Parcel A"), to the Magowans (the owners of the property adjacent to the westerly side of Parcel A.) Upon the sale of Parcel A in accordance with Paragraph 34, the net proceeds from such sale shall

be paid to, or retained by Seller, at the closing of the sale of Parcel A, and the sale price recited in the deed to Parcel A shall be deducted from the Premises' purchase price of \$1,500,000. If the sales price recited in the deed to Parcel A exceeds \$335,000, only \$335,000 of the selling price shall be credited against the Premises' selling price of \$1,500,000 and the net proceeds of such sale in excess of \$335,000 shall be paid to, or retained by, Seller at such closing as additional proceeds.

(e) Seller's obligations under this Paragraph 34 are conditioned upon Buyer's having obtained all required governmental approvals to convey Lot 1, Lot 2, and Parcel A separately, including, without limitation, the Acton and Concord Planning Boards, the Concord Board of Health, Building Department, and Department of Natural Resources.

(f) Seller agrees to cooperate fully in any and all ways reasonably requested by Buyer to effect such earlier partial sale(s).

(g) Seller's obligations are those specified in this Agreement, and Seller shall have no liability or obligation with respect to any buyer of Lot 1, Lot 2, or Parcel A with whom Buyer contracts to sell, or to any real estate broker, except as provided in paragraph 18 above. The provisions of this subparagraph (g) shall survive the delivery of the deed(s) hereunder. Notwithstanding the foregoing, Seller's obligations under this Agreement continues to any nominee designated by Buyer, Costello, provided, however that Seller's obligations to such nominee shall be limited to Seller's obligations under this Agreement.

(h) Buyer shall keep Seller informed of Seller's progress in connection with such earlier partial sales and shall send to Seller copies of all agreements entered into for Lot 1, Lot 2, and Parcel A.

35. (a) Buyer, his agents and invitees may enter the Premises and any structure thereon at any time with reasonable notice to Seller for the purposes of surveying, inspections, investigations, marketing, selling, soil testing and the like, provided that all such entries into any residence shall take place in the presence of Ann Brace or Brigitte Senkler.

(b) In addition, Buyer, Buyer's nominee and their agents shall have the right, upon reasonable notice, to enter upon Lot 2 to install a well, pumps, filter system, electrical and plumbing fixtures and to connect such well to the dwelling located on Lot 2 to provide such dwelling with its own water supply (the "Work"), provided:

(i) all of the Work shall be done in a good and workmanlike manner in compliance with all applicable laws, codes, and regulations;

(ii) prior to commencing the Work, Buyer shall deliver to Seller copies of all such approvals;

(iii) Buyer shall not permit any mechanic's or materialmen's liens to be placed on Lot 2, and shall indemnify Seller from any and all amounts and damages incurred by Seller as a result of such liens; and

(iv) the location of the well shall not adversely affect the existing well that will service only Lot 1.

Buyer shall indemnify Seller and hold Seller harmless from all actions, suits, claims, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising from any of the Work permitted hereunder.

36. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by certified mail, postage pre-paid, return receipt requested, by express mail, by express courier service, or by facsimile transmission, in the case of Seller to the address set forth in Paragraph 1 above or to Seller's attorney, Teresa A. Belmonte, Esq., Hemenway & Barnes, 60 State Street, Boston, Massachusetts, 02109-1899, fax: (617) 227-0781, provided if any such notice is sent to Seller, a copy shall be sent to Seller's attorney, and in the case of Buyer to the address above or to Buyer's attorney, Frederick J. Conroy, Esq., Conroy and Coughlin, 114 Waltham Street, Lexington, Massachusetts, 02173, fax: (617) 861-0812, provided that if any such notice is sent to Buyer, a copy shall be sent to Buyer's attorney, or in the case of either party to such other address as shall be designated by notice given to the other party in compliance with this paragraph. Except as otherwise provided herein, all such notices shall be deemed to have been duly given on (i) the date of receipt if delivered by hand, if sent by Federal Express or other recognized overnight courier service or if sent by facsimile transmission or (ii) the earlier of the date of receipt and the first attempted delivery by the U.S. Postal Service, if transmitted by mail as aforesaid.

37. All deposits held pursuant to Paragraph 20 above shall be held in a federally insured, interest bearing account. All interest earned therein shall be divided equally between Seller and Buyer at the time of the delivery of the deed hereunder, unless either party defaults, in which event the interest shall follow the deposit. No interest shall be paid to a party otherwise entitled to interest hereunder except for the period after which the escrow agent named in Paragraph 20 has actually received a fully completed and executed Internal Revenue Service Form W-9 from such party. In the event of a dispute relating to the deposit held by the escrow agent named in Paragraph 20, the escrow agent shall have the right to retain the deposit pending the receipt of written instructions agreed to and signed by Seller and Buyer or of a court order directing the distribution of the deposit.

38. Seller hereby agrees to execute at closing all affidavits and indemnifications to Buyer's title insurance company and/or Buyer's mortgage lender (if any) as reasonably and usually required, including, but not limited to, affidavits indemnifying against claims of workmen and materialmen and affidavits as to the nonexistence of urea formaldehyde foam insulation on the Premises to the best of Seller's knowledge, parties in possession, the purchase price and allocation of the same.

39. Seller represents that, to the best of Seller's knowledge, the Premises do not contain urea formaldehyde foam insulation. The provisions of this paragraph shall survive the delivery of the deed.

40. Buyer acknowledges receipt of a notice form from the Massachusetts Department of Public Health setting forth Buyer's rights with respect to lead-based materials in the Premises and the dangers of the same

41. Buyer acknowledges that Buyer has had an opportunity to inspect the Premises and accepts the Premises in the condition they were in as of the date of such inspection.

42. In matters respecting title to the Premises, the standards of the Massachusetts Conveyancers Association shall be determinative to the extent applicable.

43. Notwithstanding the provisions of Paragraph 10 above, it shall be conclusively presumed that on November 30, 1994 (the "Examination Date"), Seller's title complies with this Agreement, and that the Premises are in compliance with the provisions of any instrument referred to in Paragraph 4 of this Agreement and that the rights, easements, agreements, encumbrances and restrictions of record, if any, are satisfactory to Buyer and any objections thereto are waived unless Buyer shall give written notice to Seller to the contrary before 5:00 p.m. on December 5, 1994, detailing with specificity the matters objected to by Buyer (the "Notice of Objections"). If Buyer fails to provide Seller with Notice of Objections by such time, then Buyer shall be deemed to have waived all objections to Seller's title, and to the rights, easements, agreements and restrictions of record, if any. If Buyer provides Seller with Notice of Objections pursuant to the provisions hereof, Seller shall be obligated to use reasonable efforts to cure said objections in accordance with Paragraph 10 of this Agreement. For purposes of Paragraphs 10 and 43, "reasonable efforts" shall be limited to a cost to Seller not to exceed \$50,000, exclusive of mortgages and monetary liens.

44. Seller represents to Buyer that Seller is not a foreign person under I.R.C. Section 1445 and agrees to execute at the closing a non-foreign certificate in compliance with I.R.C. Section 1445(b)(2).

45. Seller agrees to forthwith do all things necessary to remove the lien caused by the Chapter 61A (or if applicable 61B) property tax exemption on all affected portions of the Premises in the manner prescribed by statute.

46. Seller agrees to cooperate fully with Buyer in the latter's application for permits and approvals from municipal and state agencies.

47. The purchase price is allocated as follows:

(a) \$700,000 for the approximately .75 acre parcel located in Acton; and

(b) \$800,000 for the approximately 21.29 acres located entirely in Concord and which constitutes the remainder of the Premises.

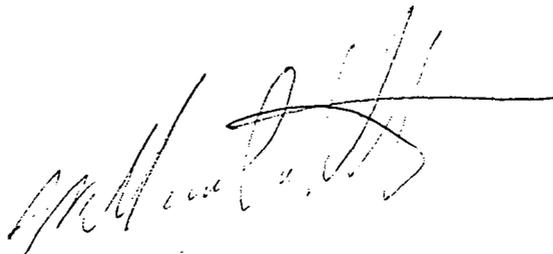
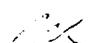
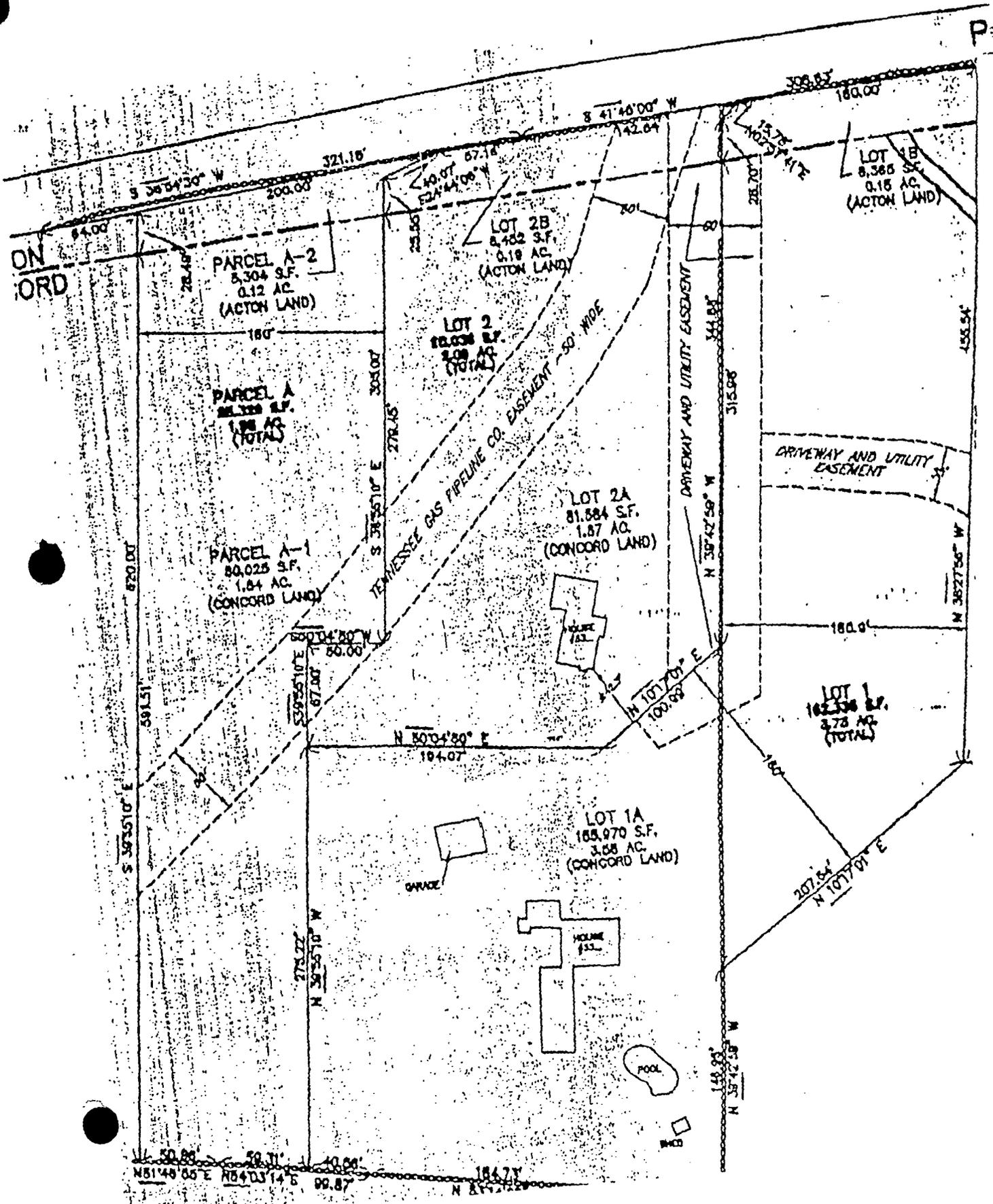
A handwritten signature in black ink, appearing to read "Matthew R. [unclear]", is written across the lower middle of the page.Handwritten initials, possibly "MR", are located in the bottom right corner of the page.

EXHIBIT A



CD

10/25/94

5

TO: Town Managers Office

FROM: Conservation

Subject: 61A Offer - Greene - 331-341 Pope Road

The asking price for the .75 acre parcel located in Acton is \$700,000 ; not a parcel the Acton Conservation Commission would recommend obtaining.

Most of the Greene property is located in Concord, with 21.29 acres of open farm fields, having much potential for active recreation. This property does not abut other Town of Acton owned land.

TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION



October 20, 1994

TO: Don P. Johnson, Town Manager
FROM: Dean A. Charter, Municipal Properties Director *(DAC)*
SUBJECT: 61A offer, George C. Greene

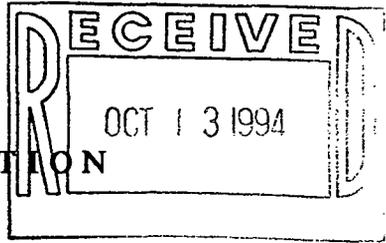
BOS FILE

I have reviewed the offer of land located at 331-341 Pope Road, noted above. The portion of the parcel in Acton is less than one acre in size, and constitutes a very narrow strip along Pope Road. I cannot think of a possible municipal use for this land for the Town of Acton, although the Town of Concord might see considerable value in obtaining the larger portion of the parcel which is located in their town. As this land is an open pasture, in an ideal world the two towns could develop a joint recreational facility straddling the Town lines, but the purchase price of \$1.5 million seems to rule this out.

DAC/460

5

TOWN OF ACTON
INTER-DEPARTMENTAL COMMUNICATION



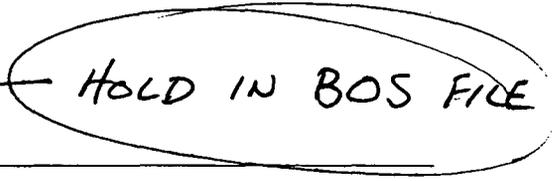
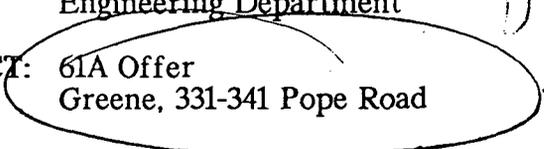
DATE: 10/13/94

TO: Town Manager's Office

FROM: Engineering Department

J. a.

SUBJECT: 61A Offer
Greene, 331-341 Pope Road



HOLD IN BOS FILE

There is no existing Town owned land abutting this parcel (B-6, 20). I don't see any reason why the Town would want this land.

5

Town of Acton

Planning Department

472 Main Street Acton, Massachusetts 01720

(508) 264-9636

INTERDEPARTMENTAL COMMUNICATION

TO: Don P. Johnson, Town Manager

DATE: October 14, 1994

FROM: Roland Bartl, AICP, Town Planner

RB

BOS FILE

SUBJECT: 61A Offer - Greene, 331-341 Pope Road

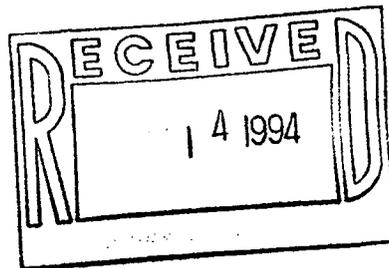
Only 3/4 acres of the land offered is located in Acton, the rest is in Concord. There is not much value in this part except that it is the key to frontage on Pope Road. Looking at the overall land, I see a scenic value. The rather picturesque open pastures on this land are one of the few remaining in this area. This matter is largely one for Concord to decide.

From a planning perspective the other Greene property across the street at 372 Pope Road might be more interesting. It is a key parcel for access to back land and a potential through connection to Carlisle Road. See my IDC to the Fire Chief and Police Chief in this matter.

I will have this on the agenda at the next Planning Board meeting on 10/24/94. If the Planning Board's input should differ from that stated herein I will notify you accordingly.

xc: Planning Board

ridc.94*68



10/25/94

①

TOWN OF ACTON

Inter-Departmental Communication

DATE: October 7, 1994

TO: Selectmen/Trustees
FROM: West Acton Citizens Library
SUBJECT: Gift

A donation of \$ 100.⁰⁰ has been made to the West Acton Citizens Library. This money will be used to purchase *books* as requested by the donor.

Lillian C. Hoey
Donor)

Book Group of the Acton Women's Club.

Suzi Pomeroy
Librarian



TOWN OF ACTON

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

NO. _____ DEPT. CITIZENS LIBRARY

DATE October 14, 1994

FROM	SOURCE	AMOUNT	TOTAL
FINES	137	4122	
GIFTS	751	4119	\$100. ⁰⁰

NO. _____
TO THE DEPARTMENTAL OFFICER MAKING THE PAYMENT

DATE October 14, 1994

RECEIVED OF _____ CITIZENS LIBRARY _____ THE SUM OF

One-hundred (cash) DOLLARS

FOR THE PERIOD ENDING _____ FOR COLLECTIONS AS
PER SCHEDULE OF THIS DATE, FILED IN MY OFFICE.

John Murray III TREASURE

10/25/94



FOR SALE

The Town of Acton, has for sale by sealed bids:

- Item 1 (A) 1986 Chevrolet Cavalier A-\$ _____
- Item 2 (B) 1986 Chevrolet Cavalier B-\$ _____
- Item 3 (C) 1986 Chevrolet Cavalier C-\$ _____
- Item 4 1985 Chevrolet 1 Ton Dump Truck
with Plow Frame (no plow)
Minimum Bid \$2,500.00 \$ _____
- Item 5 1979 Ford F600 \$ _____
- Item 6 1979 Ford Van \$ _____
- Item 7 1979 Ford F250 \$ _____
- * Item 8 52" Lawn Mower \$ _____
- * Item 9 8 X 8 Shed \$ _____
- * Item 10 Mohawk Brush Hog \$ _____
- Item 11 #54 Baker Plow \$ _____
- Item 12 #A Baker Plow \$ _____
- * Item 13 1955 DW-15 Cat \$ _____

ITEMS can be viewed at 14 Forest Road, Acton, MA 01720 (Town Garage)
Monday thru Friday from 7:00 A.M. to 3:00 P.M.

Clearly marked sealed bids can be mailed to the Town Hall, 472 Main Street,
Acton, MA 01720.

Bids must be received by 10:00 A.M. on the _____ where they will be
publicly opened and read.

All property is offered and sold "as is, where is". The Town of Acton
makes no express or implied warranties.

Bank check or Certified check made payable to the Town of Acton, in the
full amount of the bid, must be included with the sealed bid.

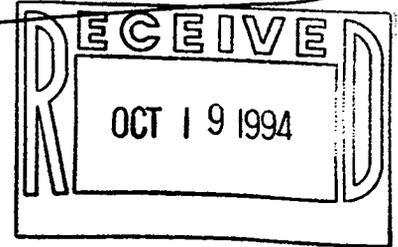
* Do not have Selectmen approval.

~~cc: BOS - CONSENT 10/25~~ *Richard Howe.*
NOTE TO BOS -

MOST ITEMS ARE PREAPPROVED FOR DISPOSITION
BY VIRTUE OF THEIR REPLACEMENT AUTHORIZATION FROM
TOWN MTG. WE ARE HANDLING VIA AUCTION THIS YEAR
BECAUSE TRADE VALUES/OFFERS WERE VERY LOW.
"*" ITEMS WERE NOT PART OF TOWN MTG. BUT HAVE
BEEN DETERMINED SURPLUS BY DEPT. ... NEED YOUR APPROVAL HERE.

CC: BOS - To Your Questions/Concerns RE SECURITY @
COMMUTER LOT. TOWN OF ACTON

INTERDEPARTMENTAL COMMUNICATION



October 20, 1994

TO: Don P. Johnson, Town Manager

FROM: Dean A. Charter, Municipal Properties Director *(APC)*

SUBJECT: Commuter Lot lights

The purpose of this memo is to update you on the status of the lighting at the Commuter Lot, and provide some indication of what sorts of changes could be made to improve the safety and security of the lot through improved illumination.

OLD CONDITION

Prior to the end of September, the lighting consisted of two streetlights on the access roadway, 2 7000 lumen Mercury Vapor (MV) floodlights at the south side of the lot, 4 20,000 lumen MV floodlights near the platform facing into the lot, and 3 MV floodlights illuminating the platform itself. All lights facing into the lot are paid for by the Town, with the platform lights paid for by the MBTA.

PRESENT CONDITION

The reconstruction work at the lot necessitated the relocation of the two poles that supported the town lights near the platform. A Boston Edison crew, supervised by Robert Lockwood, of the Framingham Division, did an excellent job working past midnight to install new poles and lights to remedy the potential hazard presented by having insufficient lighting. What exists at present is the two streetlights on the roadway, the 2 7000 lumen MV floodlights on the south edge, the 3 MV lights on the platform, and four new 40,000 lumen color corrected High Pressure Sodium (HPS) floodlights located near the platform, shining into the lot. The HPS lights have a slight amber color, but are not the traditional orange "crime lights". This lighting arrangement provides considerably more illumination in most of the lot than what was originally installed.

SHORT RANGE IMPROVEMENT

I have spoken to Mr. Barry McDonough, our account representative at Boston Edison, and he is in the process of writing up the work order to install an additional pole at the edge of the parking lot, just to the right of the access roadway as you enter the major portion of the lot. This pole will be equipped with two 40,000 lumen HPS lights. I expect that this installation will be completed by winter, and should resolve the dark area at the Central Street side of the lot.

LONG RANGE IMPROVEMENT

If it appears that there is still insufficient lighting in the lot after the improvements noted above, it would be fairly easy to convert the existing 7000 lumen MV lights on the south side of the lot over to 40,000 lumen HPS lights at a later date.

This project "threads the needle" between providing proper illumination for safety, and overwhelming the neighborhood with permanent daylight; I hope that this is the appropriate mix.



OFFICE OF THE
BOARD OF HEALTH
ACTON PUBLIC HEALTH NURSING SERVICES

472 MAIN STREET
ACTON, MASSACHUSETTS 01720
TEL: 508-264-9653

Mary Ellen Mayo, RN, MS
Administrator

cc: BOS - FYI

Flu Vaccine Clinic In Acton

Three Flu Vaccine Clinics are scheduled for Acton Senior Citizens in the coming weeks. Only people 65 years and older will be vaccinated at these first clinics at the request of the Massachusetts Department of Public Health. If enough vaccine remains, more clinics will be scheduled for other populations. Vaccinations will cost \$1 each. There will be no direct charge for people who have Medicare B. Be sure to bring your Medicare cards with you to the clinic. For more information call the Acton Public Health Nursing Service at 264-9653.

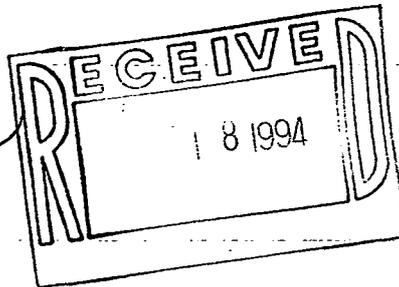
Clinic Schedule

Friday, October 28	Senior Center 50 Audubon Drive	8:30 AM - 12 Noon
Monday, October 31	Windsor Green Community Room	10 AM - 12 Noon
	McCarthy Village	12:30 - 1 PM

BOS -

OUR LANDLORDS HAVE VISITED ME TO EXPRESS THEIR CONCERNS OVER THE USE(S) TO WHICH WE ARE PLACING THIS FACILITY. I BELIEVE WE HAVE COME TO A FRAGILE AGREEMENT THAT WE WILL MONITOR THE SITUATION. THE WORST CASE SEEMS TO BE THAT WE TOTALLY DISAGREE. THE NITTY-GRITTY IS THAT THEY WANT US TO RESTRICT US OF THE BLDG. TO SENIORS WITH NO OTHER USES. WE RESPECTFULLY DISAGREE. WILL ELABORATE IF YOU DESIRE OR IF ISSUE COMES UP AGAIN.

CC: BOS - FYI



UGRO EAST, INC.

October 17, 1994

6 Maple Street
Northborough, MA 01532-1662
Tel: (508) 393-6779
Fax: (508) 393-8647

Board of Selectmen
Town of Acton
472 Main Street
Acton, MA, 01720

TELEPHONE CO. BLDG.
@ KELLEY'S CORNER.

Re: NYNEX Facility, 428 Massachusetts Avenue, Acton
DEP RTN #2-10079

Dear Sirs:

Pursuant to 310 CMR 40.1403 (f), Fugro is writing to inform you that NYNEX is submitting a Class A-2 Response Action Outcome (RAO) Statement, and that the RAO Statement is available for your review at the Massachusetts DEP. Also available at the DEP are the Immediate Response Action Completion Statement, the Subsurface Investigation Report, and other background information and correspondences related to the above referenced RTN. Upon acceptance of this RAO, the site will be deemed eligible for closure in accordance with the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000.

Fugro East, Inc. (Fugro), was retained by NYNEX to provide Licensed Site Professional (LSP) services and to perform a Method I Risk Characterization as defined in 310 CMR 40.0900, the MCP. The conclusions of the Risk Characterization were:

- Based on the most recent monitoring data available, ground water and soils at the site meet the appropriate standards. Thus, the concentrations of constituents of concern in the ground water and soils at the site pose no significant risk to human health
- No significant risks to safety or the environment were identified
- Based on the risk characterization performed in this assessment, no remedial action is required at the site.

Sincerely,
Fugro East, Inc.

David J.P. Foss
Project Geologist

Mark A. Worthington, C.G., LSP
Project Manager

cc. Acton Board of Health
NYNEX

O'Reilly, Talbot & Okun

Environmental and Geotechnical Engineering

sociates, Inc.

58A Bond Street • P.O. Box 371 • East Longmeadow, Massachusetts 01028
Voice (413) 525-8890 • Fax (413) 525-1597CC: D. HALLEY
BOS**PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT**October 20, 1994
File No. 022-01-01Cynthia Heslen
Anderson & Kreiger
20 Federal Street
Greenfield, Massachusetts 01301

Subject: Grace, Acton: Update on the Beginning of the Dig

Dear Cynthia:

This is a quick update on where the Grace project is relative to the beginning of invasive clean up activities. While I refer to this digging as an invasive activity, they do not anticipate encountering hazardous material in any of the excavations planned for this year.

It had been Grace's intent to begin rail track and soil removal in the "tank car area" on Wednesday October 19, 1994. However, I received a call late on the preceding Tuesday from Lynne Jennings (of EPA) that an unresolved conflict between EPA and Grace would delay the work. The conflict concerned the use of internal standards (a quality control procedure) in the air testing program; EPA wanted them, Grace did not. Since the digging work was not going to take place, I did not go to the site on Wednesday.

Lynne called again this morning saying a resolution had been reached on internal standards and invasive work would now begin on Monday, October 24th. Monday will likely be taken up by track dismantling with digging expected to begin on Tuesday. My plan is to be on site Tuesday to observe digging and to assess the operation of the air monitoring system.

Apparently the air monitoring system still has a few bugs in it: current ambient air measurements show exceedances of the established compliance standards, zero air blanks (samples of air of known purity) also show elevated levels on the monitoring equipment. Woodward-Clyde (Grace's air monitoring contractor) is working around the clock to resolve these problems. Lynne will be delivering a spiked sample to Grace tomorrow which they need to have analyzed with results by Monday for Lynne to give them a go ahead on the dig.

Lynne also mentioned two upcoming meetings. The first on November 1st or 2nd to discuss post closure groundwater monitoring requirements. The second meeting will be the following week on November 8th or 9th to discuss Sinking Pond sediment characterization. I told Lynne I would be

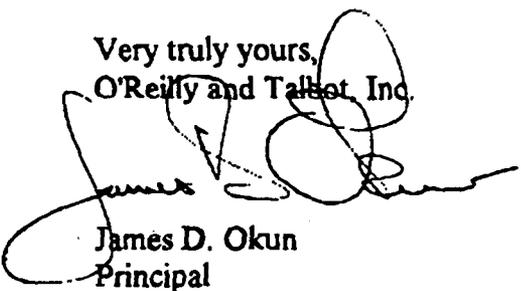
O'Reilly, Talbot & Okun
ociates, Inc.

October 20, 1994
Ms. Cynthia Heslen

available on either of the possible dates and believe it would be appropriate, from the Town's perspective, for me to attend them. Meetings will be at Grace in Lexington.

I will call you later to discuss the above.

Very truly yours,
O'Reilly and Talbot, Inc.



James D. Okun
Principal

cc: Don Johnson

P.S. While I was preparing this letter Mitch Obrodovic called to alert me to the selection of the background air monitoring station at the School Street fire house, which Don Johnson had already told me about. We discussed the air monitoring program difficulties in some detail. Mitch expressed confidence that the system would be properly operational in time to begin on Monday.

10/21/94
BOS - THIS GIVES A BRIEF OVERVIEW OF THE PROCESS
WE ARE IN WITH THE POLICE UNION. YOU MIGHT FIND
IT PUTS SOME OF THE SITUATION IN PERSPECTIVE.



A handwritten signature in cursive script, likely belonging to a member of the committee.

THE COMMONWEALTH OF MASSACHUSETTS

JOINT LABOR-MANAGEMENT
COMMITTEE FOR MUNICIPAL
POLICE AND FIRE

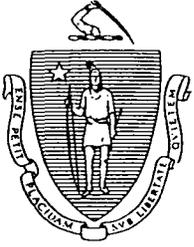
ANNUAL
REPORT

WILLIAM F. WELD
Governor

FISCAL YEAR 1994

JOHN T. DUNLOP
Chairman

ONE ASHBURTON PLACE, ROOM 610
BOSTON, MASSACHUSETTS 02108



JOHN T. DUNLOP
CHAIRMAN

The Commonwealth of Massachusetts

Joint Labor - Management Committee

for Municipal Police and Fire

One Ashburton Place

Room 610

Boston, Massachusetts 02108

(617) 727-9690
FAX: (617) 727-5786

MEMORANDUM

TO: CHIEF EXECUTIVE OFFICERS

FROM: John T. Dunlop
Chairman
JOINT LABOR-MANAGEMENT COMMITTEE

DATE: October 14, 1994

RE: Joint Labor-Management Committee Annual Report

Enclosed is a copy of the Joint Labor-Management Committee Annual Report, covering the period from July 1, 1993 to June 30, 1994.

Additionally, pursuant to the JLMC's enabling legislation, please forward copies of your most recent police and fire department collective bargaining agreements, if you have not already done so.

The Committee's address is:

Commonwealth of Massachusetts
Joint Labor-Management Committee
for Municipal Police and Fire
One Ashburton Place, Room 610
Boston, MA 02108

Enclosure

COMMONWEALTH OF MASSACHUSETTS

JOINT LABOR-MANAGEMENT COMMITTEE

FOR MUNICIPAL POLICE AND FIRE

J.L.M.C.

ANNUAL REPORT

FISCAL YEAR 1994

July 1, 1993 to June 30, 1994

INTRODUCTION

From its inception in January 1978, the Massachusetts Joint Labor-Management Committee regularly published a report summarizing its activities on a fiscal year basis. Due to a series of budget reductions beginning in Fiscal Year 1990, the Committee published these reports on a biennial basis, starting with the report of FY 1990 and FY 1991, followed by FY 1992 and FY 1993. With this report, the Committee resumes its past practice of reporting on an annual basis

Starting in January of 1988, the Committee has filed each January with the Clerks of the Senate and House of Representatives and with the Chairman of the Special Commission on Dispute Resolution established under Chapter Two of the Resolves of 1984, a report on the operation of clause (a) of subdivision (3) of chapter 589 of the acts of 1987, which authorized the Joint Labor-Management Committee to utilize limited forms of arbitration in the resolution of disputes over the terms of collective bargaining agreements.

The present report covers the Committee's activities for FY 1994. The Committee hopes that this report will prove valuable to both the municipalities and labor organizations involved, as well as to the affected public and those in the labor relations field who are interested in the Committee's distinctive approach to dispute resolution.

BACKGROUND

Created by the General Court in Chapter 730 of the Acts and Resolves of 1977, the Joint Labor-Management Committee (JLMC) began operations in January of 1978 and has, since that time, exercised broad oversight responsibility for all collective bargaining negotiations involving municipal police officers and firefighters with municipalities in the Commonwealth. Through mediation and other voluntary forms of dispute resolution, the JLMC assists labor and management in reaching negotiated settlements to the disputes that arise over the terms of collective bargaining agreements. In addition, the Committee serves as a forum for the discussion of current issues in public safety labor-management relations and strives to foster an environment conducive to productive and responsible collective bargaining in the municipal public safety sector.

At the end of calendar year 1994, the Massachusetts Joint Labor-Management Committee will complete seventeen years of service to the citizens of the Commonwealth. During this period, the Committee will have assisted in the resolution of over 1,200 disputes.

COMMITTEE STRUCTURE AND PROCEDURES

The Committee is comprised of fourteen members, six representing management, six representing labor and two neutrals, all appointed by the governor for three year terms. The management members are nominated by the Local Government Advisory Committee and are drawn from the ranks of municipal officials and advocates. The labor members, three firefighters and three police officers, are nominated by the Professional Firefighters of Massachusetts, AFL-CIO, the International Brotherhood of Police Officers, NAGE, SEIU, AFL-CIO and the Massachusetts Police Association. Alternate members are also appointed by the Committee from each of the three groups to assist the members in the increasing workload of the Committee. The two neutrals are Chairman John T. Dunlop and Vice-Chairman Morris A. Horowitz, nominated by the labor and management members of the Committee. Both labor and management members serve without compensation; they are reimbursed for travel expenses. The Committee is assisted by a small staff consisting of a senior staff representative for labor and one for management, three field investigators, and two administrative assistants. A complete list of the Committee's present membership and staff is provided in Appendix I.

The Committee's tripartite structure, combining labor, management and neutral members within the same organization has been a key element in its success. Meeting normally twice a month, the full Committee discusses new developments in cases that have occurred since the last meeting and those with particularly complex and difficult problems.

Upon receipt of petitions for Committee assistance, which may be filed by the municipality, the labor organization, or jointly, senior staff representatives assign a field investigator to each case. When the Committee exercises jurisdiction in a case, the respective chairmen (management, police or fire) assign pairs of management and labor committee members who, together with senior staff and the field investigators,

form a team who then apply various forms of mediation or recommend to the Committee other various dispute resolution techniques for the specific case at the particular juncture in the dispute.

The Committee's flexible structure and experience, the dedication of its labor and management members and staff, and the relation of the Committee members to the parties involved in negotiations have contributed to the Committee's continued viability as a dispute resolution organization. Working in close cooperation with the Massachusetts Labor Relations Commission and the Massachusetts Board of Conciliation and Arbitration, the JLMC continues to play an active role in the coordinated effort to improve Massachusetts public sector labor relations.

The Committee also serves as a forum for the discussion of broad issues, unrelated to specific cases. These are issues of common concern to municipal management, police and fire organizations and the general public. Such issues have included: problems inherent in regionalizing certain elements of public safety services; constraints of the rate of increase of health care costs; examination of employee assistance programs and their effects on both employers and employees; the technical aspects of defining substance abuse testing; and training for constructive collective bargaining and imaginative dispute resolution. The Committee continues its role to provide a forum for discussion of these and other issues of concern to municipal management and police and fire employee organizations. The Committee also meets periodically with its designated group of outside neutrals to discuss ways to improve committee process.

In December of 1987, the General Court enacted and the Governor signed into law Chapter 589 of the Acts and Resolves of 1987, providing an additional mechanism available to the Committee to resolve disputes that have proven difficult to settle for a long period. Section 3(a) of that act states that in cases that "*have remained unresolved*

for an unreasonable period of time resulting in the apparent exhaustion of the process of collective bargaining" and that "constitute a potential threat to public welfare" the Committee may invoke a specified form of limited arbitration. Any decision resulting from this process, if supported by material and substantive evidence on the whole record, shall be binding upon the executive arm of the public employer and upon the employee organization, subject to the approval of a funding request by the municipal legislative body (City Council or Town Meeting). The limited award is not binding on the legislative body that appropriates the funds. This enhanced dispute resolution process was reaffirmed and made a continuing part of the Committee's legislation by the General Court in March of 1990, eliminating a sunset provision.

In fiscal year 1990, the Committee developed, for the first time, a variation on the limited arbitration process: voluntary limited arbitration. Under this procedure both management and labor in cases before the Committee voluntarily agree to use the process outlined in Section 3(a), that is an arbitration decision that is binding on the municipal executive, but not on the municipal appropriating authority, to resolve their dispute. This new voluntary process gives the committee another variant of a useful tool in assisting communities in resolving their public safety labor disputes expeditiously.

CASE ACTIVITY: FY 1994

During Fiscal Year 1994 (July 1, 1993 - June 30, 1994), the Committee received the following number of new petitions for assistance in settling disputes in which the parties were unable at the time of a petition to reach agreement on their own.

CASES RECEIVED	FY94
POLICE	49
FIRE	21
TOTAL	70

The Committee received one referral from the Labor Relations Commission and was involved in the resolution of this informally referred case.

The 70 new petitions received in FY94, while considerably lower than the 103 petitions received in FY93, is only somewhat lower than the twelve year average of 79. The variation in the number of new petitions received each year reflects in part the timing of the expiration of multi-year collective bargaining agreements, the stringency of local community budgets and factors internal to the local labor organizations and local governments.

CASES RECEIVED FY 1983 TO FY 1994

FY83	FY84	FY85	FY86	FY87	FY88	FY89	FY90	FY91	FY92	FY93	FY94
95	66	82	60	75	80	75	57	107	83	103	70

In addition to the new petitions received each year, the Committee also continues efforts to resolve cases received in previous fiscal years that remain unresolved at the end of those fiscal years. The following table indicates the number of cases carried over from previous fiscal years into FY94, their status at the beginning of the fiscal year and the total number of cases active in during the year.

CASES CARRIED OVER *	<u>FY94</u>	<u>FY93</u>	<u>FY92</u>
PETITION	19	15	24
JURISDICTION	112	87	51
AWAITING FUNDING	12	11	10
TOTAL CARRIED OVER	143	113	85
TOTAL NEW CASES	70	103	83
TOTAL ACTIVE CASES	213	216	168

Although the number of new petitions received in FY94 fell 33 short of the FY93 level, the number of active cases was only three shy of FY93's record high of 216. Appendix III provides a listing of the active cases at the end of each fiscal year (June 30, 1994) by year of petition: the status of the case at that time, whether jurisdiction was taken and where the case stands in the dispute resolution process.

*Petition cases are those where a petition has been filed, an investigation is conducted, but no decision has been made to take jurisdiction of the case

Jurisdiction cases are those where the initial investigation has shown that Committee involvement is appropriate and a formal vote for jurisdiction has been taken. These cases may be at any stage in the dispute resolution process from mediation to arbitration.

Awaiting funding cases are those where a tentative agreement has been reached but local funding has not yet been approved.

The Committee has utilized a variety of dispute resolution techniques to achieve settlements. In many cases, agreement is achieved by means of mediation alone, conducted by the JLMC staff field investigators. In many cases, senior staff members, committee members or the Chairman or Vice-chairman are called upon to assist in the mediation process. In some cases, the Committee votes to enlist the aid of an outside neutral to serve as a fact finder (who makes recommendations), or an arbitrator in a limited form of arbitration, or as a special master, or special representative.

The Committee is pleased to report that it has established an even more cooperative relationship with the Board of Conciliation and Arbitration. This relationship has allowed the Committee to, on occasion, refer specific cases to the Chairman of the Board where she may have particular experience with the parties involved.

The Committee continues to have strong and supportive working relationship with Secretary Morris and the Executive Office of Labor. Their assistance in the past year on several issues of importance to the Committee is greatly appreciated.

In the cases resolved in FY94, the Committee appointed 15 outside neutrals: 6 serving as fact finders and 9 as arbitrators in the limited arbitration process. When a fact finding or limited arbitration procedure with an outside neutral is employed, normally a list is circulated to both parties, allowing them the opportunity to rank the proposed neutrals. By this process, the parties indicate their preferred joint choice who is normally appointed by the Committee. On occasions, the Committee will exercise its right to appoint the neutral. The cost of the outside neutrals is borne equally by the parties to the dispute.

In some difficult cases in which ability to pay is raised as a significant issue, as authorized by statute, the Commonwealth's Department of Revenue, Division of Local Services, has been requested to report on the financial status of the municipality. Such occasional reports have proven useful in the subsequent resolution of the dispute.

LIMITED ARBITRATION

As stated earlier, the General Court, in 1987, added forms of limited arbitration to the list of alternative dispute resolution procedures available to the Committee. Through the end of FY 1991, this procedure was used in only five cases. In FY 1992 and FY 1993, the continuing fiscal constraints on cities and towns and its negative effect on municipal collective bargaining and other factors have caused this procedure to be used in a far greater number of cases.

In FY 94, of the 71 cases resolved, twenty were resolved using the limited arbitration procedure. In ten of these twenty cases, the community and labor organizations voluntarily agreed to the process. The Committee began the limited arbitration process in another twenty three, six through voluntary agreement.

As evidence that a limited arbitration award is not binding on a community's appropriating authority, four arbitration awards were rejected in FY 94, Chicopee Fire, Chicopee Police, Chicopee Police Superiors and Easthampton Police. In each of these cases, the Committee members and staff continue their efforts to secure a voluntary resolution of the disputes. In previous years, these efforts have resulted in successful resolution of the disputes. In the Chicopee Fire and Easthampton Police cases, settlements have been reported.

SETTLEMENTS

Of the 213 cases active in FY94, 71 (33.3 percent) were settled during the course of the year. This compares favorably with FY93, in which 73 of the 216 active cases (33.7 percent) were settled during the fiscal year.

The following table provides a breakdown of settlements for fiscal year 1994, by year of the petition.

CASES RESOLVED IN FY94 BY YEAR OF PETITION

YEAR OF PETITION	CASES RESOLVED IN	
	FY 1994	
	CASES	PERCENT
FY89	1	1.4
FY90	1	1.4
FY91	10	14.1
FY92	16	22.5
FY93	34	47.9
FY94	9	12.7
TOTAL	71	100 %

A complete list of the cases resolved in the fiscal year appears in Appendix II.

The following table shows the age distribution of cases resolved in FY94.

AGE DISTRIBUTION OF CASES RESOLVED IN FY 1994

LENGTH OF TIME BEFORE THE COMMITTEE	FY 1994
Less than 2 months	4
2 to 5.9 months	17
6 to 11.9 months	15
12 to 17.9 months	11
18 to 23.9 months	8
More than 24 months	16
TOTAL	71

The average settlement time for cases resolved in FY94 was 14.8 months, up significantly from 10.5 months in FY93. The case of longest duration was 53.8 months and the shortest was .7 month. The length of time required to settle a case is defined as the number of months elapsed between the date on which a petition is received and the date on which a tentative agreement is announced at a Committee case meeting. In cases where a tentative agreement, reached by the negotiators, is rejected, the settlement time is extended to the announcement of a final tentative agreement

The average settlement time for FY94, and particularly the long time required to settle some cases, is a cause of serious concern to the Committee, and it takes on added significance when one considers that in many of cases the parties' current collective bargaining agreement has already expired prior to the Committee's receipt of the petition.

The increase in FY 94's settlement time can be traced to two factors. First is the extremely difficult economic environment in which cities and towns continue to operate. Slow growth in property tax revenues combined with minimal increases in state aid for general government purposes have had a chilling effect on municipal labor relations and made voluntary settlements difficult to achieve.

~~Second, in an attempt to address its concerns~~ regarding the length of time taken to settle a small number of difficult and contentious cases, the Committee decided to concentrate its efforts on those cases which had been before the Committee for two years or more and make a concerted effort to bring them to closure. As a result, sixteen of the seventy-one cases resolved in FY94 had been before the Committee for over two years or more. This compares with seven cases over two years in FY93 and four cases over two years in FY92. If the seven oldest cases resolved in FY 94 (ranging from 31 months to 53.8 months) are removed from the total, the average settlement time would be reduced to 11.8 months.

The Committee is continuing its efforts to reduce the number of long duration cases by working with the parties and neutrals to explore new initiatives.

In November of 1993, the Committee revised its procedures on Section 3A investigations, pursuant to the provisions of Chapter 589 of the Acts of 1987, to expedite further the dispute resolution process. These changes will allow the Chairman or Vice-Chairman acting individually or the Senior Staff Representatives acting jointly, or Senior Staff Representatives substituting for individual Committee members, to conduct investigation hearings under section 3(a) of the Committee's enabling statute, thus eliminating the time-consuming need to convene a three-person panel of Committee members for every such occasion. Substantive arbitration hearings conducted under Section 3A remain unchanged. It is hoped that this streamlining of the process will help reduce settlement times in the difficult cases.

APPENDIX I

JOINT LABOR-MANAGEMENT COMMITTEE ROSTER

Fiscal Year 1994

CHAIRMAN

John T. Dunlop

VICE-CHAIRMAN

Morris A. Horowitz

FIRE MEMBERS

Arthur W. Corey, Thomas A. Welch, John F. Sciara

POLICE MEMBERS

Raymond F. McGrath, Edward Rielly, John J. Brown

MANAGEMENT MEMBERS

Roger G. Turgeon, Gerard J. Hayes, Jeffrey A. Bean
Robert L. Ruggles, Warren Rutherford, David Owen

MANAGEMENT ALTERNATES

Geoffrey C. Beckwith, William E. Smith, Rebecca S. Linhart, Daniel R. Stewart
Judith H. Robbins, George DiBlasi, Thomas J. Groux, Robert Halpin

FIRE ALTERNATES

Robert B. McCarthy, Patrick E. Brock, James Cuticchia
Thomas Rooney, Ronald G. Armstrong, Martin P. Collins,
William F. Dalton, Douglas V. Meyers, Darrell W. Rollins

POLICE ALTERNATES

Paul J. Birks, Arthur Therrien, Harold Glass, John R. Abbott
Jefferson Krauss, Frank DiVittorio, Roland Simonelli, Donald E. Cummings

STAFF

SENIOR STAFF REPRESENTATIVES

LABOR

James P. Costello

MANAGEMENT

Donald P. Hawkes

FIELD INVESTIGATORS

Michael P. Boyle, Sally Polzin, John W. Hanson

ADMINISTRATIVE ASSISTANTS

Mary Cappadona, Maureen R. Sullivan

PPENDIX II

JOINT LABOR-MANAGEMENT COMMITTEE

ASSISTED SETTLEMENTS

JULY 1, 1993 - JUNE 30, 1994

(By Year of Petition)

<u>JLMC ID</u>	<u>COMMUNITY</u>	<u>UNIT</u>	<u>UNIT SIZE</u>	<u>JURISDICTION TAKEN</u>	<u>SETTLED FORMALLY</u>	<u>SETTLED INFORMALLY</u>
FY1989						
89-44P	BEVERLY	P	61	X	X	
FY1990						
90-6F	REVERE	F	140	X	X	
FY1991						
91-17P	GARDNER	P	23	X	X	
91-26P	EASTHAMPTON	P	15	X	X	
91-32F	ATTLEBORO	F	60	X	X	
91-34F	BROCKTON	F	204	X	X	
91-39F	MARBLEHEAD	F	60	X		X
91-44F	BROOKLINE	F	189	X	X	
91-49P	WESTFORD	P	24	X		X
91-4P	ROCKPORT	P	12	X	X	
91-51F	ABINGTON	F	20	X	X	
91-7P	GARDNER	PS	9	X	X	
FY1992						
92-15F	WINTHROP	F	35	X	X	
92-16P	SEEKONK	P	21	X	X	
92-21F	SPRINGFIELD	F	382	X	X	
92-23P	LYNNFIELD	P	19	X		X
92-26P	AMHERST	P	33	X	X	
92-33P	PLYMOUTH	PS	14	X		X
92-40P	N ATTLEBORO	P	25	X	X	
92-41P	W SPRINGFIELD	P	40	X		X
92-42P	W SPRINGFIELD	PS	14	X		X
92-43P	PLYMOUTH	P	62	X		X
92-47P	LUDLOW	P	19	X	X	
92-50P	NORTHAMPTON	PS	5	X	X	
92-5F	EASTHAM	F	13	X		X
92-6F	PLYMOUTH	F	104	X		X
92-6P	HOPEDALE	P	7	X		X
92-7F	DUXBURY	F	20	X		X

FY1993

93-10P	NORTHAMPTON	P	38	X	X	
93-17P	SWANSEA	P	18	X		X
93-18F	TAUNTON	F	110	X		X
93-18P	WARE	P	13	X		X
93-19F	HARWICH	F	29	X		X
93-20P	YARMOUTH	P	42	X		X
93-21F	WARE	F	9	X		X
93-21P	DENNIS	P	21	X		X
93-22F	WESTPORT	F	20	X		X
93-24P	ROCKLAND	P	30	X		X
93-25F(B)	MASSPORT	F	85			X
93-25P	DUDLEY	P	12	X		X
93-28F	DENNIS	F	26	X		X
93-29P	ARLINGTON	P	45	X		X
93-30F	SANDWICH	F	20	X		X
93-31F	EASTHAMPTON	F	22	X		X
93-35PS	WESTFIELD	PS	12	X		X
93-36P	WESTFIELD	P	45	X		X
93-39P	HARVARD	P	6	X		X
93-3P	ORANGE	P	7	X		X
93-40P	SPRINGFIELD	PS	78	X	X	
93-42P	WRENTHAM	P	13	X		X
93-43P	SPRINGFIELD	P	375	X	X	
93-46P	DUXBURY	P	23	X		X
93-48P	REVERE	P	80	X		X
93-4P	MELROSE	P	35	X		X
93-50P	NEWBURY	P				X
93-54P	GRT. BARRINGTON	P	13	X		X
93-59P	BILLERICA	P	60	X		X
93-5P	RAYNHAM	P	12	X		X
93-63P	WESTBORO	P	75	X		X
93-67P	TISBURY	P	30	X		X
93-69P	MILLBURY	P	16			X
93-8F	GLOUCESTER	F	72	X		X

FY1994

94-11F	ANDOVER	F	57	X		X
94-12F	DUXBURY	F	17	X		X
94-29P	MERRIMAC	P	3			X
94-3F	NORTHAMPTON	F	50			X
94-5P	WATERTOWN	P	66	X		X
94-6F	ACUSHNET	F	4	X		X
94-6P	EASTON	P				X
94-7F	WATERTOWN	F	89	X		X
94-8P	SOUTHWICK	P	15	X		X

Total 74

APPENDIX III JOINT LABOR-MANAGEMENT COMMITTEE

CASE ACTIVITY

JULY 1, 1993 - JUNE 30, 1994

STATUS OF UNRESOLVED CASES AS OF JUNE 30, 1994

PETITION RECEIVED

INVESTIGATION / MEDIATION

94-44P	ACTON	P		
94-33P	ATHOL	P	17	
94-45P	BARNSTABLE	PS	15	
94-5F	BRIDGEWATER	F	17	
93-47P	CLINTON	P	20	TENTATIVE AGREEMENT REPORTED
94-20F	FAIRHAVEN	F	16	
94-18F	FOXBOROUGH	F	17	TENTATIVE AGREEMENT REPORTED
94-46P	FRANKLIN	P	26	
93-14F	LOWELL	F	188	TENTATIVE AGREEMENT REPORTED
94-16F	MASHPEE	F	20	TENTATIVE AGREEMENT REPORTED
94-41P	MATTAPOISETT	P	11	TENTATIVE AGREEMENT REPORTED
94-34P	MAYNARD	P	19	
94-8F	PEABODY	F	104	
94-37P	TAUNTON	PS		
94-19F	WALTHAM	F	145	
94-38P	WALTHAM	PS	28	
94-39P	WALTHAM	P	103	
94-21F	WELLESLEY	F	58	
94-49P	WESTFIELD	P	50	
94-43P	WESTFORD	P	25	
94-47P	WSPRINGFIELD	P	50	
94-48P	WSPRINGFIELD	PS	15	

JURISDICTION TAKEN

LIMITED ARBITRATION AUTHORIZED

90-22F	HALIFAX	F	4	ARBITRATOR'S AWARD ISSUED
91-48F	DANVERS	F	49	
92-11P	BRIDGEWATER	P	30	TENTATIVE AGREEMENT REPORTED
92-21P	BOSTON	PS	250	ARBITRATOR'S AWARD ISSUED
92-25P	HULL	P	23	
93-12F	MALDEN	F	95	
93-13P	CHICOPEE	P	83	LRC COMPLAINT FILED
93-19P	SPENCER	P	4	
93-29F	MELROSE	F	60	
93-34P	TAUNTON	P	68	
93-38P	MALDEN	PS	25	
93-3F	NEEDHAM	F	64	
93-45P	WORCESTER	P	279	

93-64P	BOSTON	P	1482	
93-6F	EVERETT	F	98	ARBITRATOR'S AWARD ISSUED
93-7P	CHICOPEE	PS	21	LRC COMPLAINT FILED
93-8P	LAWRENCE	P	100	

VOLUNTARY LIMITED ARBITRATION AUTHORIZED

91-37F	PITTSFIELD	F	99	
92-16F	LUDLOW	F	28	
92-52P	HOLYOKE	P	92	ARBITRATOR'S AWARD ISSUED
92-9F	CHICOPEE	F	134	
93-32F	PLAINVILLE	F	9	
94-15P	BURLINGTON	P	42	

FACTFINDING AUTHORIZED

92-14P	HALIFAX	P	12	TENTATIVE AGREEMENT REPORTED
92-51P	PEABODY	P	90	
93-22P	HINGHAM	P	24	FACTFINDER'S REPORT RECEIVED
93-23F	ARLINGTON	F	89	
93-31P	CHELMSFORD	P	38	TENTATIVE AGREEMENT REPORTED
93-33P	MASHPEE	P	20	
93-41P	MARSHFIELD	P	27	
93-51P	HANSON	P	14	TENTATIVE AGREEMENT REPORTED
93-61P	FALMOUTH	P	44	
94-16P	LONGMEADOW	P	30	TENTATIVE AGREEMENT REPORTED
94-1P	MALDEN	P	72	
94-4F	READING	F	42	

3(A) INVESTIGATION HEARING AUTHORIZED

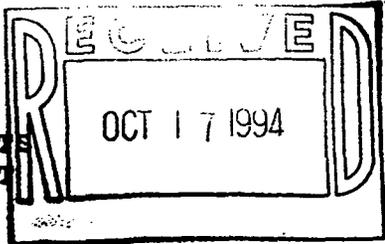
92-18P	STONEHAM	PS	9	
92-22F	SALEM	F	100	TENTATIVE AGREEMENT REPORTED
93-27F	WSPRINGFD	F	60	
93-4F	NORWOOD	F	61	
93-62P	LEXINGTON	P	45	
93-68P	WESTPORT	P	22	
94-10F	SHREWSBURY	F	32	
94-3P	SOUTH HADLEY	P	25	TENTATIVE AGREEMENT REPORTED

MEDIATION

92-29P	GLOUCESTER	P	46	TENTATIVE AGREEMENT REPORTED
92-37P	STONEHAM	P	28	
92-49P	HAVERHILL	P	101	
92-53P	WEYMOUTH	P	70	TENTATIVE AGREEMENT REPORTED
93-13F	BOSTON	F	1713	
93-14P	HAMILTON	P	12	TENTATIVE AGREEMENT REPORTED
93-44P	EVERETT	P	65	
93-52P	EVERETT	PS	30	

93-56P	WBRIDGEWATER	P		TENTATIVE AGREEMENT REPORTED
93-66P	BOYLSTON	P	8	
93-70P	WENHAM	P	9	TENTATIVE AGREEMENT REPORTED
93-7F	EASTON	F	21	TENTATIVE AGREEMENT REPORTED
94-10P	WORCESTER	PS	89	
94-11P	BELMONT	P	40	TENTATIVE AGREEMENT REPORTED
94-12P	PITTSFIELD	P	65	
94-13F	MEDFORD	F	126	
94-13P	PITTSFIELD	PS	15	
94-14F	IPSWICH	F	15	
94-15F	WRENTHAM	F	10	TENTATIVE AGREEMENT REPORTED
94-17F	DRACUT	F	29	
94-17P	NO. ANDOVER	P	23	
94-18P	LAWRENCE	PS	21	
94-19P	MIDDLETON	P	18	
94-20P	HOLDEN	P	17	
94-21P	WAREHAM	P	36	
94-22P	AMESBURY	P		
94-23P	WINTHROP	P	28	
94-25P	PALMER	P	12	TENTATIVE AGREEMENT REPORTED
94-26P	ORANGE	P	9	
94-27P	NORTHBRIDGE	P	13	
94-28P	WELLESLEY	P	28	
94-2F	CLINTON	F	24	TENTATIVE AGREEMENT REPORTED
94-2P	NEW BEDFORD	P	240	TENTATIVE AGREEMENT REPORTED
94-30P	NEWTON	P	125	
94-31P	DENNIS	P	21	
94-32P	LANCASTER	P	6	
94-35P	STOUGHTON	P	41	TENTATIVE AGREEMENT REPORTED
94-36P	ARLINGTON	P	43	
94-40P	MELROSE	PS	12	

cc: BOS



THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS HIGHWAY DEPARTMENT

NOTICE OF A PUBLIC HEARING

A Design Public Hearing will be held by the Massachusetts Highway Department to discuss the proposed replacement of the Wetherbee Street Bridge, No. A-2-11, over Nashoba Brook, in the Town of Acton.

WHERE: Acton Town Hall
Room # 204
472 Main Street
Acton, MA 01720

WHEN: Tuesday, October 18, 1994 @ 7:00 P.M.

PURPOSE: The purpose of this hearing is to provide the public with the opportunity to become fully acquainted with the proposed bridge replacement and related improvements. All views and comments made at the hearing will be reviewed and considered to the maximum extent possible.

PROPOSAL: The proposed project consists of the replacement of the existing bridge, in its present location, with minor improvements to the approach roadways.

A secure right of way is necessary for this project. Temporary easements will be required. The Town of Acton is responsible for acquiring all needed rights in private and public lands. The Department's policy regarding land acquisitions will be discussed at the hearing.

Written views received by the Department subsequent to the date of this notice and up to five (5) days prior to the date of the hearing shall be displayed for public inspection and copying at the time and date listed above.

Written statements and other exhibits in place of, or in addition to, oral statements made at the Public Hearing regarding the proposed undertaking are to be submitted to Ross B. Dindio, P.E., Chief Engineer, Massachusetts Highway Department, 10 Park Plaza, Boston, MA 02116. Such submissions will also be accepted at the hearing. The final day of receipt of these statements and exhibits will be ten (10) days after this Public Hearing.

Plans will be on display for one half hour before the hearing, with an engineer in attendance to answer questions regarding this project.

LAURINDA T. BEDINGFIELD
COMMISSIONER
Boston, Massachusetts

ROSS B. DINDIO, P.E.
CHIEF ENGINEER

cc: BOS

PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108

Acheson H. Callaghan, Esq.
(617) 573-0178

Telephone: (617) 573-0100
Facsimile: (617) 227-4420

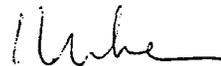
October 14, 1994

Martha Walz, Esq.
Office of General Counsel
General Cinema Corp.
27 Boylston Street
Box 1000
Chestnut Hill, MA 02167

Dear Marty:

The legislature finally passed a statute (c. 141 of 1994), barring train whistles in Acton at protected crossings. Nancy Tavernier asked me to pass on her thanks for all the work you did for Acton on this matter.

Very truly yours,



Acheson H. Callaghan

AHC/dcb
Enclosure

cc: Nancy Tavernier

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Ninety-four

AN ACT RELATIVE TO THE SOUNDING OF CERTAIN WARNING DEVICES IN THE TOWN OF ACTON.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of chapter one hundred and sixty of the General Laws or any other general or special law to the contrary, no railroad corporation including any locomotive engine operated by or on behalf of the Massachusetts Bay Transportation Authority shall permit a locomotive engine passing on its railroad in the town of Acton to sound whistles at any grade crossing which has the following safety features: flashing lights in each direction which are automatically activated by the approaching train; two gates, one on each side of the crossing, both of which are automatically lowered by the approaching train and both extend across approximately half the width of the lanes of traffic so that the entire width of the lanes of traffic is blocked when the gates are lowered; a bell that is automatically activated by the approaching train; overhead street lights; signs posted before the grade crossing in each direction warning motorists and pedestrians of the crossing ahead; posted speed limits for traffic of not more than twenty-five miles per hour; and not more than two lanes of vehicular traffic in each direction at the grade crossing. Notwithstanding the provisions of this paragraph, a train shall be required to sound its whistle in the event of an emergency.

SECTION 2. The department of public utilities shall require that whistle markers on the railroad right of way on the approach to each crossing shall be replaced with bell markers within ninety days of the effective date of this act.

SECTION 3. The department of public utilities shall notify the Massachusetts Bay Transportation Authority and all other railroad corporations operating locomotive engines in the town of Acton of the provisions of this act within thirty days of its effective date.

SECTION 4. This act shall take effect upon its passage.

House of Representatives, September 6, 1994.

Passed to be enacted, *Paul Kellin*, Acting Speaker.

In Senate, September 6, 1994.

Passed to be enacted, *Walter Brune*, Acting President.

15 September, 1994.

Approved,

at *twelve* o'clock and *45* minutes, P. M.

W. Wamf. Weld
Governor.

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

October 21, 1994

Mr. Greg Little
15 Woodchester Drive
Acton, MA 01720

Subject: Intersection, Summer/Willow Streets

Dear Mr. Little:

We are in receipt of your letter of October 1, in the subject regard. Thank you for your interest and for taking the time to share your thoughts on this matter.

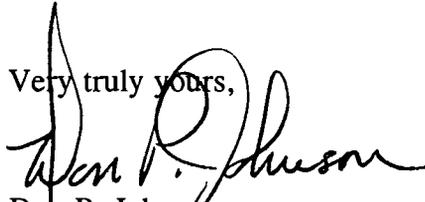
The Board of Selectmen has asked Town staff to evaluate the current status of this intersection, analyze the history of traffic accidents (including frequency, conditions, type of accident, configuration of the accidents, etc.) and make any recommendations that may be deemed appropriate for improvements at this location. As part of our review we are considering the geometrics and "feel" of this intersection. As you suggest, this may play an important role in how a driver handles any given intersection. In this context, a copy of your letter has been forwarded to the Police Chief and the Town's Engineering Administrator.

In the meantime, you might be interested in some of the information we have developed to date:

1. The actual frequency of reported accidents is lower than the public perception. Six to seven accidents are reported annually. Even so, this is a significant number and a rate in this range generally leads to the kind of concerns you have expressed.
2. Most accidents have occurred during daylight hours with dry road conditions.
3. Most accidents have involved a driver who lives in the area and might well be assumed to be familiar with this intersection.
4. Most accidents have not involved a driver who "ran" the stop sign.

Thank you again for sharing your thoughts with us. We all look forward to finding a solution that will improve conditions at this location.

Very truly yours,


Don P. Johnson
Town Manager

cc: Board of Selectmen
Police Chief
Engineering Administrator

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

October 21, 1994

Mr. David Bergart, Life Scout
26 Alcott Street
Acton, MA 01720

Subject: Intersection, Summer/Willow Streets

Dear Mr. Bergart:

We are in receipt of your letter of October 17, in the subject regard. Thank you for your interest and for taking the time to share your thoughts on this matter.

The Board of Selectmen has asked Town staff to evaluate the current status of this intersection, analyze the history of traffic accidents (including frequency, conditions, type of accident, configuration of the accidents, etc.) and make any recommendations that may be deemed appropriate for improvements at this location. In this context, a copy of your letter has been forwarded to the Police Chief and the Town's Engineering Administrator.

In the meantime, you might be interested in some of the information we have developed to date:

1. The actual frequency of reported accidents is lower than the public perception. Your suggestion of 32 accidents per year, for instance, is 4 to 5 times the actual rate as reported by the Police Department. The actual rate is 6 to 7 accidents per year. Even so, this is a significant number and a rate in this range generally leads to the kind of concerns you have expressed.
2. Most accidents have occurred during daylight hours with dry road conditions.
3. Most accidents have involved a driver who lives in the area and might well be assumed to be familiar with this intersection.
4. Most accidents have not involved a driver who "ran" the stop sign.

Thank you again for sharing your thoughts with us. We all look forward to finding a solution that will improve conditions at this location.

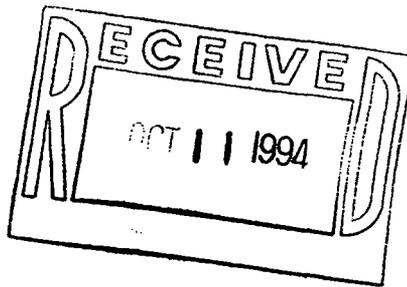
Very truly yours,



Don P. Johnson
Town Manager

cc: Board of Selectmen
Police Chief
Engineering Administrator

Selectmen's Office
Town of Acton
472 Main Street
Acton, MA 01720



October 7, 1994

Dear Selectmen:

I am writing this letter in regards to a traffic accident I was involved in on Tuesday, October 4, 1994 in the town of Acton. The accident occurred at the intersection of Summer and Willow Streets at 5:00 P.M. I was heading west on Summer Street in Acton and came to a complete stop for the stop sign at Willow Street. Once I saw that no traffic was approaching, I began to enter the intersection. As I was half way into the intersection, I was hit by a car traveling south on Willow Street. I did not see this car heading south toward me on Willow Street nor did I hear any horn warning me of its approach. Basically, I was only aware of this approaching car once it hit me.

The police officer (Patrolman Brian Goodman) who arrived at the scene did not issue a citation to either me or the other driver. In addition, he stated that this intersection has the most traffic accidents in Acton. I believe I was not negligent and followed all traffic rules associated with approaching an intersection with a stop sign.

As an employee of Digital Equipment Corporation, I have found that many employees travel this route to reach Route 495 in order to by-pass much of the traffic on Route 27. Upon speaking to a co-worker, I discovered that her husband was also involved in a similar accident at the same intersection several weeks ago. He also did not see any cars approaching and proceeded to enter the intersection. His car sustained damage to the right passenger's side door, like mine. I feel that there is a blind spot at this intersection which obstructs a driver's view heading westbound on Summer Street. There is a low tree and telephone pole on the right-hand side that can block one's view of oncoming vehicles heading southbound on Willow Street.

On Friday, October 7, 1994, I spoke to Lt. Widmayer of the Acton Police Department regarding the accident rate at this intersection. Lt. Widmayer stated that there have been over 38 accidents reported at that intersection over the last five years! I am sure there have been numerous smaller accidents for which the police were not even called. Lt. Widmayer also confirmed that this is one of the most accident prone intersections in the town.

I would like to find out if there has been any discussion within the town regarding the dangerousness of this intersection. According to the Acton Police Department, this is a problem intersection. It appears that a 4-way stop sign or a traffic light may help to reduce the number of accidents occurring at this intersection. I strongly recommend that some course of action be taken immediately to prevent future accidents and even worse, serious injury.

CC: CHIEF ROBINSON - PLEASE RESPOND TO ME WITH YOUR COMMENTS.
INCLUDE COMMENT REGARDING PTL. GOODMAN'S COMMENT. ALSO,
PLS. PUT IT IN CONTEXT OF YOUR EARLIER REPORT RE WEATHER
& ROAD CONDITIONS, ETC.

CC: D. ABBT - PLS. INCLUDE IN THE ANALYSIS YOU ARE PREPARING.

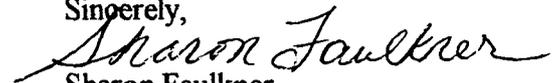
CC: BOS - FYI (I WILL RESPOND WHEN INFO. IS IN.)

I have never been involved in an automobile accident during my 11 years of driving. In fact, I have never even received a speeding ticket or any citation for a moving violation. Now, according to my insurance company, I may have to incur a surcharge for this accident which I do not believe was my fault.

Could you please respond to this letter as soon as possible with any information regarding this intersection and whether it is being discussed. Are there plans to place a 4-way stop sign or traffic lights at this intersection?

I appreciate your time and consideration. Thank you in advance for your assistance.

Sincerely,



Sharon Faulkner

3 Olde Berry Road

Andover, MA 01810

CC: Safety Officer - Acton Police Department
Metropolitan Property & Casualty Insurance

cc: BOS

TOWN OF ACTON POLICE DEPARTMENT
INTER-DEPARTMENTAL COMMUNICATION

TO: Town Manager
FROM: Police Chief
SUBJ: October 4th Accident, Summer and Willow

DATE: October 20, 1994

**Town Manager
Information**

SUMMER AND WILLOW INTERSECTION

This property damage accident happened on a clear day (5:11PM) on dry pavement with an unobstructed view. The operator that was struck was heading toward Boxboro on Summer Street. She claims to have stopped at the stop sign saw no traffic and proceeded into the intersection where her car was struck on the right side by a car heading toward Stow on Willow Street. The pole in question is approximately 90 feet from the north side of Summer at the intersection. Oncoming traffic can be seen around it, in fact one can see almost to the intersection of Willow and Central which is about 1000 feet away. The "low tree" is not an obstruction even when it has leaves on it.

Officer Goodman has told me that the only statement he made in relation to Ms Faulkner's quote in the letter was "we have a lot of accidents at this intersection." He further explained to both parties involved that it was Ms Faulkner's fault.

There is proper signage and good views at this site. The only conclusion to be drawn is that site conditions did not cause this accident.

SEND ONE COPY TO: REGISTRAR OF MOTOR VEHICLES 100 NASHUA STREET BOSTON, MASS. 02114 NAME OF POLICE DEPT. SUBMITTING REPORT Acton Police Department

COMMONWEALTH OF MASSACHUSETTS POLICE REPORT OF MOTOR VEHICLE ACCIDENT

161

19411276

Date of Accident: 10/04/94, Day of the Week: T, Hour: 17:11

Did you notice any indication that any operator had been taking any medication or drugs? To your knowledge has any operator had a history of epilepsy, heart disease, fainting spells?

Check One: 1 YES 2 NO, Was this Accident investigated by an Officer? 1 Registry 2 MDC 3 Other, 4 State Police 5 Local Police 6 Other

VEHICLE 1: Name of Operator: FAULKNER, SHARON O, Street Address: 3 OLDE BERRY RD ANDOVER MA, Date of Birth: MO 02 DAY 05 YR 67, Insurance: SAFETY, Damage: RIGHT PASSENGERS DOOR AND REAR OF CAR

VEHICLE 2: Name of Operator: COFFIN, SHERYL A, Street Address: 566 PLEASANT STREET MARLBOROUGH MA, Date of Birth: MO 07 DAY 17 YR 57, Insurance: AMICA MUTUAL, Damage: FRONT END

OT: Describe Other Property Damage, Name of Property Owner, Address, 1 State 2 MDC 3 Municipal

WITNESSES: Other Witnesses or Persons Present, Address, Phone, Bus, Res

Number Injured: 0, To what hospital was injured taken?, Taken by Ambulance? YES NO

INJURED: Name of Injured, Age, Sex, INJURY SEVERITY, RESTRAINT SYSTEMS, PERSON INJURED

INJURED: Name of Injured, Age, Sex, INJURY SEVERITY, RESTRAINT SYSTEMS, PERSON INJURED

INJURED: Name of Injured, Age, Sex, INJURY SEVERITY, RESTRAINT SYSTEMS, PERSON INJURED

NOTE: Mark all items which apply. The diagram and description of what happened (below) need not be completed if separate 8 1/2 x 11 size sheet with same detailed information is attached. Please sign report in space provided below.

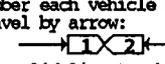
Acton Police Department 19411276

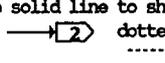
L O C A T I O N	City or Town Where Accident Occurred ACTON	Nearest Mile Marker	Number of Lanes 2	At Rotary <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Accident Occurred on Ramp Fill in Below: 1 <input type="checkbox"/> On ramp to route number _____ N S E W _____ 2 <input type="checkbox"/> On ramp from route number _____ N S E W _____	
	Street Name or Route Number SUMMER		at intersection with WILLOW			
	Which direction was each vehicle traveling?		Or - if not at intersection, fill in below: _____ feet _____			
	Vehicle No 1: N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input checked="" type="checkbox"/> No 2: N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/>	Of nearest intersection, bridge, mile marker, railroad				
	Other Landmarks: _____					

T Y P E	Accident Involved Collision With:			If collision involved two or more vehicles mark one of the following: 1 <input type="checkbox"/> Rear End 2 <input checked="" type="checkbox"/> Angle 3 <input type="checkbox"/> Head On
	1 <input type="checkbox"/> Pedestrian 2 <input checked="" type="checkbox"/> Motor Vehicle in Traffic 3 <input type="checkbox"/> Motor Vehicle Parked	4 <input type="checkbox"/> Railroad Train 5 <input type="checkbox"/> Ran off roadway and hit fixed object _____ feet from road 6 <input type="checkbox"/> Bicycle	7 <input type="checkbox"/> Overturned in road 8 <input type="checkbox"/> Ran off roadway - non-collision 9 <input type="checkbox"/> Fixed object on shoulder sidewalk or island A <input type="checkbox"/> School Bus	

C O L L I S I O N	What were vehicles doing prior to accident? Mark appropriate box	Where was pedestrian located at time of accident? Mark appropriate box	ROAD SURFACE	COLLISION CONDITIONS	LIGHT CONDITIONS
	Vehicle	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	1 Making right turn	1 At intersection	1 <input checked="" type="checkbox"/> Dry	1 Hit median barrier	1 <input checked="" type="checkbox"/> Daylight
	2 Making left turn	2 Within 300 feet of intersection	2 Wet	2 Hit guard rail	2 Dawn or dusk
3 Making U turn	3 More than 300 feet of intersection	3 Snowy	3 Hit curbing	3 Darkness - road lighted	
4 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Going straight ahead	4 Walking in street with traffic	4 Icy	4 Hit abutment	4 Darkness - road unlighted	
5 Passing on right	5 Walking in street against traffic	5 Other	5 Hit signpost		
6 Passing on left	6 Standing in street		6 Hit utility or light pole		
7 Stop sign	7 Getting on/off vehicle		7 Hit tree	1 <input checked="" type="checkbox"/> Clear	
8 Skidding	8 Working on vehicle		8 Embankment	2 Foggy	
9 Slowing or stopping	9 Working in street		9 Ditch	3 Cloudy	
A Crossing median strip	A Playing in street		A Rock ledge	4 Rain	
B Driverless moving vehicle	B Not in street		B Stone wall	5 Snow	
C Backing	C Other		C Bridge rail	6 Sleet	
D Starting in traffic			D <input checked="" type="checkbox"/> Other		
E Starting from parked position					
F Parked					
G Stalled or disabled					
H Stalled or disabled with flasher on					
J In process of parking					
K Entering or exiting from alley or driveway					
L Making right turn on red					
M Entering median					
N Crossed median					
O Other					

INDICATE ON THIS DIAGRAM WHAT HAPPENED
 Use one of these outlines to sketch the scene of your accident, writing in street or highway names or numbers

1 Number each vehicle and show direction of travel by arrow:


2 Use solid line to show path before accident, dotted line after accident:


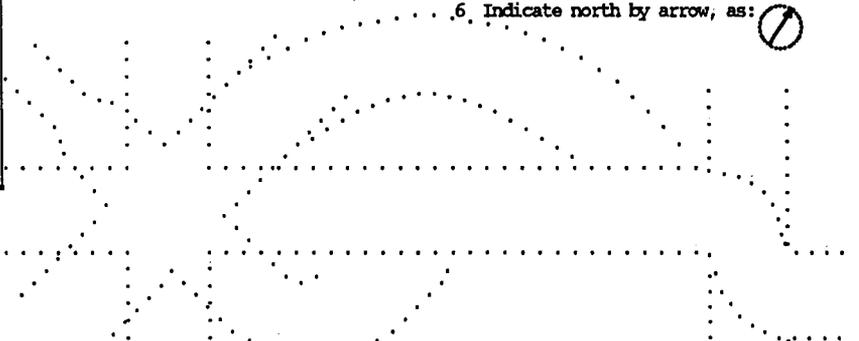
3 Show pedestrian by: 

4 Show railroad by: 

5 Show distance and direction in landmarks identify landmarks by name or number

6 Indicate north by arrow, as: 

INDICATE NORTH BY ARROW



V I O L A T I O N S	Operator (mark one or more)		Operator		Operator		Operator	
	1	2	1	2	1	2	1	2
	1	Operating Under Influence of Liquor	6	Improper Passing	B	Disregarded Traffic Light	G	Leaving Scene of Accident
	2	Operating Under Influence of Drugs	7	On Wrong Side of Road Not Overtaking	C	Disregarded Warning or Stop Signs	H	Moving Violations (explain below)
	3	Exceeding Lawful Speed	8	Failed to Give Proper Signal	D	Disregarded Other Traffic Control	J	Operating to Endanger
	4	Failed to Grant Right of Way to Other Vehicle	9	Improper Turning Movement	E	Improper Start from Parked Position	K	Failed to Stop for a Schoolbus
5	Failed to Grant Right of Way to Pedestrian	A	Operating Unregistered/Uninsured Vehicle	F	Improper Parked Position	L	Defective Equipment	
						M	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> No Violation	
						N	Seat Belt (Operator)	
						O	Seat Belt (Passenger)	

(See attached sheet)

Signature Bruce P. Goodman Acton 10-4-94
 Name and Rank Police Dept Date

Citation Number if issued:

Describe What Happened: (Refer to Vehicles by Number)

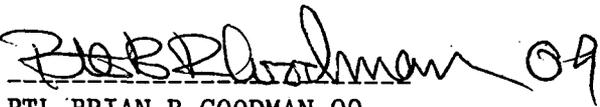
CALL FROM DISPATCH REL TO MINOR ACCIDENT AT WILLOW AND SUMMER STS, CAR 22 SENT TO INVESTIGATE ACCIDENT.

OFF AT SCENE AND BOTH CARS WERE PULLED TO THE SIDE OF THE ROAD ON SUMMER ST. CAR 1 HAD DAMAGE TO RIGHT SIDE. CAR 2 HAD DAMAGE TO FRONT END. BOTH CARS WERE COULD BE DRIVEN.

OPERATOR 1 MS FAULKNER STATED THAT SHE WAS TRAVELING WEST ON SUMMER ST AND STOPPED FOR THE STOP SIGN AT WILLOW ST. SHE STATED SHE LOOKED BOTH WAYS ON WILLOW AND SAW NOTHING COMING. SHE STARTED ACROSS THE INTERSECTION AND WAS HIT BY CAR 2 HEADED SOUTH ON WILLOW ST.

OPERATOR 2 MRS COFFIN STATED THAT SHE WAS TRAVELING SOUTH ON WILLOW ST AT A LOW RATE OF SPEED AND ALL OF A SUDDEN CAR 1 CAME OUT OF SUMMER ST CROSSING WILLOW RIGHT IN FRONT OF HER AND SHE WAS UNABLE TO STOP HITTING CAR 1.

IT SHOULD BE NOTED BY THIS OFFICER THAT CAR 2 HAD THE RIGHT OF WAY AND CAR 1 HAD THE STOP SIGN.

 09

PTL BRIAN R GOODMAN 09

October 1, 1994

Mr. Don Johnson
Town Manager
Town of Acton
Acton, Massachusetts 01720

Reference: Intersection of Willow Street and Summer Street

Dear Mr. Johnson,

A recent article in one of the local newspapers referenced your interest in improving the safety of the intersection of Willow and Summer Streets in West Acton. I applaud your interest and would like to encourage a serious review and positive action to improve the intersection.

I live in a neighborhood off of Willow Street and pass through the Willow/Summer intersection several times per day. Over the last eight years I've witnessed numerous instances of drivers on Summer Street driving through the intersection without stopping and several near-accidents. I'd like the Town to take action to solve the problem before we have a fatality or another serious injury.

As an infrequent user of Summer Street, I've found the approach to Willow doesn't have the "feel" of a street coming to a stopping point. I believe the lack of that "feel" explains the high accident rate and the numerous close calls. The existing signage, street markings, and sight-lines are not striking enough to overcome the problem.

I'd like to offer a recommendation for engineering improvements to the intersection. I believe these improvements will overcome the problem and sharply reduce the number of accidents. (The improvements listed are in order of priority, but my recommendation is to implement all four improvements together to have the greatest impact. The recommendations for Summer Street apply to both approaches to Willow Street.)

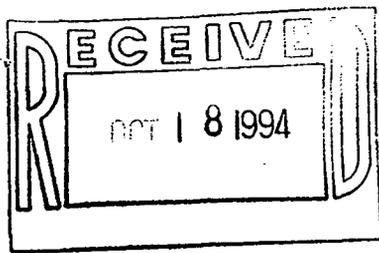
1. Install rumble strips on Summer Street. Rumble strips can be an extremely effective method of alerting drivers to a change in their road.
2. Install double STOP signs, stacked vertically on the same pole. Double signs are more prominent; the single signs don't seem to do the job.
3. Apply more prominent on-street painting, including double stop lines and a short median, in order to draw drivers' eyes to the actual boundaries of the intersection.
4. Prune low-hanging branches on trees on both north corners, especially the northwest corner, to allow drivers a clearer view of traffic on the intersecting road.

I'd be happy to discuss these recommendations with you at any time. My phone number during the day is 1-467-5995 and in the evening is 263-8715.

Sincerely,


Greg Little
15 Woodchester Drive

cc: BOS
POLICE CHIEF
ENGINEERING ADMINISTRATOR



David Bergart
26 Alcott St.
Acton, Ma

October 17, 1994

Dear Selectmen,

At the intersection of Summer and Willow Street, something has to be done. Each year 32 accidents occur, 2 of which are major. I feel that two options we have to lower the statistics would be to add a traffic light or change the angle of the road. I realize the cost of a traffic light is steep, but for less money, we could change the angle of the intersection to more of a 90 degree angle, much like the corner of Main St. and Hayward Rd. In the long run, we will save money on police and firemen rushing to the scene of the crash, on liability to the town, and most importantly the lives that could be saved. I hope you take this issue under consideration.

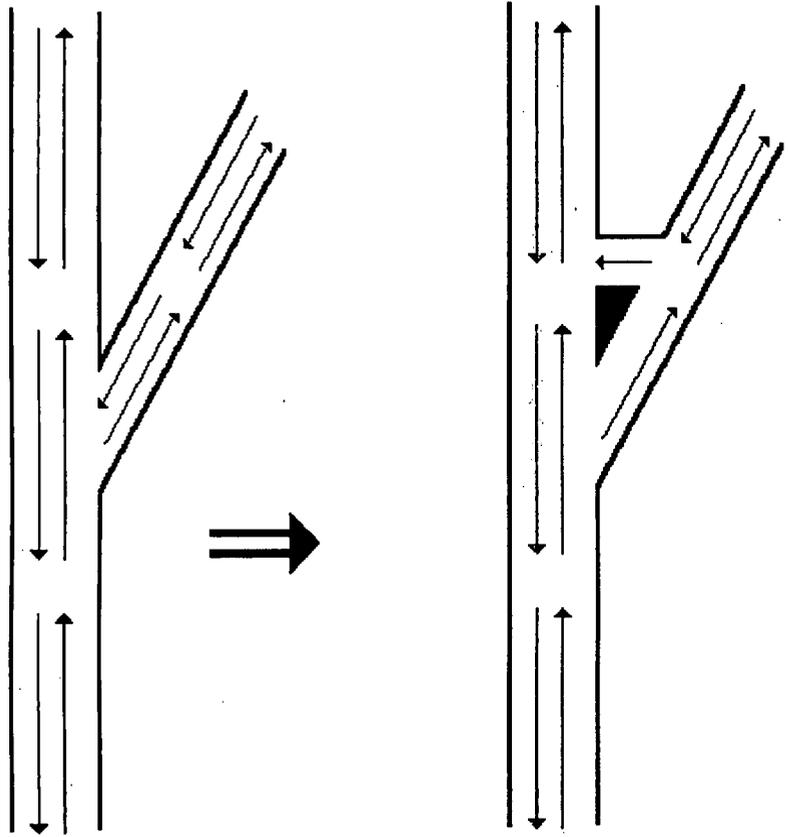
Sincerely,

David Bergart

David Bergart

Life Scout, Troop 284, Acton

CC: BOS
POLICE CHIEF
ENGINEERING ADMINISTRATOR



PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108

Joseph F. Hardcastle
(617) 573-0473

Telephone: (617) 573-0100
Facsimile: (617) 227-4420

October 5, 1994

Mr. Garry Rhodes
Building Commissioner
472 Main Street
Acton, MA 01720

Re: Wagner v. Board of Appeals

Dear Garry:

Enclosed is a copy of Wagner's Notice of Appeal of the Land Court's judgment in favor of the Town. While I do not think Wagner has a very good case on appeal, he has bought himself more time before the sign has to be removed. Under court rules, enforcement of the judgment is stayed while the appeal is pending. Procedurally, we wait for the Land Court clerk to notify the parties that the court record has been assembled. Wagner then has 10 days to pay the Appeals Court docketing fee and 40 days after that to submit his appellate brief. Once we receive Wagner's brief, we have 30 days to file our brief. The Appeals Court then schedules an oral argument and issues a decision sometime after that. Unfortunately, because of the backlog at the Appeals Court, it could be more than a year from now before we have a decision on the appeal.

Please give me a call with any questions or comments you have.

Sincerely,

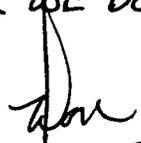


Joseph F. Hardcastle

JFH/dcm
Enclosure

Don FYI can you believe this?
MAR

CC: BOS - THIS MUST BE ROUND #16?
AND PEOPLE THINK WE DON'T
DO ANYTHING!

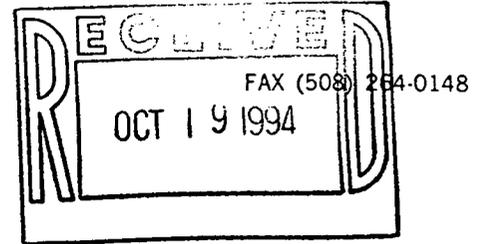


CC: BOS

Water Supply District of Acton

693 MASSACHUSETTS AVENUE
P.O. BOX 953
ACTON, MASSACHUSETTS 01720

TELEPHONE (508) 263-9107



COMMISSIONERS MEETING
WATER SUPPLY DISTRICT OF ACTON
HARLAN TUTTLE BUILDING
693 MASSACHUSETTS AVENUE
ACTON, MA 01720

OCTOBER 24, 1994

AGENDA:

7:30 P.M. CALL TO ORDER

7:31 P.M. COMMENTS FROM CITIZENS AND OPEN DISCUSSION

ACCEPT MINUTES OF MEETING SEPTEMBER 26, 1994

NEW BUSINESS

WARRANTS & COMMUNICATIONS

CONSTRUCTION MANAGER - NEW OFFICE BUILDING

NEW OFFICE BUILDING BIDS

NEW TRUCK BID

SPECIAL MEETING DISCUSSION

OLD BUSINESS

D.E.P. WATER WITHDRAWAL

HOUSE BILL CONANT LAND

GROWTH COMMITTEE - COMMISSIONER PARENTI

MARKER CONANT LAND

LAND GIFT ROUTE 2A

Stephen P. Steinberg, Esquire
P.O. Box 2350 - 69 Great Road
Acton, MA 01720
(508) 263-2989
FAX (508) 263-0403

October 13, 1994

cc: BOS

Acton Board of Selectmen
Town Hall
Acton, Mass. 01720

Dear Board Members:

I have been reading about the sewer plans for South Acton. I am ignorant when it comes to municipal sewer facilities, so you will please forgive this letter if it is naive.

As you may know, I own several properties on Route 2A. The septic systems have to be routinely pumped and eventually replaced. Also, minor changes or additions to business operations are often difficult because the increased water usage can not be handled by septic systems designed for so-called "dry uses."

Speaking for myself, I would be eager to have municipal sewers along 2A and naturally to pay the betterment assessments associated with them. I believe that many owners of commercial property would also be eager to participate. Perhaps, mains could be installed on the major roads now- with the idea that expansion to side roads could be done later. Would it be opportune to entertain a town wide infrastructure at this time. I believe that private donations for seed money could be obtained if there were some hope of success in the near term.

After all, although municipal systems are expensive, when one considers the cost of installing, maintaining and replacing septic systems as well as the affects to the environment of thousands of unsupervised systems, which add innumerable hazardous substances to the ground water each day, the cost of town wide sewers may be cheaper than we think.

Betterment assessments are probably deductible as real estate taxes. The value of properties will clearly increase.

Sincerely,


Stephen P. Steinberg

cc: BOS

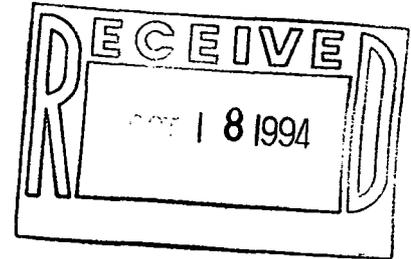
SUBURBAN COALITION

WAYLAND TOWN BUILDING
WAYLAND, MASSACHUSETTS 01778

To: Mayors & Selectmen,
Member Cities & Towns

From: Suburban Coalition

Subject: Lottery Distribution Formula



As you are no doubt aware, there has been an effort in the Legislature to change the formula of distributing lottery net revenues from the present method to one that would return the monies to cities and towns in proportion to the lottery ticket sales in each community. Senator Birmingham of Chelsea has been an outspoken advocate of this change.

The Suburban Coalition has gone on record as opposing this proposed change because it violates the original precept under which lottery games were established and because it unfairly distort this important revenue stream.

The Department of Revenue has made a thorough study of lottery distribution net proceeds. The results are somewhat surprising, so we are enclosing a copy of the DOR full report. It turns out that there is no significant pattern in distributions by community profiles. Table 2 illustrates that half of our cities would receive increased distributions under the proposed plan and half would lose. Suburban Coalition member towns also would vary in the effect of the proposal. Some would lose and some would gain. You can determine how your city or town would fare by referring to the last eight pages of the enclosed report.

The Suburban Coalition still opposes a shift away from the prevailing formula which includes real estate values as a component so that poorer communities receive higher receipts than more affluent ones. Our reason for opposing the proposed change is that it will pit community against community, even among our member cities and towns.

Contacts:

Frank T. LeBart, Chairman
Jack Wilson, Exec. Director

617 934 7741
508 358 2489

Massachusetts Department of Revenue
Division of Local Services

MEMORANDUM

TO: Mark E. Robinson, Secretary
Fred A. Laskey, Assistant Secretary
THROUGH: Mitchell Adams, Commissioner
FROM: Leslie A. Kirwan, Deputy Commissioner
SUBJECT: Lottery Formula Analysis
DATE: June 14, 1994

Leslie A. Kirwan

Recently the Legislature debated changing the method of distributing lottery proceeds to cities and towns from the current formula to one using as a factor the point of sale of lottery tickets. The change ultimately did not make it through the House, but we understand the topic may come up again in the Senate. The formula change has been portrayed as a move that would help poor cities.

The Division of Local Services would like to share with you some analysis regarding the potential effects of such a change. In an effort to demonstrate the potential distributional impacts of altering the current lottery formula, DLS has simulated a point-of-sale lottery formula that reflects each community's share of the statewide lottery sales. Data for this comparison were obtained from the Lottery Commission.

The Current Formula

The current lottery formula is equalizing, with municipalities with lower property values receiving proportionately more aid than those with greater property values. The primary components of the lottery formula are relative population and equalized valuation. For purposes of comparison, this analysis examines per capita and kind-of-community aid distributions.

Significance of the Lottery in Local Aid

The distribution of the lottery is especially significant as the lottery formula has been the "formula of choice" for most local aid increases in recent years, with the exception of education aid.

Most (83%) of the increases in non-school local aid over the past three years have been funneled through the lottery formula. In FY92, non-school local aid totaled \$879 million. By FY95, non-school local aid distributions are estimated to be \$980 million, an approximate \$100 million increase over FY92. Of this \$100 million increase, \$40 million is municipal stabilization aid and \$43 million is lottery aid; both are distributed through the lottery formula. See Figure 1. Over and above these Cherry Sheet programs, the FY94 emergency snow and ice distribution of \$15 million also used the lottery formula.

An examination of aid distributions per capita according to kind-of-community showed that Urbanized Centers had the greatest increase per capita (\$26) in non-school aid. All other types of communities experienced per capita increases in local aid ranging from Rural Economic Centers \$16 dollar increase to Residential Suburbs \$10 increase in aid per capita. Looking at only lottery/stabilization aid the range in per capita change was broader with Urbanized Centers at the top with a \$19 increase and Resort/Retirement Communities with only a \$6 per capita change. For a more detailed look the per capita changes in all non-school local aid and lottery/stabilization aid see Table 1 and Figures 2 and 3.

Point-of-Sale Approach

An analysis of FY93 point-of-sale data from the Lottery Commission clearly demonstrates which communities would benefit from a point-of-sale component of the lottery formula. To clarify the possible distribution implications of a change in the lottery formula, we compared a \$40 million distribution through the lottery formula versus the same amount distributed according to each community's percent of the statewide total lottery sales. The enclosed printout shows the aid allocations for all 351 towns. (NOTE: This printout demonstrates the effects of changing from the current lottery formula to a 100% point-of-sale formula. Adding point-of-sale to the other factors in the current formula would move the distribution in the same direction but to a lesser degree. Proponents of the change have not offered a specific proposal on a new formula.)

An examination of the point-of-sale data showed that only 17 communities had over 1% of the total lottery sales. Not surprisingly, these communities were cities; for example, Boston comprised 13.2% of total sales, Worcester 3.9%, and Brockton 3.1%. Hence, these communities would benefit the most under a point-of-sale lottery formula that distributed lottery monies on the basis of each community's share of the total statewide lottery sales. Besides cities, other types of communities that would benefit more from a point-of-sale formula would be resort and highly-traveled border communities since their ticket sales are boosted by large numbers of visitors while they maintain a relatively small resident population. The map in Figure 4 shows which communities would receive more of a \$40 million aid allocation under a point-of-sale formula versus the current lottery formula.

Not All Cities Would Benefit

On the other hand, since the current lottery formula takes into consideration local property wealth some cities benefit more on a per capita basis under the original lottery formula than under a point-of-sale formula. For example, under the current lottery formula Lawrence would receive \$14 per capita; under the simulated point-of-sale formula Lawrence would receive only \$7 per capita. A change in the lottery formula would also cause other cities' lottery

distributions to decrease. New Bedford's allocation per capita would drop from \$12 to \$8, Fall River \$11 to \$7, Springfield from \$11 to \$7, Lowell and Fitchburg \$10 to \$6. One thing these cities have in common is that they all have low per capita equalized valuations (EQVs). Since EQVs are one of the key variables in the current lottery formula, they all would receive more aid per capita under the property wealth equalizing lottery formula that is currently being used. Results by city are shown in Table 2.

How Redistribution Would Affect Different Kinds of Communities

When grouped by kind-of-community, the per capita distributional consequences of changing the formula for distributing \$40 million in lottery funds are notable. Under this scenario, Residential Suburbs (-\$1.20), Rural Economic Centers (-\$1.59) and Small Rural Communities (-\$2.26) would all have significant per capita losses in aid. Resort/Retirement Communities would have a \$1.05 per capita increase; Growth Communities a \$0.56 per capita increase. Urbanized Centers and Economically Developed Suburbs would have small increases in aid, \$0.18 and \$0.43 respectively. Table 3 gives a detailed breakdown of the \$83 million lottery and point-of-sale distribution by kind-of-community, which is illustrated in Figure 5.

Again, with reference to the intent voiced by supporters of the change to funnel more money to cities, we see in this analysis that urbanized centers would not see much of an increase in their aggregate lottery revenues. Instead, there would be a redistribution among cities, taking money away from the property-poorest cities to give it to those where more tickets are purchased.

Lottery Distribution and Income

Another way to look at the pro-cities argument for changing the formula is through regression analysis. Regression analysis shows that EQV is related to income with the exception of Cape and other resort communities that have a large number of non-resident owned properties. Regression analysis has also shown that the relationship between the lottery formula and income (correlation of .50) is twice as strong as the relationship between the point-of-sale formula and income (correlation of .26). Therefore, the current lottery formula is more successful in directing aid to lower-income communities than the point-of-sale formula.

Summary

In recent years, the majority of increases in local aid programs have occurred in programs whose distributions are calculated through the lottery formula. The two largest dollar increases in local aid in FY95 occurred in Lottery and Municipal Stabilization Aid. Both programs use the current lottery formula. Preliminary analysis suggests that using point-of-sale data as a component of or as a replacement to the current lottery formula would significantly alter the distribution of lottery funds. The emphasis of the aid would be shifted away from the equalization of property wealth and income and

closer to an incentive system for increased lottery sales. This change would benefit some cities at the expense of others, and greatly lessen the aid increases for residential suburbs, rural economic centers and small rural communities -- localities that already have reason to believe that their local aid is too low.

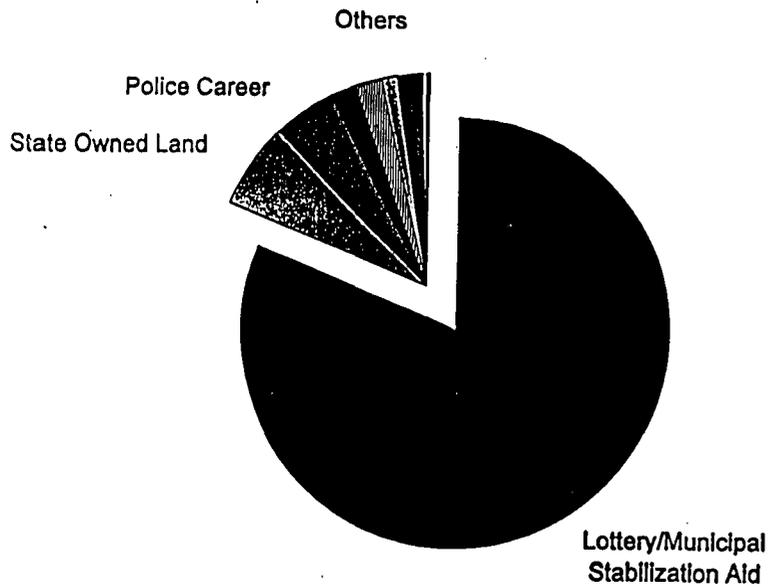
Note:

In an attempt to control for the effects of Education Reform, only the non-educational local aid distributions for FY92 and FY95 were used in this analysis. The FY92 Highway Fund allocation only includes the actual FY92 allocation, not the FY91 allocation that was distributed in FY92. County Jail Grants are not included in this analysis. Lottery point-of-sale data includes Mass Millions, Instant Tickets, Numbers and Megabucks.

Table 1**Increases in Non-Educational Local Aid by Kind-of-Community, FY92-FY95**

Kind of Community	No. Comm.	FY92 all Local Aid Per Capita	FY95 all Local Aid Per Capita	Per Capita change	FY92 lott/stab Per Capita	FY95 lott/stab Per Capita	Per Capita change
Urbanized Centers	45	215.41	241.37	25.96	62.78	81.77	18.99
Econ. Dev. Suburbs	59	104.83	116.75	11.92	37.09	47.09	10.00
Growth Comm.	46	62.99	77.90	14.91	43.19	53.94	10.75
Residential Suburbs	53	71.77	81.86	10.09	33.06	41.36	8.30
Rural Economic Centers	61	97.45	114.24	16.79	61.59	76.68	15.09
Small Rural Comm.	46	69.15	82.86	13.71	43.97	53.79	9.82
Resort/Retire/Artistic Comm.	41	51.49	63.84	12.35	22.85	28.95	6.10

**Non-Education Local Aid Program Increases,
FY92 vs. FY95**



Other Includes Regional Public Libraries, Public Libraries, Highway Fund, Veterans' Benefits, Local Share of Racing Taxes, and Veterans', Blind, and Surviving Spouse Exemptions.

Program	FY92	FY95	Change
State Owned Land	0	6,500,000	6,500,000
Exemptions: Veterans	1,883,893	1,899,258	15,363
Exemptions:Blind	2,288,303	2,318,028	29,725
Exemptions: Surv. Spouse	422,588	445,378	22,812
Exemptions: Elderly	15,000,000	14,371,802	-628,198
Regional Public Libraries	8,548,149	11,756,805	2,208,456
Public Libraries	5,660,779	6,899,804	1,239,025
Police Career Incentive	6,700,000	11,500,000	4,800,000
Fed. Aided Urban Renewal	130,369	97,874	-32,495
Non-Fed. Aided Urban Renewal	588,951	279,275	-287,876
Veterans' Benefits	10,821,903	11,658,783	834,880
Additional Assistance	476,315,282	476,315,282	0
Lottary	308,000,000	349,000,000	43,000,000
Highway	42,300,000	43,472,110	1,172,110
Local Share of Racing Taxes	1,055,745	1,388,343	310,598
Urban Revitalization	547,200	2,323,500	1,778,300
Municipal Stabilization Aid	0	40,000,000	40,000,000
State Totals	879,041,140	980,002,040	100,960,900

Figure 2

Non-Education Aid Per Capita, FY92 vs FY95

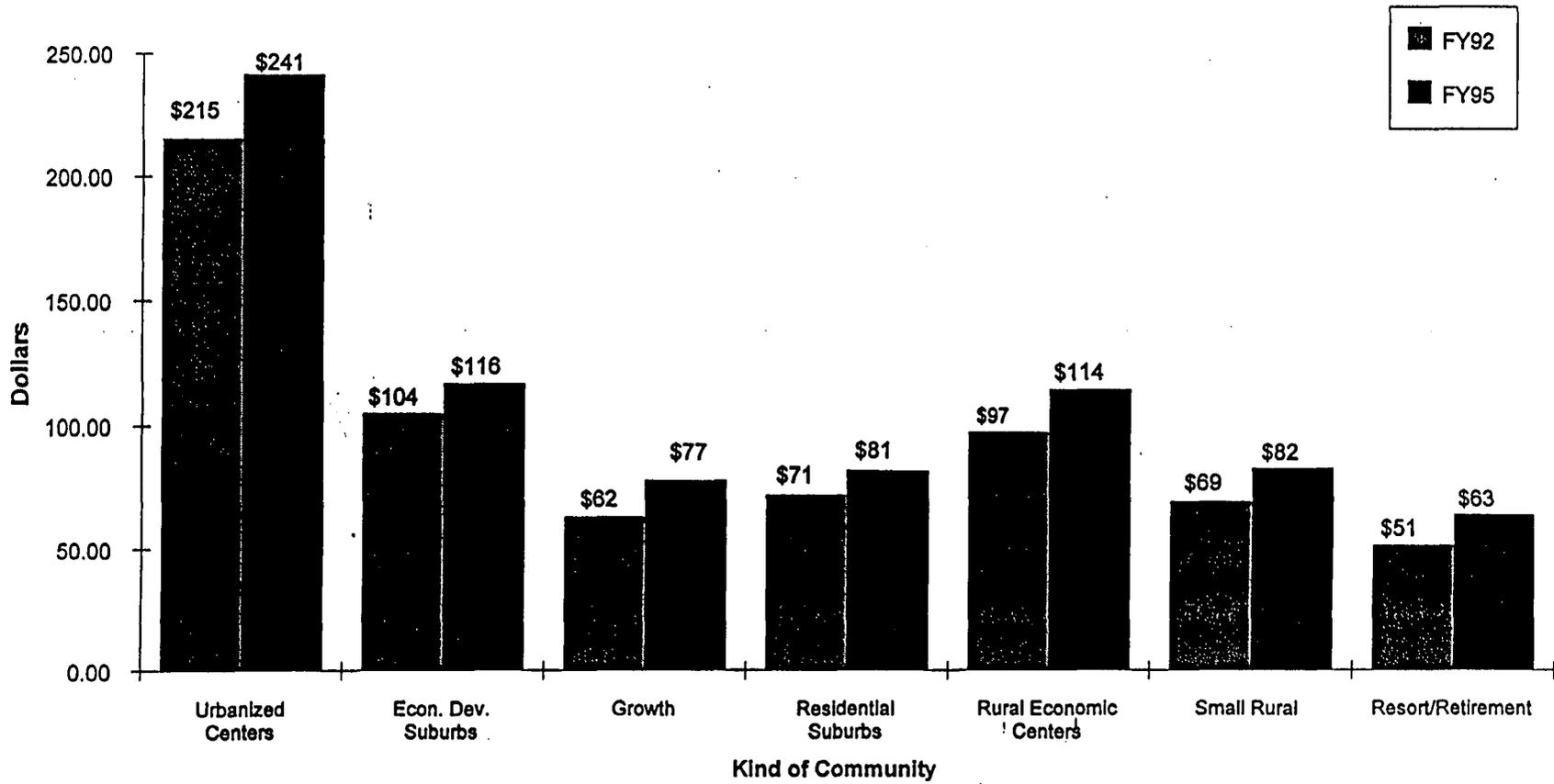
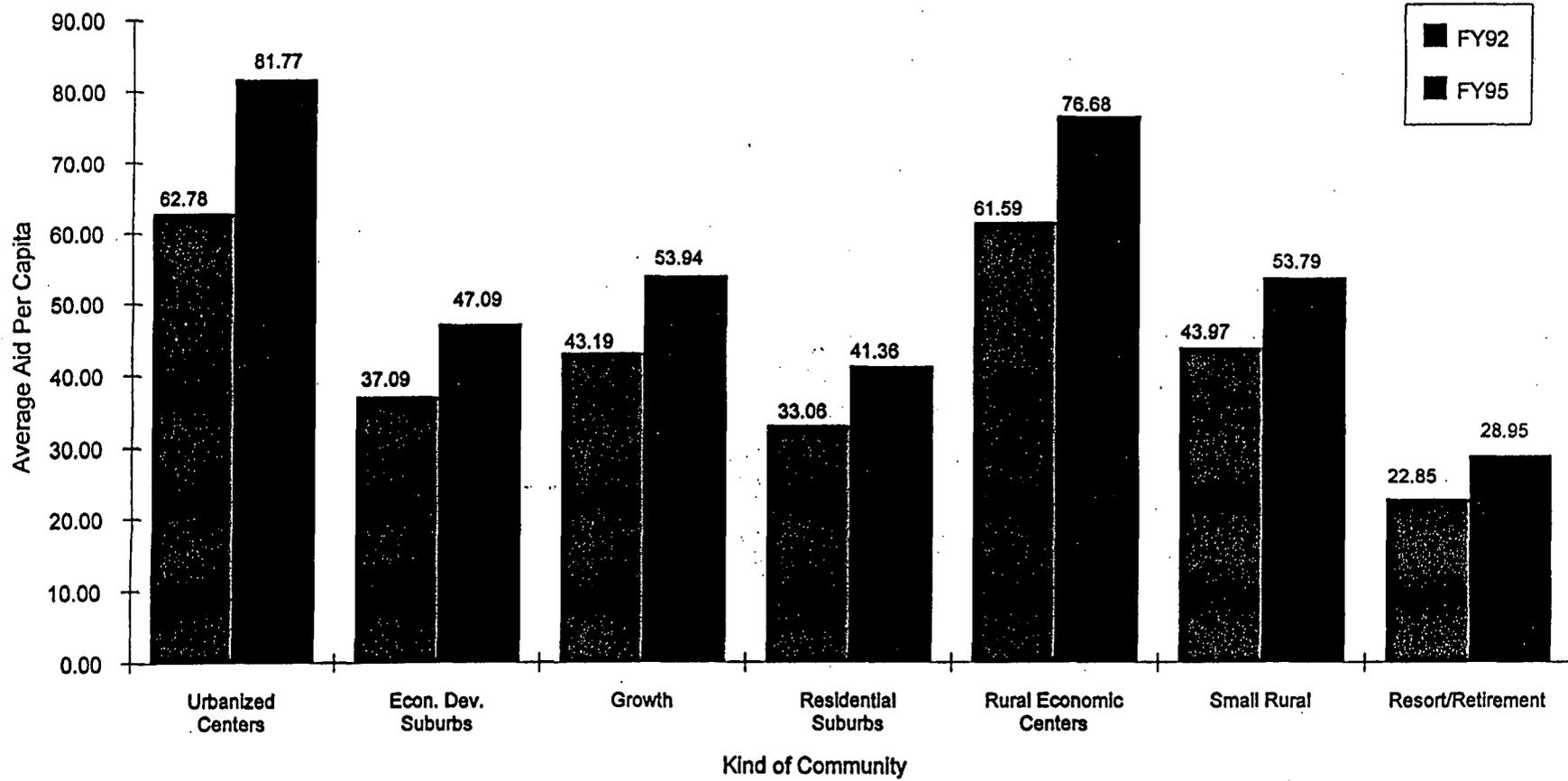
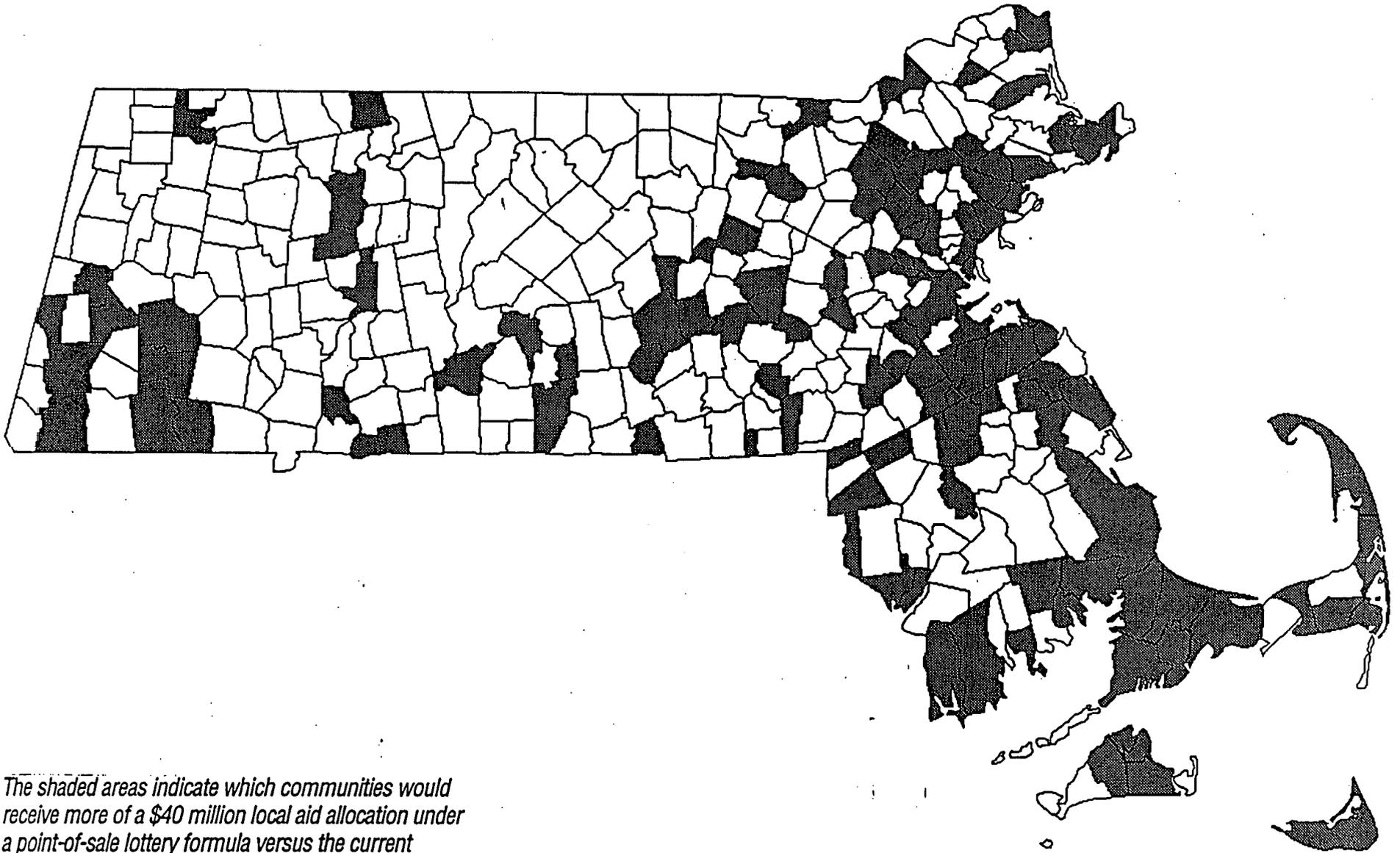


Figure 3
Combined Lottery and Stabilization Aid Per Capita, FY92 vs FY95





The shaded areas indicate which communities would receive more of a \$40 million local aid allocation under a point-of-sale lottery formula versus the current lottery formula.

TABLE 2
 PREDICTED EFFECT OF LOTTERY CHANGE ON CITIES

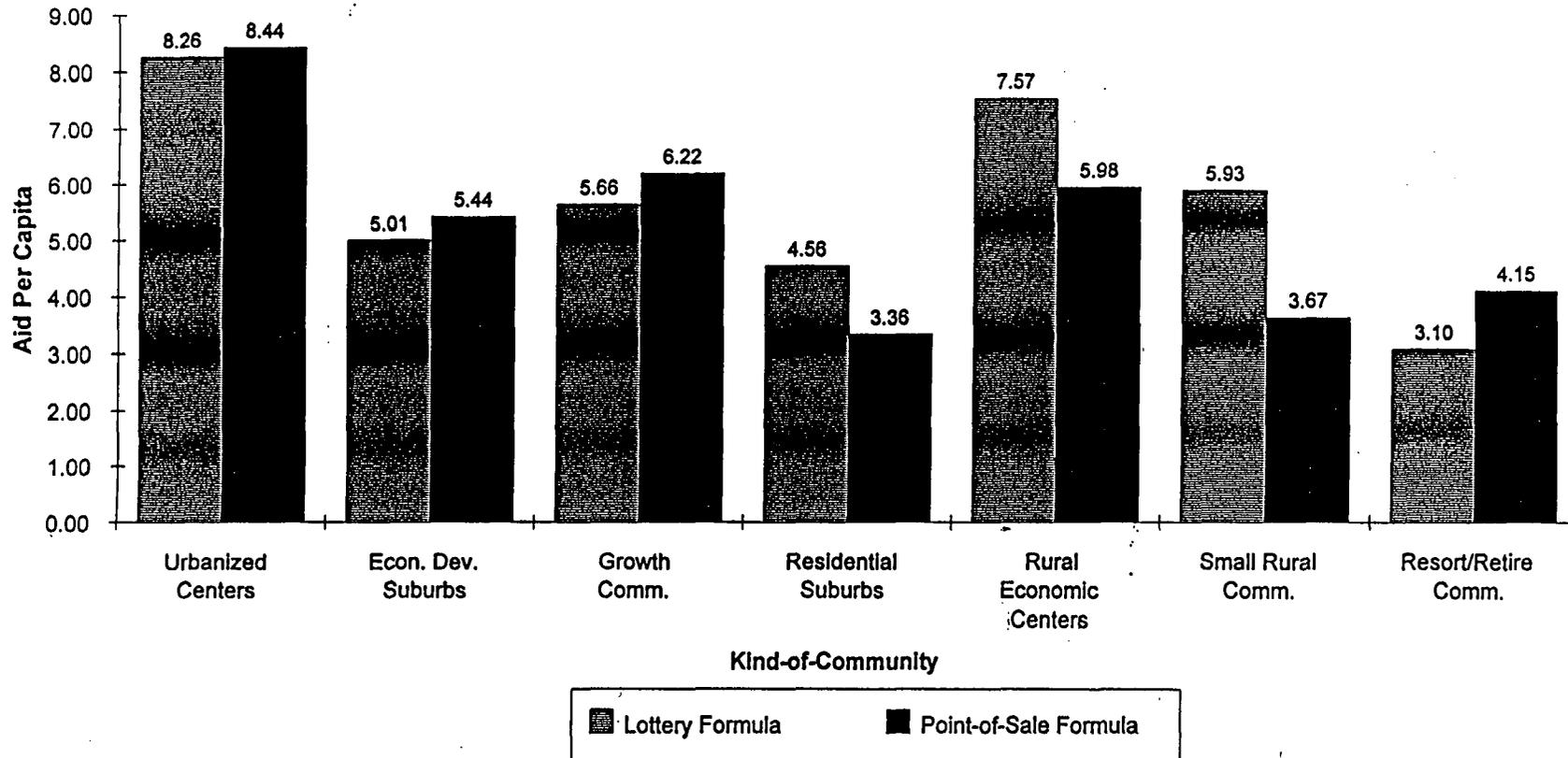
Increasing	%	Decreasing	%
Attleboro	35.9	Chicopee	-3.4
Beverly	2.1	Fall River	-35.8
Boston	44.6	Fitchburg	-38.9
Brockton	44.4	Gardner	-27.7
Cambridge	46.3	Haverhill	-5.2
Chelsea	14.6	Holyoke	-37.2
Everett	64.5	Lawrence	-60.1
Gloucester	104.6	Leominster	-5.3
Lynn	6.4	Lowell	-38.7
Marlboro	16.5	Malden	-1.8
Medford	17.0	Melrose	-38.6
Methuen	60.3	Newton	-2.0
Newburyport	11.5	New Bedford	-32.2
Peabody	9.2	North Adams	-50.3
Quincy	46.3	Northampton	-13.5
Revere	17.1	Pittsfield	-17.8
Salem	21.3	Somerville	-13.7
Waltham	58.4	Springfield	-39.5
Woburn	93.3	Taunton	-28.1
Worcester	4.1	Westfield	-28.4

Table 3

	No. Comm.	Lottery \$40M	Lottery Per Capita	Point-of-Sale \$40M	Point-of-Sale Per Capita	Change Per Capita
Urbanized Centers	45	22,140,406	8.26	22,611,200	8.44	0.18
Econ. Dev. Suburbs	59	7,452,820	5.01	8,089,240	5.44	0.43
Growth Comm.	46	3,603,195	5.66	3,959,240	6.22	0.56
Residential Suburbs	53	2,117,279	4.56	1,562,240	3.36	-1.20
Rural Economic Centers	61	3,474,099	7.57	2,743,920	5.98	-1.59
Small Rural Comm.	46	816,382	5.93	504,840	3.67	-2.26
Resort/Retire Comm.	41	395,820	3.10	529,520	4.15	1.05

Figure 5

\$40M Lottery vs. Point-of-Sale Per Capita



* RISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

* MUNICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY FORMULA DISTR OF 40M	POINT-OF SALE SHARE OF 40M	DIFFERENCE	PERCENT DIFFERENCE	--A-- (40M) LOTTERY PER CAPITA	--B-- (40M) POINT-OF-SALE PER CAPITA	(B-A) DIFFERENCE PER CAP	JUR
ABINGTON	16,379	50,966	14,054	102,421	132,600	30,179	29.5	7.29	9.44	2.15	001
ACTON	25,792	82,404	18,071	81,496	49,760	-31,736	-38.9	4.51	2.75	-1.76	002
ACUSHNET	14,040	48,584	9,888	75,620	35,240	-40,380	-53.4	7.65	3.56	-4.09	003
ADAMS	12,790	38,082	9,220	89,958	62,640	-27,318	-30.4	9.76	6.79	-2.97	004
AGAWAM	16,111	52,776	27,492	193,594	179,920	-13,674	-7.1	7.04	6.54	-0.50	005
ALFORD	24,613	219,651	409	692	0	-692	-100.0	1.69		-1.69	006
AMESBURY	15,423	58,448	14,996	95,314	57,200	-38,114	-40.0	6.36	3.81	-2.55	007
AMHERST	11,144	29,809	34,603	431,167	41,880	-389,287	-90.3	12.46	1.21	-11.25	008
ANDOVER	26,327	105,546	30,221	106,406	63,560	-42,846	-40.3	3.52	2.10	-1.42	009
ARLINGTON	21,449	64,254	44,126	255,241	218,760	-36,481	-14.3	5.78	4.96	-0.82	010
ASHBURNHAM	15,595	53,547	5,602	38,872	15,920	-22,952	-59.0	6.94	2.84	-4.10	011
ASHBY	16,611	50,418	2,835	20,887	15,000	-5,887	-28.2	7.37	5.29	-2.08	012
ASHFIELD	14,812	67,631	1,689	9,277	1,960	-7,317	-78.9	5.49	1.16	-4.33	013
ASHLAND	21,912	73,785	12,355	62,215	71,920	9,705	15.6	5.04	5.82	0.78	014
ATHOL	12,444	33,184	11,471	128,443	93,640	-34,803	-27.1	11.20	8.16	-3.04	015
ATTLEBORO	14,970	49,697	38,352	286,729	389,720	102,991	35.9	7.48	10.16	2.68	016
AUBURN	17,500	62,437	15,086	89,764	163,520	73,756	82.2	5.95	10.84	4.89	017
AVON	16,176	90,860	4,582	18,725	49,200	30,475	162.8	4.09	10.74	6.65	018
AYER	14,586	77,267	6,368	30,611	61,280	30,669	100.2	4.81	9.62	4.81	019
BARNSTABLE	17,376	124,807	41,455	123,450	267,960	144,510	117.1	2.98	6.66	3.68	020
BARRE	14,012	42,031	4,680	41,355	18,520	-22,835	-55.2	8.84	3.96	-4.88	021
BECKET	12,942	163,429	1,528	3,476	4,720	1,244	35.8	2.27	3.09	0.82	022
BELMONT	24,590	107,492	12,942	44,754	51,440	6,686	14.9	3.46	3.97	0.51	023
BELMONT	15,493	53,644	11,364	78,725	37,440	-41,285	-52.4	6.93	3.29	-3.64	024
BELMONT	15,869	60,208	14,959	92,343	156,720	64,377	69.7	6.17	10.48	4.31	025
BELMONT	26,793	91,476	24,367	99,025	134,880	35,855	36.2	4.06	5.54	1.48	026
BERKLEY	14,639	63,608	4,702	27,467	16,480	-10,987	-40.0	5.84	3.50	-2.34	027
BERLIN	19,118	69,604	2,330	12,439	11,520	-919	-7.4	5.34	4.94	-0.40	028
BERNARDSTON	14,463	55,325	2,049	13,761	15,408	1,639	11.9	6.72	7.52	0.80	029
BEVERLY	18,436	67,059	38,378	212,560	217,040	4,480	2.1	5.54	5.66	0.12	030
BILLERICA	16,395	65,049	38,280	218,581	227,240	8,659	4.0	5.71	5.94	0.23	031
BLACKSTONE	15,791	44,183	8,158	68,592	60,920	-7,672	-11.2	8.41	7.47	-0.94	032
BLANDFORD	15,122	69,147	1,183	6,356	0	-6,356	-100.0	5.37		-5.37	033
BOLTON	24,546	105,886	3,286	11,532	11,560	28	0.2	3.51	3.52	0.01	034
BOSTON	15,581	56,049	551,675	3,657,777	5,288,360	1,630,583	44.6	6.63	9.59	2.96	035
BOURNE	14,962	101,097	16,164	59,407	108,920	49,513	83.3	3.68	6.74	3.06	036
BOXBOROUGH	24,363	109,298	3,687	12,539	9,880	-2,659	-21.2	3.40	2.68	-0.72	037
BOXFORD	30,634	111,416	6,551	21,830	3,160	-18,670	-85.5	3.33	0.48	-2.85	038
BOYLSTON	22,571	76,952	3,550	17,146	9,360	-7,786	-45.4	4.83	2.64	-2.19	039
BRAINTREE	18,624	81,001	33,840	155,125	246,400	91,275	58.8	4.58	7.28	2.70	040
BREWSTER	16,552	136,490	8,758	23,828	23,080	-748	-3.1	2.72	2.64	-0.08	041
BRIDGEWATER	14,088	47,547	21,724	169,740	73,240	-96,500	-56.9	7.81	3.37	-4.44	042
BRINFIELD	13,563	61,376	3,136	18,982	11,720	-7,262	-38.3	6.05	3.74	-2.31	043
BROCKTON	13,455	38,371	89,191	863,596	1,247,440	383,844	44.4	9.68	13.99	4.31	044
BROOKFIELD	12,368	40,802	3,064	27,899	10,840	-17,059	-61.1	9.11	3.54	-5.57	045
BROOKLINE	29,044	84,115	53,063	234,448	133,240	-101,208	-43.2	4.42	2.51	-1.91	046
BUCKLAND	14,508	50,620	2,013	14,774	7,480	-7,294	-49.4	7.34	3.72	-3.62	047
BURLINGTON	20,374	89,102	23,301	97,091	160,600	63,509	65.4	4.17	6.89	2.72	048

*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

MUNICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY FORMULA DISTR OF 40M	POINT-OF SALE SHARE OF 40M	DIFFERENCE	PERCENT DIFFERENCE	--A--	--B--	(B-A)	JUR
								(40M) LOTTERY PER CAPITA	(40M) POINT-OF-SALE PER CAPITA	DIFFERENCE PER CAP	
CAMBRIDGE	19,879	84,012	93,554	413,885	605,640	191,755	46.3	4.42	6.47	2.05	049
CANTON	22,035	95,047	19,112	74,720	117,800	43,080	57.7	3.91	6.16	2.25	050
CARLISLE	36,387	111,993	4,453	14,762	0	-14,762	-100.0	3.32		-3.32	051
CARVER	14,122	45,143	10,886	89,600	55,360	-34,240	-38.2	8.23	5.09	-3.14	052
CHARLEMONT	13,451	52,296	1,268	9,009	2,880	-6,129	-68.0	7.10	2.27	-4.83	053
CHARLTON	15,128	56,531	10,990	72,239	49,120	-23,119	-32.0	6.57	4.47	-2.10	054
CHATHAM	18,471	268,975	6,348	8,781	33,480	24,699	281.3	1.38	5.27	3.89	055
CHELMSFORD	21,814	68,009	32,818	179,327	146,880	-32,447	-18.1	5.46	4.48	-0.98	056
CHELSEA	11,559	35,030	26,786	284,006	325,480	41,474	14.6	10.60	12.15	1.55	057
CHESHIRE	14,298	47,891	3,354	26,015	13,120	-12,895	-49.6	7.76	3.91	-3.85	058
CHESTER	14,316	54,116	1,329	9,123	4,960	-4,163	-45.6	6.86	3.73	-3.13	059
CHESTERFIELD	14,297	60,569	1,071	6,569	2,640	-3,929	-59.8	6.13	2.46	-3.67	060
CHICOPEE	13,525	40,708	56,115	512,224	494,800	-17,424	-3.4	9.13	8.82	-0.31	061
CHILMARK	18,318	144,934	696	227	0	-227	-100.0	0.33		-0.33	062
CLARKSBURG	13,139	33,219	1,714	19,172	3,120	-16,052	-83.7	11.19	1.82	-9.37	063
CLINTON	15,328	43,065	12,978	111,937	120,960	9,023	8.1	8.63	9.32	0.69	064
COHASSET	31,166	122,696	7,257	21,984	26,920	4,936	22.5	3.03	3.71	0.68	065
COLRAIN	12,379	49,817	1,791	13,360	0	-13,360	-100.0	7.46		-7.46	066
CONCORD	31,655	112,769	17,391	57,256	36,280	-20,976	-36.6	3.29	2.09	-1.20	067
CONWAY	16,714	61,945	1,580	9,473	1,160	-8,313	-87.8	6.00	0.73	-5.27	068
CUMMINGTON	14,945	76,638	818	3,965	880	-3,085	-77.8	4.85	1.08	-3.77	069
DALTON	17,061	47,461	7,155	55,987	31,800	-24,187	-43.2	7.82	4.44	-3.38	070
DANVERS	18,776	82,885	24,484	109,717	216,520	106,803	97.3	4.48	8.84	4.36	071
DARTMOUTH	15,389	76,667	27,399	132,803	151,160	18,357	13.8	4.85	5.52	0.67	072
DEDHAM	19,045	74,547	23,662	117,936	230,440	112,504	95.4	4.98	9.74	4.76	073
FIELD	17,526	69,989	5,086	27,007	30,960	3,953	14.6	5.31	6.09	0.78	074
IS	15,436	177,128	13,669	28,673	88,960	60,287	210.3	2.10	6.51	4.41	075
DIGHTON	15,479	60,565	5,766	35,363	25,800	-9,563	-27.0	6.13	4.47	-1.66	076
DOUGLAS	14,660	57,732	5,961	38,365	23,080	-15,285	-39.8	6.44	3.87	-2.57	077
DOVER	40,288	166,261	5,126	11,456	4,520	-6,936	-60.5	2.23	0.88	-1.35	078
DRACUT	16,508	53,084	26,645	186,412	172,408	-14,012	-7.5	7.00	6.47	-0.53	079
DUDLEY	13,708	47,045	9,677	76,441	52,480	-23,961	-31.3	7.90	5.42	-2.48	080
DUNSTABLE	20,059	86,304	2,420	10,416	10,320	-96	-0.9	4.30	4.26	-0.04	081
DUXBURY	24,770	90,563	14,076	57,767	33,080	-24,687	-42.7	4.10	2.35	-1.75	082
EAST BRIDGEWATER	15,056	58,380	11,646	74,088	67,360	-6,728	-9.1	6.36	5.78	-0.58	083
EAST BROOKFIELD	14,988	51,511	2,010	14,499	24,120	9,621	66.4	7.21	12.00	4.79	084
EAST LONGMEADOW	17,037	74,770	13,597	67,537	91,000	23,463	34.7	4.97	6.69	1.72	085
EASTHAM	16,004	193,550	4,518	8,677	15,400	6,723	77.5	1.92	3.41	1.49	086
EASTHAMPTON	15,193	41,210	15,569	140,336	109,560	-30,776	-21.9	9.01	7.04	-1.97	087
EASTON	19,016	57,615	20,119	129,715	97,440	-32,275	-24.9	6.45	4.84	-1.61	088
EDGARTOWN	22,242	399,134	3,089	2,878	18,800	15,922	553.2	0.93	6.09	5.16	089
EGREMONT	17,752	140,744	1,292	3,412	1,720	-1,692	-49.6	2.64	1.33	-1.31	090
ERVING	13,361	122,560	1,318	3,992	2,920	-1,072	-26.9	3.03	2.22	-0.81	091
ESSEX	19,211	98,721	3,337	12,550	17,240	4,690	37.4	3.76	5.17	1.41	092
EVERETT	14,220	61,677	35,087	211,379	347,800	136,421	64.5	6.02	9.91	3.89	093
FAIRHAVEN	13,114	60,276	16,207	99,861	140,880	41,019	41.1	6.16	8.69	2.53	094
FALL RIVER	10,966	31,390	91,066	1,077,984	692,560	-385,424	-35.8	11.84	7.61	-4.23	095
FALMOUTH	17,131	144,014	27,956	72,066	166,360	94,294	130.8	2.58	5.95	3.37	096
FITCHBURG	12,140	34,356	38,937	421,075	257,080	-163,995	-38.9	10.81	6.60	-4.21	097
FLORIDA	11,345	79,629	763	3,559	4,800	1,241	34.9	4.66	6.29	1.63	098

*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

MUNICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY POINT-OF-SALE		DIFFERENCE	PERCENT DIFFERENCE	--A--	--B--	(B-A) DIFFERENCE PER CAP	JUR
				FORMULA OF 40M	SALE SHARE OF 40M			(40M) LOTTERY PER CAPITA	(40M) POINT-OF-SALE PER CAPITA		
FOXBOROUGH	18,329	67,890	14,826	81,098	80,560	-538	-0.7	5.47	5.43	-0.04	099
FRAMINGHAM	20,407	60,066	63,352	391,799	285,360	-106,439	-27.2	6.18	4.50	-1.68	100
FRANKLIN	18,228	68,681	23,750	128,419	119,240	-9,179	-7.1	5.41	5.02	-0.39	101
FREETOWN	15,603	58,389	8,462	53,832	41,040	-12,792	-23.8	6.36	4.85	-1.51	102
GARDNER	13,207	38,748	20,064	192,321	139,040	-53,281	-27.7	9.59	6.93	-2.66	103
GAY HEAD	11,929	068,542	186	65	0	-65	-100.0	0.35		-0.35	104
GEORGETOWN	17,571	63,270	6,626	38,895	32,680	-6,215	-16.0	5.87	4.93	-0.94	105
GILL	14,329	44,883	1,563	12,936	4,240	-8,696	-67.2	8.28	2.71	-5.57	106
GLOUCESTER	16,044	83,897	28,809	127,616	261,040	133,424	104.6	4.43	9.06	4.63	107
GOSHEN	15,450	82,771	853	3,827	2,040	-1,787	-46.7	4.49	2.39	-2.10	108
GOSNOLD	22,097	967,388	98	38	0	-38	-100.0	0.39		-0.39	109
GRAFTON	17,313	54,154	13,141	90,133	72,240	-17,893	-19.9	6.86	5.50	-1.36	110
GRANBY	16,748	51,545	5,823	41,970	23,120	-18,850	-44.9	7.21	3.97	-3.24	111
GRANVILLE	15,945	68,937	1,520	8,193	2,520	-5,673	-69.2	5.39	1.66	-3.73	112
GREAT BARRINGTON	14,206	68,017	7,683	41,982	44,280	2,298	5.5	5.46	5.76	0.30	113
GREENFIELD	13,693	45,944	18,184	147,069	107,520	-39,549	-26.9	8.09	5.91	-2.18	114
GROTON	22,832	73,538	8,264	41,756	27,920	-13,836	-33.1	5.05	3.38	-1.67	115
GROVELAND	20,038	55,615	5,414	36,175	36,640	465	1.3	6.68	6.77	0.09	116
HADLEY	16,224	91,484	4,243	17,243	25,280	8,037	46.6	4.06	5.96	1.90	117
HALIFAX	15,233	51,071	6,646	48,358	40,600	-7,758	-16.0	7.28	6.11	-1.17	118
HAMILTON	21,269	82,770	7,413	33,261	14,560	-18,701	-56.2	4.49	1.96	-2.53	119
HAMPDEN	18,674	63,672	4,784	27,919	17,560	-10,359	-37.1	5.84	3.67	-2.17	120
HANCOCK	17,075	140,525	712	1,884	0	-1,884	-100.0	2.65		-2.65	121
HANOVER	17,789	83,418	12,318	54,847	104,080	49,233	89.8	4.45	8.45	4.00	122
HANSON	15,701	57,232	9,279	60,250	54,760	-5,490	-9.1	6.49	5.90	-0.59	123
ARDWICK	13,387	54,483	2,455	16,740	4,360	-12,380	-74.0	6.82	1.78	-5.04	124
ARDVARD	17,937	43,502	12,104	103,361	0	-103,361	-100.0	8.54		-8.54	125
HARWICH	15,020	166,202	10,430	23,310	44,840	21,530	92.4	2.23	4.30	2.07	126
HATFIELD	17,713	66,406	3,230	18,074	10,560	-7,514	-41.6	5.60	3.27	-2.33	127
HAVERHILL	15,464	49,408	52,167	392,399	371,920	-20,479	-5.2	7.52	7.13	-0.39	128
HAWLEY	13,551	68,483	304	1,649	0	-1,649	-100.0	5.42		-5.42	129
HEATH	11,600	72,728	716	3,659	0	-3,659	-100.0	5.11		-5.11	130
HINGHAM	25,726	99,781	19,819	73,746	77,280	3,534	4.8	3.72	3.90	0.18	131
HINSDALE	13,948	58,906	1,986	12,521	5,640	-6,881	-55.0	6.30	2.84	-3.46	132
HOLBROOK	15,469	51,698	11,050	79,392	121,960	42,568	53.6	7.18	11.04	3.86	133
HOLDEN	20,974	58,046	14,853	95,084	51,680	-43,404	-45.6	6.40	3.48	-2.92	134
HOLLAND	14,471	75,394	2,055	10,125	4,560	-5,565	-55.0	4.93	2.22	-2.71	135
HOLLISTON	21,225	68,598	13,124	71,114	30,880	-40,234	-56.6	5.42	2.35	-3.07	136
HOLYOKE	11,088	35,287	42,066	442,891	277,920	-164,971	-37.2	10.53	6.61	-3.92	137
HOPEDALE	16,677	47,493	5,719	44,751	13,080	-31,671	-70.8	7.82	2.29	-5.53	138
HOPKINTON	22,497	97,883	9,902	37,581	21,880	-15,701	-41.8	3.80	2.21	-1.59	139
HUBBARDSTON	15,575	60,036	3,124	19,338	5,680	-13,658	-70.6	6.19	1.82	-4.37	140
HUDSON	18,327	56,471	17,356	114,183	113,640	-543	-0.5	6.58	6.55	-0.03	141
HULL	16,907	62,184	10,620	63,433	73,040	9,607	15.1	5.97	6.88	0.91	142
HUNTINGTON	13,536	46,956	2,095	16,573	3,800	-12,773	-77.1	7.91	1.81	-6.10	143
IPSWICH	20,175	76,255	12,047	58,667	49,920	-8,747	-14.9	4.87	4.14	-0.73	144
KINGSTON	16,647	68,719	9,514	51,443	79,440	27,997	54.4	5.41	8.35	2.94	145
LAKEVILLE	16,189	84,024	8,214	36,339	44,880	8,541	23.5	4.42	5.46	1.04	146
LANCASTER	14,619	53,012	6,615	46,355	11,400	-34,955	-75.4	7.01	1.72	-5.29	147
LANESBOROUGH	16,688	77,669	2,975	14,233	13,160	-1,073	-7.5	4.78	4.42	-0.36	148

*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

MUNICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY FORMULA DISTR OF 40M	POINT-OF SALE SHARE OF 40M	DIFFERENCE	PERCENT DIFFERENCE	--A--	--B--	(B-A)	JUR
								(40M) LOTTERY PER CAPITA	(40M) POINT-OF-SALE PER CAPITA	PER CAP DIFFERENCE	
LAWRENCE	9,686	29,091	65,493	836,285	333,760	-502,525	-60.1	12.77	5.10	-7.67	149
LEE	15,289	67,419	5,681	31,302	38,640	7,338	23.4	5.51	6.80	1.29	150
LEICESTER	15,806	44,443	10,153	84,843	35,400	-49,443	-58.3	8.36	3.49	-4.87	151
LENOX	16,822	97,424	5,082	19,375	22,240	2,865	14.8	3.81	4.38	0.57	152
LEONINSTER	15,960	49,715	38,258	285,808	270,720	-15,088	-5.3	7.47	7.08	-0.39	153
LEVERETT	19,254	63,574	1,784	10,421	0	-10,421	-100.0	5.84		-5.84	154
LEXINGTON	30,718	108,405	28,998	99,448	76,120	-23,328	-23.5	3.43	2.63	-0.80	155
LEYDEN	13,678	61,619	680	4,101	0	-4,101	-100.0	6.03		-6.03	156
LINCOLN	35,169	103,939	7,828	27,964	4,040	-23,924	-85.6	3.57	0.52	-3.05	157
LITTLETON	19,560	86,673	7,192	30,831	41,360	10,529	34.2	4.29	5.75	1.46	158
LONGMEADOW	29,244	81,733	15,546	70,642	78,160	7,518	10.6	4.54	5.03	0.49	159
LOWELL	12,701	36,936	99,873	1,004,701	615,960	-388,741	-38.7	10.06	6.17	-3.89	160
LUDLOW	14,273	53,458	19,215	133,552	118,960	-14,592	-10.9	6.95	6.19	-0.76	161
LUNENBURG	19,166	62,934	9,232	54,510	32,760	-21,750	-39.9	5.90	3.55	-2.35	162
LYNN	13,026	39,531	78,652	739,073	786,160	47,087	6.4	9.40	10.00	0.60	163
LYNNFIELD	26,193	87,505	11,275	47,883	21,280	-26,603	-55.6	4.25	1.89	-2.36	164
MALDEN	15,820	43,281	53,709	461,098	452,680	-8,418	-1.8	8.59	8.43	-0.16	165
MANCHESTER	29,417	145,267	5,410	13,822	10,960	-2,862	-20.7	2.55	2.03	-0.52	166
MANSFIELD	18,204	78,328	17,782	84,360	91,560	7,200	8.5	4.74	5.15	0.41	167
MARBLEHEAD	30,615	99,449	20,423	76,343	42,280	-34,063	-44.6	3.74	2.07	-1.67	168
MARION	21,876	149,484	4,577	11,380	17,760	6,380	56.1	2.49	3.88	1.39	169
MARLBOROUGH	18,471	76,099	32,334	157,831	183,840	26,009	16.5	4.88	5.69	0.81	170
MARSHFIELD	19,373	77,673	22,200	106,207	127,880	21,673	20.4	4.78	5.76	0.98	171
MASHPEE	14,526	191,744	8,518	16,505	51,520	35,015	212.1	1.94	6.05	4.11	172
MATTAPANSETT	19,955	115,555	5,859	18,854	18,240	-614	-3.3	3.22	3.11	-0.11	173
FIELD	19,202	56,200	10,480	69,306	59,640	-9,666	-13.9	6.61	5.69	-0.92	174
MEDFORD	26,103	75,913	10,741	52,553	35,800	-16,753	-31.9	4.89	3.33	-1.56	175
MEDWAY	16,941	53,486	56,702	393,777	460,720	66,943	17.0	6.94	8.13	1.19	176
MELROSE	18,982	67,758	10,420	57,117	30,200	-26,917	-47.1	5.48	2.90	-2.58	177
MELROSE	20,202	61,653	27,777	167,341	102,760	-64,581	-38.6	6.02	3.70	-2.32	178
MENDON	19,823	69,798	4,294	22,850	20,520	-2,330	-10.2	5.32	4.78	-0.54	179
MERRIMAC	16,327	45,793	5,420	43,960	33,280	-10,680	-24.3	8.11	6.14	-1.97	180
METHUEN	15,598	55,719	40,669	271,275	434,920	163,645	60.3	6.67	10.69	4.02	181
MIDDLEBOROUGH	14,165	54,540	18,159	123,721	115,440	-8,281	-6.7	6.81	6.36	-0.45	182
MIDDLEFIELD	14,014	78,556	412	1,947	760	-1,187	-61.0	4.73	1.84	-2.89	183
MIDDLETON	19,933	102,586	5,130	18,590	57,000	38,410	206.6	3.62	11.11	7.49	184
MILFORD	15,980	55,924	25,158	167,093	171,680	4,587	2.7	6.64	6.82	0.18	185
MILLBURY	15,474	50,894	12,221	89,202	81,400	-7,802	-8.7	7.30	6.66	-0.64	186
MILLIS	20,241	64,283	7,892	45,605	38,520	-7,085	-15.5	5.78	4.88	-0.90	187
MILLVILLE	15,125	51,315	2,426	17,569	29,200	11,631	66.2	7.24	12.04	4.80	188
MILTON	22,444	74,155	25,901	129,835	48,320	-81,515	-62.8	5.01	1.87	-3.14	189
MONROE	12,225	112,026	123	408	0	-408	-100.0	3.32		-3.32	190
MONSON	14,454	49,355	8,084	60,854	32,160	-28,694	-47.2	7.53	3.98	-3.55	191
MONTAGUE	13,491	51,474	8,393	60,590	53,080	-7,510	-12.4	7.22	6.32	-0.90	192
MONTEREY	15,120	223,944	813	1,348	440	-908	-67.4	1.66	0.54	-1.12	193
MONTGOMERY	16,849	61,708	772	4,646	0	-4,646	-100.0	6.02		-6.02	194
MOUNT WASHINGTON	23,794	227,170	135	221	0	-221	-100.0	1.64		-1.64	195
NAHANT	22,724	88,173	3,751	15,801	10,720	-5,081	-32.2	4.21	2.86	-1.35	196
NANTUCKET	20,591	554,843	6,246	4,177	34,480	30,303	725.5	0.67	5.52	4.85	197
NATICK	22,176	79,001	30,428	143,136	158,480	15,344	10.7	4.70	5.21	0.51	198

*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

* ICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY FORMULA DISTR OF 40M	POINT-OF SALE SHARE OF 40M	DIFFERENCE	PERCENT DIFFERENCE	--A--	--B--	(B-A)	JUR
								(40M) LOTTERY PER CAPITA	(40M) POINT-OF-SALE PER CAPITA	(B-A) DIFFERENCE PER CAP	
NEEDHAM	27,935	113,046	27,674	90,953	69,000	-21,953	-24.1	3.29	2.49	-0.80	199
NEW ASHFORD	13,374	110,021	188	635	0	-635	-100.0	3.38		-3.38	200
NEW BEDFORD	10,923	31,069	96,892	1,158,579	786,040	-372,539	-32.2	11.96	8.11	-3.85	201
NEW BRAINTREE	15,409	56,916	923	6,025	0	-6,025	-100.0	6.53		-6.53	202
NEW MARLBOROUGH	15,498	167,309	1,227	2,728	1,520	-1,208	-44.3	2.22	1.24	-0.98	203
NEW SALEM	14,762	77,506	770	3,692	1,840	-1,852	-50.2	4.79	2.39	-2.40	204
NEWBURY	19,917	79,006	5,962	28,046	22,560	-5,486	-19.6	4.70	3.78	-0.92	205
NEWBURYPORT	19,008	75,164	16,437	81,267	90,600	9,333	11.5	4.94	5.51	0.57	206
NEWTON	28,840	106,762	82,126	285,873	280,200	-5,673	-2.0	3.48	3.41	-0.07	207
NORFOLK	19,044	57,810	9,679	62,183	17,120	-45,063	-72.5	6.42	1.77	-4.65	208
NORTH ADAMS	10,963	26,378	16,081	226,480	112,600	-113,880	-50.3	14.08	7.00	-7.08	209
NORTH ANDOVER	22,957	75,986	23,634	115,499	102,960	-12,539	-10.9	4.89	4.36	-0.53	210
NORTH ATTLEBOROUGH	17,535	60,433	25,457	156,565	131,040	-25,525	-16.3	6.15	5.15	-1.00	211
NORTH BROOKFIELD	13,710	40,217	4,805	44,382	21,680	-22,702	-51.2	9.24	4.51	-4.73	212
NORTH READING	19,100	80,131	12,296	56,998	71,880	14,882	26.1	4.64	5.85	1.21	213
NORTHAMPTON	14,623	53,700	29,028	200,761	173,680	-27,081	-13.5	6.92	5.98	-0.94	214
NORTHBOROUGH	22,795	73,026	12,232	62,225	43,360	-18,865	-30.3	5.09	3.54	-1.55	215
NORTHBRIDGE	14,159	38,069	13,024	127,073	68,920	-58,153	-45.8	9.76	5.29	-4.47	216
NORTHFIELD	14,253	58,882	2,961	18,684	11,280	-7,404	-39.6	6.31	3.81	-2.50	217
NORTON	16,023	52,094	15,070	107,499	83,760	-23,739	-22.1	7.13	5.56	-1.57	218
NORWELL	24,028	97,814	9,513	36,159	42,960	6,801	18.8	3.80	4.52	0.72	219
NORWOOD	18,193	80,148	28,654	132,826	225,600	92,774	69.8	4.64	7.87	3.23	220
OAK BLUFFS	16,695	244,629	2,821	4,289	25,840	21,551	502.5	1.52	9.16	7.64	221
OAKHAM	15,162	57,841	1,587	10,196	4,880	-5,316	-52.1	6.42	3.07	-3.35	222
ORANGE	11,106	37,973	7,466	73,058	32,120	-40,938	-56.0	9.79	4.30	-5.49	223
ORANS	19,249	227,835	5,793	9,437	38,480	29,043	307.8	1.63	6.64	5.01	224
OXFORD	13,398	259,775	1,150	1,643	4,680	3,037	184.8	1.43	4.07	2.64	225
OXFORD	14,337	49,148	13,011	98,314	77,160	-21,154	-21.5	7.56	5.93	-1.63	226
PALMER	14,648	48,034	12,252	94,751	119,440	24,689	26.1	7.73	9.75	2.02	227
PAXTON	20,893	60,812	4,177	25,522	5,880	-19,642	-77.0	6.11	1.41	-4.70	228
PEABODY	17,002	60,862	47,387	289,272	315,760	26,488	9.2	6.10	6.66	0.56	229
PELHAM	19,640	63,371	1,330	7,800	4,280	-3,520	-45.1	5.86	3.22	-2.64	230
PENBROKE	16,531	66,365	15,226	85,201	104,680	19,479	22.9	5.60	6.88	1.28	231
PEPPERELL	17,374	55,426	10,413	69,815	54,360	-15,455	-22.1	6.70	5.22	-1.48	232
PERU	12,478	53,851	812	5,602	0	-5,602	-100.0	6.90		-6.90	233
PETERSHAM	17,542	71,878	1,130	5,839	1,120	-4,719	-80.8	5.17	0.99	-4.18	234
PHILLIPSTON	13,216	61,180	1,476	8,959	3,840	-5,119	-57.1	6.07	2.60	-3.47	235
PITTSFIELD	15,426	48,770	47,104	358,892	295,040	-63,852	-17.8	7.62	6.26	-1.36	236
PLAINFIELD	14,099	95,424	577	2,246	0	-2,246	-100.0	3.89		-3.89	237
PLAINVILLE	16,238	69,391	6,955	37,249	55,400	18,151	48.7	5.36	7.97	2.61	238
PLYMOUTH	15,882	77,984	47,140	224,445	224,800	355	0.2	4.76	4.77	0.01	239
PLYMPTON	17,150	83,753	2,448	10,858	5,000	-5,858	-54.0	4.44	2.04	-2.40	240
PRINCETON	21,386	80,184	3,248	15,056	5,480	-9,576	-63.6	4.64	1.69	-2.95	241
PROVINCETOWN	14,955	161,218	3,553	8,184	48,840	40,656	496.8	2.30	13.75	11.45	242
QUINCY	17,436	57,690	84,457	544,046	796,120	252,074	46.3	6.44	9.43	2.99	243
RANDOLPH	17,163	54,855	30,372	205,716	250,600	44,884	21.8	6.77	8.25	1.48	244
RAYNHAM	17,025	71,434	10,024	52,138	155,240	103,102	197.7	5.20	15.49	10.29	245
READING	21,074	64,148	22,671	131,267	111,800	-19,467	-14.8	5.79	4.93	-0.86	246
REHOBOTH	17,642	66,090	8,873	49,854	31,680	-18,174	-36.5	5.62	3.57	-2.05	247
REVERE	14,723	51,604	42,751	307,888	360,520	52,632	17.1	7.20	8.43	1.23	248

*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

* MUNICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY FORMULA DISTR OF 40M	POINT-OF SALE SHARE OF 40M	DIFFERENCE	PERCENT DIFFERENCE	--A--	--B--	(B-A)	JUR
								(40M) LOTTERY PER CAPITA	(40M) POINT-OF-SALE PER CAPITA	(B-A) DIFFERENCE PER CAP	
RICHMOND	22,359	91,900	1,698	6,862	120	-6,742	-98.3	4.04	0.07	-3.97	249
ROCHESTER	15,807	78,818	4,048	19,088	22,440	3,352	17.6	4.72	5.54	0.82	250
ROCKLAND	15,060	54,455	16,341	111,522	111,400	-122	-0.1	6.82	6.82		251
ROCKPORT	19,882	98,441	7,609	28,704	27,440	-1,264	-4.4	3.77	3.61	-0.16	252
ROWE	15,352	461,492	390	314	0	-314	-100.0	0.81		-0.81	253
ROWLEY	18,130	75,785	4,804	23,559	29,920	6,361	27.0	4.90	6.23	1.33	254
ROYALSTON	12,421	67,364	1,203	6,635	1,880	-4,755	-71.7	5.52	1.56	-3.96	255
RUSSELL	14,209	43,751	1,643	13,955	4,280	-9,675	-69.3	8.49	2.60	-5.89	256
RUTLAND	16,661	50,717	5,105	37,408	14,800	-22,608	-60.4	7.33	2.90	-4.43	257
SALEM	16,155	60,966	37,567	228,897	277,720	48,823	21.3	6.09	7.39	1.30	258
SALISBURY	14,455	86,829	6,987	29,912	226,160	196,248	656.1	4.28	32.37	28.09	259
SANDISFIELD	13,745	187,829	710	1,404	6,240	4,836	344.4	1.98	8.79	6.81	260
SANDWICH	17,412	104,117	16,483	58,789	69,800	11,011	18.7	3.57	4.23	0.66	261
SAUGUS	17,781	71,338	25,534	132,958	222,040	89,082	67.0	5.21	8.70	3.49	262
SAVOY	13,892	53,151	660	4,614	0	-4,614	-100.0	6.99		-6.99	263
SCITUATE	22,156	89,583	16,848	69,913	68,360	-1,553	-2.2	4.15	4.06	-0.09	264
SEEKONK	17,345	79,154	12,982	60,920	299,080	238,160	390.9	4.69	23.04	18.35	265
SHARON	24,141	71,600	15,762	81,804	28,840	-52,964	-64.7	5.19	1.83	-3.36	266
SHEFFIELD	17,535	96,919	2,985	11,448	12,320	872	7.6	3.84	4.13	0.29	267
SHELBURNE	13,378	55,573	1,975	13,208	11,400	-1,808	-13.7	6.69	5.77	-0.92	268
SHERBORN	41,614	137,685	4,098	11,056	1,120	-9,936	-89.9	2.70	0.27	-2.43	269
SHIRLEY	15,581	41,145	6,232	56,281	27,640	-28,641	-50.9	9.03	4.44	-4.59	270
SHREWSBURY	20,508	67,165	24,721	136,778	149,840	13,062	9.5	5.53	6.06	0.53	271
SHUTESBURY	15,936	67,825	1,654	9,057	0	-9,057	-100.0	5.48		-5.48	272
SET VILLE	15,030	80,273	17,460	80,836	121,240	40,404	50.0	4.63	6.94	2.31	273
SOUTH HADLEY	15,179	39,483	72,303	680,240	586,720	-93,520	-13.7	9.41	8.11	-1.30	274
SOUTHAMPTON	16,342	45,852	16,846	136,536	82,120	-54,416	-39.9	8.10	4.87	-3.23	275
SOUTHBOROUGH	17,125	62,010	4,641	27,800	25,080	-2,720	-9.8	5.99	5.40	-0.59	276
SOUTHBRIDGE	25,841	105,510	6,816	23,999	28,040	4,041	16.8	3.52	4.11	0.59	277
SOUTHWICK	12,924	35,477	16,651	174,358	105,080	-69,278	-39.7	10.47	6.31	-4.16	278
SPENCER	14,979	51,940	7,959	56,910	49,720	-7,190	-12.6	7.15	6.25	-0.90	279
SPRINGFIELD	14,222	40,283	11,818	109,025	84,960	-24,065	-22.1	9.23	7.19	-2.04	280
STERLING	11,584	33,890	153,466	1,682,429	1,018,160	-664,269	-39.5	10.96	6.63	-4.33	281
STOCKBRIDGE	17,830	64,721	6,760	38,793	14,400	-24,393	-62.9	5.74	2.13	-3.61	282
STONEHAM	18,215	150,595	2,363	5,835	0	-5,835	-100.0	2.47		-2.47	283
STOUGHTON	18,220	64,109	22,483	128,569	144,720	16,151	12.6	5.80	6.52	0.72	284
STOW	17,313	59,367	26,979	168,856	223,200	54,344	32.2	6.26	8.27	2.01	285
STURBRIDGE	25,244	78,464	5,406	25,585	13,520	-12,065	-47.2	4.73	2.50	-2.23	286
SUDBURY	16,642	69,412	8,052	43,078	49,440	6,362	14.8	5.35	6.14	0.79	287
SUNDERLAND	33,441	103,858	14,806	52,977	23,280	-29,697	-56.1	3.58	1.57	-2.01	288
SUTTON	12,357	53,216	3,363	23,470	19,680	-3,790	-16.1	6.98	5.85	-1.13	289
SWAMPSCOTT	16,937	76,054	7,134	34,864	21,400	-13,464	-38.6	4.89	3.00	-1.89	290
SWANSEA	25,576	88,507	13,691	57,439	38,400	-19,039	-33.1	4.20	2.80	-1.40	291
TAUNTON	15,100	62,555	15,353	91,177	114,640	23,463	25.7	5.94	7.47	1.53	292
TEMPLETON	13,613	42,909	50,697	439,007	315,600	-123,407	-28.1	8.66	6.23	-2.43	293
TEWKSBURY	13,347	40,922	6,691	60,732	29,040	-31,692	-52.2	9.08	4.34	-4.74	294
TISBURY	18,224	64,270	28,321	163,657	198,640	34,983	21.4	5.78	7.01	1.23	295
TOLLAND	17,107	216,146	3,049	5,245	21,120	15,875	302.7	1.72	6.93	5.21	296
TOPSFIELD	20,881	352,554	298	313	320	7	2.2	1.05	1.07	0.02	297
	27,375	82,470	5,783	26,047	6,600	-19,447	-74.7	4.50	1.14	-3.36	298

*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

MUNICIPALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY	POINT-OF	DIFFERENCE	PERCENT	--A--	--B--	(B-A)	JUR
				FORMULA DISTR OF 40M	SALE SHARE OF 40M		DIFFERENCE	(40M) LOTTERY PER CAPITA	(40M) POINT-OF-SALE PER CAPITA	DIFFERENCE PER CAP	
TOWNSEND	15,694	53,089	8,803	61,587	43,880	-17,707	-28.8	7.00	4.98	-2.02	299
TRURO	15,391	428,010	1,568	1,362	5,520	4,158	305.3	0.87	3.52	2.65	300
TYNGSBOROUGH	16,633	63,316	9,118	53,524	169,720	116,196	217.1	5.87	18.61	12.74	301
TYRINGHAM	21,926	219,775	364	616	0	-616	-100.0	1.69		-1.69	302
UPTON	20,292	73,391	4,968	25,159	12,560	-12,599	-50.1	5.06	2.53	-2.53	303
UXBRIDGE	16,531	48,523	10,802	82,734	73,680	-9,054	-10.9	7.66	6.82	-0.84	304
WAKEFIELD	19,009	71,097	25,118	131,222	123,520	-7,702	-5.9	5.22	4.92	-0.30	305
WALES	13,337	55,812	1,699	11,313	4,560	-6,753	-59.7	6.66	2.68	-3.98	306
WALPOLE	20,128	78,516	20,545	97,233	111,840	14,607	15.0	4.73	5.44	0.71	307
WALTHAM	16,777	73,075	56,698	288,101	456,400	168,299	58.4	5.08	8.05	2.97	308
WARE	13,082	44,100	9,861	83,080	74,720	-8,360	-10.1	8.43	7.58	-0.85	309
WAREHAM	13,428	77,849	19,563	93,368	174,200	80,832	86.6	4.77	8.90	4.13	310
WARREN	12,805	43,522	4,518	38,555	30,440	-8,115	-21.0	8.53	6.74	-1.79	311
WARWICK	12,181	60,347	731	4,500	0	-4,500	-100.0	6.16		-6.16	312
WASHINGTON	15,915	62,392	603	3,591	0	-3,591	-100.0	5.96		-5.96	313
WATERTOWN	20,382	66,247	32,443	181,914	299,880	117,966	64.8	5.61	9.24	3.63	314
WAYLAND	34,646	112,569	12,222	40,308	43,600	3,292	8.2	3.30	3.57	0.27	315
WEBSTER	14,624	48,117	16,255	125,521	178,040	52,519	41.8	7.72	10.95	3.23	316
WELLESLEY	32,253	127,289	26,655	77,853	41,040	-36,813	-47.3	2.92	1.54	-1.38	317
WELLFLEET	14,581	281,168	2,563	3,384	11,680	8,296	245.2	1.32	4.56	3.24	318
WENDELL	11,990	49,337	914	6,880	0	-6,880	-100.0	7.53		-7.53	319
WENHAM	21,781	72,918	4,301	21,904	6,120	-15,784	-72.1	5.09	1.42	-3.67	320
WEST BOYLSTON	17,416	87,832	6,546	27,687	64,200	36,513	131.9	4.23	9.81	5.58	321
WEST BRIDGEWATER	16,214	91,551	6,378	25,883	80,880	54,997	212.5	4.06	12.68	8.62	322
WEST BROOKFIELD	14,238	54,953	3,602	24,356	28,280	3,924	16.1	6.76	7.85	1.09	323
NEWBURY	20,450	76,204	3,622	17,659	3,040	-14,619	-82.8	4.88	0.84	-4.04	324
SPRINGFIELD	15,905	64,538	27,289	157,070	237,400	80,330	51.1	5.76	8.70	2.94	325
WEST STOCKBRIDGE	16,248	108,826	1,509	5,149	7,480	2,331	45.3	3.41	4.96	1.55	326
WEST TISBURY	16,428	360,792	1,929	1,985	2,480	495	24.9	1.03	1.29	0.26	327
WESTBOROUGH	20,922	107,244	14,455	50,069	66,160	16,091	32.1	3.46	4.58	1.12	328
WESTFIELD	14,225	43,283	38,168	327,676	234,686	-92,990	-28.4	8.59	6.15	-2.44	329
WESTFORD	21,878	83,433	17,320	77,119	58,160	-18,959	-24.6	4.45	3.36	-1.09	330
WESTHAMPTON	17,082	70,017	1,362	7,224	0	-7,224	-100.0	5.30		-5.30	331
WESTMINSTER	16,798	70,015	6,408	33,989	20,280	-13,709	-40.3	5.30	3.16	-2.14	332
WESTON	46,855	186,574	10,411	20,708	10,000	-10,708	-51.7	1.99	0.96	-1.03	333
WESTPORT	15,525	89,646	14,042	58,190	68,720	10,530	18.1	4.14	4.89	0.75	334
WESTWOOD	26,241	114,740	12,940	41,937	24,400	-17,537	-41.8	3.24	1.89	-1.35	335
WEYMOUTH	18,392	50,587	54,584	400,907	428,920	28,013	7.0	7.34	7.86	0.52	336
WHATELY	17,078	86,771	1,428	6,114	11,680	5,566	91.0	4.28	8.18	3.90	337
WHITHAM	14,206	48,129	13,372	103,182	82,720	-20,462	-19.8	7.72	6.19	-1.53	338
WILBRAHAM	21,748	66,961	12,472	69,220	42,400	-26,820	-38.7	5.55	3.40	-2.15	339
WILLIAMSBURG	18,108	54,185	2,518	17,271	11,080	-6,191	-35.8	6.86	4.40	-2.46	340
WILLIAMSTOWN	14,728	63,024	8,056	47,474	20,920	-26,554	-55.9	5.89	2.60	-3.29	341
WILMINGTON	17,275	89,708	18,488	76,613	118,560	41,947	54.8	4.14	6.41	2.27	342
WINCHENDON	13,143	41,446	9,034	80,966	58,960	-22,006	-27.2	8.96	6.53	-2.43	343
WINCHESTER	30,615	105,144	20,504	72,428	78,120	5,692	7.9	3.53	3.81	0.28	344
WINDSOR	16,909	82,871	812	3,639	720	-2,919	-80.2	4.48	0.89	-3.59	345
WINTHROP	17,850	49,946	17,980	133,704	116,680	-17,024	-12.7	7.44	6.49	-0.95	346
WOBBURN	18,155	80,875	36,407	167,308	323,360	156,052	93.3	4.60	8.88	4.28	347
WORCESTER	13,393	40,291	163,414	1,506,605	1,568,720	62,115	4.1	9.22	9.60	0.38	348

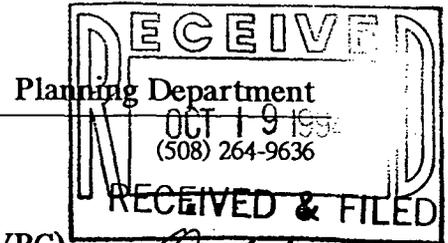
*COMPARISON OF LOTTERY FORMULA VS POINT OF SALE DISTRIBUTION

		--A--		--B--								
		(40M)		(40M)		(B-A)						
* M	PALITY	INCOME PER CAP	EQV PER CAP	1992 POP	LOTTERY FORMULA DISTR OF 40M	POINT-OF SALE SHARE OF 40M	DIFFERENCE	PERCENT DIFFERENCE	LOTTERY PER CAPITA	POINT-OF-SALE PER CAPITA	DIFFERENCE PER CAP	JUR
WORTHINGTON		17,745	81,311	1,232	5,627	560	-5,067	-90.0	4.57	0.45	-4.12	349
WRENTHAM		15,856	59,731	9,518	59,190	42,680	-16,510	-27.9	6.22	4.48	-1.74	350
YARMOUTH		15,042	113,822	21,230	69,288	0	-69,288	-100.0	3.26		-3.26	351

cc: BOS

Town of Acton

472 Main Street Acton, Massachusetts 01720



South Acton Village Planning Committee (SAVPC)

Minutes of Meeting

October 4, 1994

DATE October 19, 1994
Barbara Brown
for TOWN CLERK, ACTON

Members in attendance: Trey Shupert, Betsy Eldridge, Janice F. Molnar, Sushama Gokhale.

Also present: Roland Bartl (Town Planner) and residents Peggy Wargelin and Chris Tolley.

Minutes of September 20, 1994 were accepted.

Announcements:

The Historic District Commission will hold a public hearing on the bridge and intersection reconstruction, October 19, 1994.

Notices and letters to editors will go out shortly to raise public awareness of the upcoming 10/20/94 South Acton Village Plan meeting.

Meeting with Anne Forbes, Chairman, Historic District Commission:

Upon invitation by the Committee, Anne Forbes met with the Committee to discuss aspects of the draft plan. The following issues were raised by Ms. Forbes and the Committee agreed to address them as appropriate in the final plan:

- * Definitions of terms 'South Acton planning area', 'South Acton', 'South Acton Village' are confusing. The final plan will have to give more precise boundary definitions. Also Roland reminded the Committee that the planning area boundary was drawn early on in the planning process, and that now it could be reduced since large portions are not otherwise addressed in the plan.
- * The meaning and intended location of the village square is unclear in the draft plan. The Committee explained that it envisioned it to be essentially more public walking space with street furniture as appropriate in front of Exchange Hall (reducing the pavement radius in the School St. and Main St. intersection.). As a future possibility, the parcel with the existing Civil Defense building may also contribute to the village square, depending on what will happen with the building. The Committee will be more specific in this regard in the final plan.
- * The draft plan is unclear as to its recommendation on the two vacant parcels along School Street (one owned by the Town). The Committee explained that it would be best if new buildings would be erected, since this would enhance the appearance of School Street as a village street. The Committee will add this omitted recommendation to the final plan.
- * The draft plan fails to address the need to maintain the Erickson Dam, since without it Mill Pond would disappear.
- * The draft plans recommendation to increase commuter parking availability,

although as a last resort, was discussed.

- * The need for required owner occupancy of buildings with rental units was questioned. Is it unrealistic to expect that new multifamily buildings would be constructed under the owner occupancy requirement? Wouldn't these more likely be real estate investments made by absentee landlords? Anne pointed out that many of the historic buildings are well maintained under absentee landlordship. Could the owner occupancy requirement be a hinderance in renovating and maintaining historic buildings?

Ms. Forbes had also written comments which will be reviewed and addressed by the committee as appropriate.

Meeting with David Abbt, Town Engineering Administrator:

Upon invitation by the Committee, David Abbt met with the Committee to discuss aspects of the draft plan. The following issues were raised by Mr. Abbt and the Committee agreed to address them as appropriate in the final plan:

- * Will one-way streets and turn restrictions as recommended in the draft plan be useful or create new problems on adjacent streets? Are these recommendations picked up from a small group of interested residents? If so, will they benefit the village and its area resident as a whole? The difficulty of enforcing these traffic on a consistent basis was also raised.
- * The difficulty of plowing around neck-downs (chokers) protruding in the street pavement was discussed.
- * Bike lockers v. bike racks at the train station.
- * Contrary to the impression given in the draft plan, parking in the commuter is already permitted free of charge in the evenings and on weekends. Posted hours of parking meter enforcement is from 6 AM to 12 Noon.
- * Concrete sidewalks with granite curbing are much more expensive to install than paved bituminous concrete sidewalks. The Committee envisions concrete/granite curb sidewalks only in the immediate center: primarily School Street on both sides from River to Main and Main Street on both sides between the bridge and Central Street.

Mr. Abbt had also written comments which will be reviewed and addressed by the committee as appropriate.

Next committee meeting will be on October 18, 1994.

Minutes approved: *October 18, 1994.*

cc: Town Clerk
Planning Board
Board of Selectmen ✓

rsavpc*1

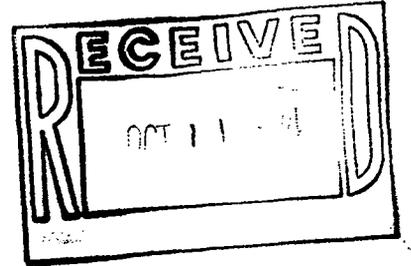
PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108

Acheson H. Callaghan, Esq.
(617) 573-0178

Telephone: (617) 573-0100
Facsimile: (617) 227-4420

October 3, 1994



Mr. Don Johnson
Town Manager
P.O. Box 236
Acton, MA 01720

Dear Don:

I enclose our bill for services through August.

If you have any questions, please let me know.

Very truly yours,

Acheson H. Callaghan

AHC/dcb

Enclosure

CHRIS- PLS. PREPARE FOR PYMT.

CC: BOS - COVER & 2 PAGE SUMMARY

October 3, 1994

Town of Acton
P.O. Box 236
Acton, MA 01720

PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108-3190
Telephone: (617) 573-0100

FEDERAL I.D. NUMBER 04-2170788

PLEASE RETURN THIS COPY WITH YOUR
PAYMENT TO ENSURE PROPER CREDIT

For professional services through August, 1994, as follows:

General Town Matters

Conference, advice and drafting of documents in connection with dam agreement, questions regarding bidding, and miscellaneous other matters;	\$ 1,500.00
Services in connection with collective bargaining and personnel matters;	650.00

Litigation and Related Matters

Services in connection with tax abatement matters at Appellate Tax Board;	625.00
Services in connection with Sawyer gun permit;	100.00
Services in connection with appeal by Mobil Oil from denial of sign permit;	450.00
Preparation of answers to interrogatories and document discovery and other services in <i>James v. Acton</i> ; and	650.00
Review of complaint in Kavanaugh Homes matter.	<u>125.00</u>
TOTAL SERVICES	\$ 4,100.00

PENSES INCURRED BUT NOT POSTED PRIOR
THE BILLING DATE WILL APPEAR ON A
SUBSEQUENT STATEMENT.

DUE AND PAYABLE WITHIN THIRTY DAYS

Disbursements

Duplication	\$ 90.60
Excess postage	3.48
Express delivery	27.40
Hand delivery	5.00
Official fees	96.00
Telecopier	10.00
Telephone	26.91
Travel & Related Expenses	<u>2.81</u>

TOTAL DISBURSEMENTS \$ 262.19

AMOUNT DUE \$ 4,362.19

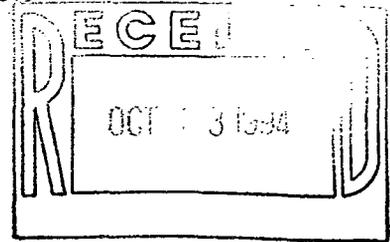
The Commonwealth of Massachusetts State Ethics Commission

John W. McCormack State Office Building, Room 619

One Ashburton Place, Boston 02108

Telephone (617) 727-0060

Fax (617) 723-5851



cc: BOS
ALL DEPT. HEADS
ETHICS NOTEBOOK

TO: Municipal Clerks and Municipal Counsels
FROM: Liz Lattimore, Director of Public Education
DATE: September 29, 1994
RE: Revised Commission Publications and Other Information

Following, for your reference, are recently updated versions of *Commission Advisory #13 (Agency)* and *Commission Fact Sheet #6 (Don't Vote on Matters Affecting Abutting or Nearby Property)*. Also, attached is a list of educational materials available from the Commission. If you would like copies of any of these materials, please contact Pat McGilvray at (617) 727-0060.

Many municipal employees have inquired about the status of legislation which would affect the State Ethics Commission and/or the conflict of interest law. The 1993 House version of the "Campaign Finance Reform Bill", which would have substantially amended the conflict law, was not acted upon by the Senate and expired at the end of the 1993 legislative session. Earlier this year, the Legislature created a "Special Commission" to study and make recommendations about the conflict law and the Ethics Commission. The topics being studied by the Special Commission include: gifts and gratuities given to public officials; differences in the operation of the conflict law at the state and municipal levels; penalties for violations of the law; the enforcement authority of the Ethics Commission; and requirements for public disclosure of officials' private financial interests. As you may have heard, this Special Commission has scheduled two public hearings:

- in Northampton, on Thursday, October 6 at 7:00 p.m. in the Hampshire County Courthouse, 99 Main Street, District Courtroom #1; and
- in Boston, on Thursday, October 20, 1994 at 7:00 p.m. in the State House, Gardner Auditorium.

Please consider publicizing these hearings, and attending and testifying at them. Please contact me if you need additional information about the hearings or the Special Commission.

As a reminder, the Ethics Commission provides free training seminars about the conflict of interest law. The seminars generally last about an hour and a half, and provide an overview of the law's restrictions on public employees' official and private activities. Topics covered include: gifts and gratuities; outside employment; nepotism; multiple office holding; restrictions on future employment; misuse of official position; and acting with the appearance of bias. Commission staff will come to your municipality at your convenience, either during day or evening hours. If you wish to schedule a seminar, contact Pat McGilvray at (617) 727-0060.

Finally, please feel free to contact me, or the Commission's Legal Division, if you need additional information about the conflict of interest law.

The Commonwealth of Massachusetts State Ethics Commission

John W. McCormack State Office Building, Room 619
One Ashburton Place, Boston 02108
Telephone (617) 727-0060
Fax (617) 723-5851

EDUCATIONAL MATERIALS LIST for County/Municipal/State Employees and Officials

FACT SHEETS

1. Avoiding "Appearances" of Conflicts of Interests
2. Liquor Licenses and the Conflict Law
3. Guidelines for Municipal Officials Voting on Budgets
4. "Special" Municipal Employees
5. The Rule of Necessity
6. Municipal Officials: Don't Vote on Matters Affecting Abutting or Nearby Property
7. Board of Health Members Installing Local Septic Systems
8. Nepotism (summary of Advisory 11)
9. Agency (summary of Advisory 13)
10. Business and Entertainment Expenses for Public Officials
11. Town/City Clerks - Justice of the Peace
12. Guidelines for Public Employees Regarding Business Travel and Related Expenses
13. Former State Employees Serving as Legislative Agents

SUMMARIES OF THE LAW

1. Selectmen
2. City Councilors
3. Municipal Managers
4. Town/City Clerks
5. Treasurers
6. Planning Board members
7. Zoning Board of Appeals members
8. Board of Health members
9. Conservation Commission members
10. Auditors and Accountants
11. School Committee members
12. Former State Employees

13. Former Municipal Employees
14. Housing Authority Employees

ADVISORIES

1. Public and Private Dealings with Vendors
2. Guidelines for Legislators Accepting Honoraria
3. Municipal Officials Being Appointed to Positions Under Their Own Boards
4. Political Activity
5. Municipal Districts and Authorities and Their Special Municipal Employees
6. Municipal Lawyers Representing Both a Municipal Employee and a Municipality in the Same Suit
7. Multiple Office Holding at the Local Level
8. Free Passes
9. Public Employee Stock Ownership
10. Chiefs of Police Doing Privately Paid Details
11. Nepotism
12. County Charter Commission
13. Agency Part A: Municipal Employees Acting as Agent
" Part B: State Employees Acting as Agent
" Part C: County Employees Acting as Agent
14. Negotiation For Prospective Employment
15. Summary of Commission Advisories

OTHER

M.G.L. 268A - The Conflict of Interest Law

M.G.L. 268B - The Financial Disclosure Law and State Ethics Commission Enabling Statute

930 CMR: State Ethics Commission

Annual Report

Enforcement Procedures

Rulings (note: there is a fee attached to this item)

A Practical Guide to the Conflict of Interest Law for Elected Officials

A Practical Guide to the Conflict of Interest Law for Municipal Employees

A Practical Guide to the Conflict of Interest Law for Police Officers

A Practical Guide to the Conflict of Interest Law and Financial Disclosure Law for State Employees

Introduction to the Conflict of Interest Law (pamphlet)

Guide to the Conflict of Interest Law for County Employees (pamphlet)

Guide to the Conflict of Interest Law for Municipal Employees (pamphlet)

Guide to the Conflict of Interest Law for State Employees (pamphlet)

Bulletin

Educational Materials List

Conflict of Interest Seminar Description

August 31, 1994

The Commonwealth of Massachusetts State Ethics Commission

John W. McCormack State Office Building, Room 619
One Ashburton Place, Boston 02108
Telephone (617) 727-0060
Fax (617) 723-5851

COMMISSION FACT SHEET #6

DON'T VOTE ON MATTERS AFFECTING ABUTTING OR NEARBY PROPERTY

The conflict of interest law prohibits public employees, including elected officials, from participating (by voting, discussing, delegating or otherwise acting) in any matter that affects:

- their own financial interests;
- the financial interests of their immediate family members (i.e., the employee's spouse; and the parents, siblings and children of both the employee and the employee's spouse);
- the financial interests of a private or "after-hours" employer, or anyone with whom the employee is negotiating prospective employment; or
- any organization, either charitable or for-profit, in which the employee is serving as officer, director, partner or trustee. Note that state and county employees who have a conflicting financial interest *must disclose* that interest to their appointing authorities; municipal employees may simply abstain from participating in the particular matter.

These restrictions apply regardless of how large or small the financial interest is. They apply in any instance where the private financial interests are directly and immediately affected, or where it is reasonably foreseeable that the financial interests *would* be affected. Also, the statute prohibits *any* type of official action in such matters, regardless of whether the proposed action would positively *or negatively* affect the private financial interests.

This provision of the law is intended to ensure that public employees are acting in the best interests of the citizens they represent, and are not pursuing their own self-interest or other private interests.

Under the law, property owners are *presumed* to have a financial interest in matters affecting abutting and nearby property. Thus, unless they can clearly demonstrate that there is *not* a financial interest, public employees may not take any action in their official capacity on matters affecting property that is near to or directly abuts:

- their own property;
- property owned by any immediate family members;
- property owned by a private employer, or prospective employer; or
- property owned by any organization for which the employee is an officer, director, partner or trustee.

The Commission uses the following four-part legal test to determine whether, in a particular situation, a person or organization would have a financial interest in an abutting or nearby property. A financial interest is *presumed* whenever:

- their property directly abuts (i.e., it shares any part of a property line);
- they are a "party in interest" under G.L. c. 40A (i.e., their property is directly opposite a

street, public way or private way, or they are an abutter to an abutter within 300 feet of the property line);

- they are a "person aggrieved" for the purposes of G.L. c. 131, the Wetlands Protection Act (see 310 CMR 10.04); or
- the matter would otherwise alter their property value, rights, or utilization. For example, property owners are presumed to have a financial interest in zoning changes, variances, nearby subdivision or development approvals, and roadway, sewerage or safety improvements.

Three statutory exemptions can, in certain instances, allow public employees to take official actions which would otherwise be prohibited:

- Public employees may act on matters of general legislation, and certain home-rule petitions. For example, public employees may draft, promote or oppose general legislation, or legislation related to a municipal government's organization, powers, duties, finances or property. Note that matters involving *other* types of "special legislation", regulations or administrative policies are *not* eligible for this exemption. For more information about this exemption, or for a determination as to whether a bill is "general legislation" or "special legislation", contact your city solicitor or town counsel, your agency legal counsel or the Legal Division of the State Ethics Commission.
- *Before* taking an official action regarding an abutting property, an *appointed* employee must advise his appointing authority of the nature of the private financial interest in the matter, and receive a written determination from the appointing authority that the interest involved "is not so substantial as to be deemed likely to affect the integrity of the services" which the public expects from the employee. State and county employees must file copies of these determinations with the State Ethics Commission. This exemption is *not* available to elected officials.
- A *municipal* employee may act on municipal ordinances, bylaws and other matters of "general policy", provided that the issue affecting the private financial interests also affects a "substantial segment" of the municipality's population. The Ethics Commission has previously ruled that 10% of a municipality's population is a "substantial segment" for the purposes of the conflict law; therefore, municipal employees may clearly act on matters affecting their own financial interests, or other private interests, if the matter also affects at least 10% of their municipality's residents (as determined by the most recent census). Note, however, that there is no legal precedent precisely defining the percentage that would constitute a "substantial segment" of the population. For more information about this exemption, or for a ruling as to whether a population segment smaller than 10% is "substantial", please contact the Legal Division of the State Ethics Commission at (617) 727-0060.

* * *

Commission Fact Sheets are prepared and issued by the Public Education Division of the State Ethics Commission. They are intended to provide guidance to public officials and employees concerning practical applications of the conflict law. For more information, please contact the Legal Division of the State Ethics Commission at (617) 727-0060.

ISSUED: November 1987
REVISED: October 1991
REVISED: August 1994

The Commonwealth of Massachusetts State Ethics Commission

John W. McCormack State Office Building, Room 619
One Ashburton Place, Boston 02108
Telephone (617) 727-0060
Fax (617) 723-5851

COMMISSION ADVISORY NO. 13

AGENCY

PART A: MUNICIPAL EMPLOYEES ACTING AS AGENT*

INTRODUCTION

Massachusetts General Laws Chapter 268A §17(c) prohibits municipal employees, including elected officials, from acting as agent (or attorney) for anyone other than their municipality in connection with any matter in which their municipality is a party or has a direct and substantial interest. This provision is intended to prevent divided loyalties which would result if local employees attempted to "serve two masters" -- i.e., their municipality and a second party -- with different or conflicting interests. Section 17 is based on the principle that public employees should be loyal to their public employer, and where their loyalty to the municipality conflicts with their loyalty to a private party or employer, the municipality's interest must win out.

For instance, on matters involving their city or town, local employees are prohibited from acting as agents for other individuals, corporations, the state or federal government, advocacy groups, business partnerships, trusts, associations, charitable organizations, and the like. Types of activities prohibited by §17 include: submitting applications or supporting documentation; preparing documents that require a professional seal; contacting other people, groups or agencies; writing letters; serving as attorney; and serving as spokesperson.

Note that §17 not only prohibits municipal employees from representing private parties before their *own* board or agency, but also prohibits them from representing anyone

- before *other* municipal boards and agencies
- before state, county or federal agencies
- to private business or charitable organizations, or
- to private individuals

in any instance where their municipality is a party to, or has a direct and substantial interest in, the matter.

The purpose of this advisory is to assist local employees and officials to recognize those situations where they are prohibited from acting as the representative for another, and to enumerate exceptions to the law where they exist. Examples in this advisory are for purposes of illustration only. Whether or not §17 is triggered will depend on the specific facts of the situation.

* Part B of Advisory 13 covers State employees; Part C covers County employees.

MATTERS IN WHICH THE MUNICIPALITY HAS A "DIRECT AND SUBSTANTIAL INTEREST"

Before acting in a private capacity in connection with a particular matter, local employees should first determine if their municipality is a party to or has a "direct and substantial interest" in the matter. Examples of these situations include:

- any matter pending before, under the official jurisdiction of, or involving action by a municipal agency, board, commission, authority or other body;
- any effort to change municipal regulations, policies or procedures;
- any contract, court case or other legal matter in which the city or town is a party, or otherwise has a direct and substantial interest; or
- any ruling or other action by a federal, county, regional or state agency involving matters which are subject to regulation by the municipality.

If their municipality is *not* a party and does *not* have a "direct and substantial interest" in the matter, the restrictions of §17 will not be triggered, and the local employee may act as agent, representative or attorney.

PROHIBITION ON ACTING AS AGENT FOR ANOTHER

If the city or town *does* have a "direct and substantial interest" in the matter, the municipal employee must also determine whether an activity would constitute "acting as agent". Section 17(c) prohibits a local employee from acting as agent in connection with such matters -- even if the employee is not paid for his or her actions.

An agent is anyone who represents another person or organization in their dealings with a third party. Almost any instance where the municipal employee is acting on behalf of someone else by:

- contacting or communicating with a third party;
- acting as a liaison with a third party;
- providing documents to a third party; or
- serving as spokesperson before a third party

can be considered "acting as agent".

Note that the restrictions of §17(c) are not triggered if the municipal employee is not *representing* someone before a third party. A municipal employee may offer advice to others and may help plan strategies, as long as his or her activity does not reach the level of "acting as agent". (Note, however, that the municipal employee *may* violate §17(a) if he or she accepts pay or other compensation for such activities.)

For example, a municipal employee may *not* submit a grant application to a local agency on behalf of his neighbor because he is more familiar with the application procedures than she is; this action would constitute acting as an agent, even if it is done merely as a favor and for free. However, the employee *may* advise his neighbor on the application procedures and the content of the application.

A municipal employee may *not* sign and send letters on behalf of a grassroots organization advocating a change in local government regulations, even if the letters are addressed to private

individuals. The employee *may* participate in committee discussions to plan the mailing, as long as the letter is signed and sent by some other member of the organization.

A municipal employee may *not* attend a community meeting and speak on behalf of a private company, if the city or town is a party to or has a direct and substantial interest in the matter being discussed at the meeting. However, the employee *may* help the company's officials develop a strategy to mitigate the community's concerns.

There are several specific exceptions to the general prohibition that municipal employees may not act as an agent in matters of concern to their municipalities.

PERMITTED CONSTITUENCY WORK

Municipal employees may generally act as agents for others if their municipal jobs authorize it. This applies to both appointed and elected officials performing constituency work.

Certain government jobs authorize employees to act as the agents for private parties concerning matters of interest to the municipality. For example, a Housing Authority employee's responsibility may include advocating on behalf of low-income citizens to increase the number of local affordable housing units. This kind of constituency work is not only expected but demanded in the employee's job description. Accordingly, it is permissible for the employee to act as the agent for the private party (in this case, the low-income citizen).

The following guidelines should be used to help determine what is permissible constituency work and what is a prohibited act of agency. Generally, a municipal employee who acts on behalf of a private citizen will be considered to be performing constituency work if:

- the actions are within the scope of the municipal employee's job responsibilities;
- the municipal employee receives no compensation beyond his or her regular salary;
- the municipal employee has no financial interest in the matter;
- the constituent is not a relative or a business associate, or a partner, trustee, officer or director of an organization with which the municipal employee is associated;
- the municipal employee is not taking action as the constituent's attorney; and
- the constituent lives or does business within the city or town.

On the other hand, if a municipal employee represents a relative, his or her employer or a business associate before local agencies, is paid a fee by the constituent for the action taken or has a personal financial stake in the matter, these actions will not be considered legitimate constituency work and are prohibited.

Remember that allowable constituency work includes *only* those activities "within the proper discharge of official duties." An economic development specialist would *not* be performing permissible constituency work if she called the Tax Assessor's Office to discuss her friend's tax assessment, since the tax assessment has nothing to do with the development specialist's official duties. Alternatively, if a Council on Aging employee pursues a citizen's complaint against a service provider, this *is* a permissible constituency service since the provider is contracted with and supervised by the Council on Aging.

The Ethics Commission has stated in a prior advisory opinion that a public employee's appointing authority has "some latitude ... to determine what constitute[s] the proper discharge of official duties ... " *EC-COI-83-137*. Therefore, if an employee's appointing authority makes a decision that a particular activity is "in the proper discharge of the [employee's] official duties," the Commission will ordinarily defer to this judgment. However, the Commission will review an appointing official's determination of what is in the proper discharge of official duties if that determination "far exceed[s] the customary job requirements for an employee [so] as to frustrate the purposes of the [conflict of interest law] ... " *Id.*

If the employee is unsure whether his or her action on behalf of a constituent is in "the proper discharge of official duties," the employee should seek legal advice from his or her city or town counsel or the Legal Division of the State Ethics Commission.

SPECIAL MUNICIPAL EMPLOYEES

"Special municipal employees" may generally act as agents before municipal agencies other than their own.

Municipal employees are considered "special municipal employees" if:

- a. their municipal position is uncompensated, or they work for the municipality for less than 800 hours a year, or they hold a contract or position which allows for private employment during "normal working hours";
- b. they hold a position which the city council, board of selectmen, or board of aldermen have designated to be a "special municipal employee" position: *and*
- c. they are not the Mayor, nor a member of the city council, board of selectmen or board of aldermen.

Note that in municipalities with a population of 10,000 or less, selectmen are automatically designated as "special municipal employees."

If a municipal employee holds a job that has been designated a "special municipal employee" position, the employee may represent private parties on matters of direct and substantial interest to their city or town *if*:

- a. the employee has not participated at any time as a municipal employee or special municipal employee in the matter;
- b. the matter is not and has not been the subject of the employee's official responsibility; and
- c. the matter is not pending in the municipal agency or board for which the employee works.

There is one narrow instance where a special municipal employee may represent a private party before the board he or she works for -- the special municipal employee may not be a member of the board, must work fewer than 60 days in any 365-day period, and must have neither participated in the matter nor had official responsibility for it.

Also, "special municipal employees" may generally assist with work under a contract with the municipality, if their appointing authority certifies in writing that the interest of the municipality

requires such aid or assistance (a copy of this certification must be filed with the city or town clerk, and is a public record).

Also note that the terms "participation" and "official responsibility" are broadly defined in the statute. "Participation" includes: giving advice or making recommendations; drafting or revising; approving or disapproving; declining to act; delegating; investigating; and otherwise personally affecting a matter. "Official responsibility" is defined as the ability or opportunity to approve, disapprove or otherwise direct an action, and includes: instances where the employee is an intermediate decision-maker; instances where the employee is the final authority; and instances where the authority is not exercised personally, but rather through subordinates. A matter may be considered under an employee's "official responsibility" even if he or she abstains from participating in it.

For more information about this exemption, contact your city or town counsel or the Legal Division of the State Ethics Commission.

ASSISTING SUBJECTS OF DISCIPLINARY PROCEEDINGS

Section 17 also allows municipal employees to assist anyone who is the subject of disciplinary or other personnel proceedings, provided that they are not paid for the representation.

ASSISTING IMMEDIATE FAMILY MEMBERS

In many instances, municipal employees may act as agents for members of their immediate families, or for anyone with whom they have a "fiduciary" relationship, if they first get permission from their appointing authority. This exemption is *not* available to elected officials; nor is it available for matters in which the employees have participated, or which are under their official responsibility.

The conflict of interest law recognizes that municipal employees may be asked to assist members of their immediate families in dealing with local government matters. "Immediate family" includes the employee, the employee's spouse, and both of their parents, brothers, sisters and children. The conflict law permits an appointed municipal employee to act as the paid or unpaid agent for members of his or her immediate family or for any person for whom the employee serves as guardian, executor, administrator or other personal fiduciary, as long as the employee has received prior permission from his or her appointing authority and does not participate in (nor have responsibility for) the matter involved.

A municipal employee must meet the following criteria to be allowed to represent an immediate family member (or one with whom the employee has a fiduciary relationship):

- a. the municipal employee must be appointed (not elected);
- b. the municipal employee must be representing a family member or a person for whom the employee is a fiduciary on a matter in which the employee did not participate (as a local official), and for which the employee did not have official responsibility; and
- c. the municipal employee must receive written permission from the official who appointed the employee to his or her position *before* the action occurs.

TESTIMONY UNDER OATH

Municipal employees are generally allowed to give testimony under oath; however, they should contact the Ethics Commission's Legal Division before serving as a *paid* witness.

MATTERS OF GENERAL LEGISLATION

Municipal employees may represent others on matters of general legislation, and home-rule petitions. For example, municipal employees may represent advocacy groups or other parties in order to draft, promote or oppose general legislation, or legislation related to their municipalities' governmental organization, powers, duties, finances or property. Note that matters involving *other* types of "special legislation", municipal regulations or administrative policies are *not* eligible for this exemption.

For more information about this exemption, or for a determination as to whether a bill is "general legislation" or "special legislation", contact your city or town counsel or the Legal Division of the State Ethics Commission.

REPRESENTING ONE'S OWN INTERESTS AND PERSONAL POINTS OF VIEW

Since acting on one's *own* behalf is not considered acting as agent, a municipal employee may always represent his or her own interests or points of view. For instance, a local employee may file her own grant application, or represent himself before the Zoning Appeals Board.

Note, however, that in matters involving the city or town, a municipal employee may *not* act on behalf of his or her own business partnership; representing the partnership would, by definition, involve acting as an agent.

Municipal employees may represent themselves before their own agencies, although they may *not* take any type of official action on the matter that affects themselves. In this situation, the employees should make every effort to clarify that they are acting on their own behalf, including:

- stating, in all written correspondence, that they are acting on their own behalf, and in their personal capacities rather than their official role;
- sitting in the audience before speaking at a hearing or public meeting, rather than sitting with other officials or staff members;
- making a public declaration, to be included in the minutes of the meeting, that they are acting on their own behalf, and in their personal capacities rather than their official role; and
- leaving the room during any Executive Session deliberations on the matter.

Municipal employees may also express their personal points of view concerning a matter pending before local government agencies. However, in such a case, the employee should clarify the situation by explaining that his or her comments constitute a personal opinion, and are not made on behalf of any group, organization, business or other individual. Without such a clarifying statement, the circumstances surrounding the employee's comments could be interpreted to constitute acting as an agent.

Note that when representing themselves or expressing personal points of view, municipal employees must *also* observe §19 of the conflict law, which prohibits municipal employees from taking any type of official action on matters which affect their own financial interests, or the financial interests of their immediate families, businesses or other organizations with which they are closely associated.

CONCLUSION

It is important to keep in mind that this advisory is general in nature and is not an exhaustive review of the conflict law. For specific questions, public officials and employees should contact their city or town counsel or the Legal Division of the State Ethics Commission at (617) 727-0060.

AUTHORIZED: January 6, 1993
REVISED: July 12, 1994

Massachusetts General Laws Chapter 268A, Section 17.

Municipal employees: gift or receipt of compensation from other than municipality; acting as agent or attorney.

Section 17. (a) No municipal employee shall, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly receive or request compensation from anyone other than the city or town or municipal agency in relation to any particular matter in which the same city or town is a party or has a direct and substantial interest.

(b) No person shall knowingly, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly give, promise or offer such compensation.

(c) No municipal employee shall, otherwise than in the proper discharge of his official duties, act as agent or attorney for anyone other than the city or town or municipal agency in prosecuting any claim against the same city or town, or as agent or attorney for anyone in connection with any particular matter in which the same city or town is a party or has a direct and substantial interest.

Whoever violates any provision of this section shall be punished by a fine of not more than three thousand dollars or by imprisonment for not more than two years, or both.

A special municipal employee shall be subject to paragraphs (a) and (c) only in relation to a particular matter (a) in which he has at any time participated as a municipal employee, or (b) which is or within one year has been a subject of his official responsibility, or (c) which is pending in the municipal agency in which he is serving. Clause (c) of the preceding sentence shall not apply in the case of a special municipal employee who serves on no more than sixty days during any period of three hundred and sixty-five consecutive days.

This section shall not prevent a municipal employee from taking uncompensated action, not inconsistent with the faithful performance of his duties, to aid or assist any person who is the subject of disciplinary or other personnel administration proceedings with respect to those proceedings.

This section shall not prevent a municipal employee, including a special employee, from acting, with or without compensation, as agent or attorney for or otherwise aiding or assisting members of his immediate family or any person for whom he is serving as guardian, executor, administrator, trustee or other personal fiduciary except in those matters in which he has participated or which are the subject of his official responsibility; provided, that the official responsible for appointment to his position approves.

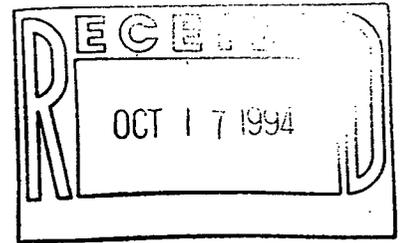
This section shall not prevent a present or former special municipal employee from aiding or assisting another person for compensation in the performance of work under a contract with or for the benefit of the city or town; provided, that the head of the special municipal employee's department or agency has certified in writing that the interest of the city or town requires such aid or assistance and the certification has been filed with the clerk of the city or town. The certification shall be open to public inspection.

This section shall not prevent a municipal employee from giving testimony under oath or making statements required to be made under penalty for perjury or contempt.

Jean D. Sifleet

5 Sandy Drive
Acton, MA. 01720

October 14, 1994



Members of the Board of Selectmen &
Don Johnson, Town Manager
Town of Acton
472 Main Street
Acton, Ma. 01720

Re: Request for time on the Board's Agenda

Dear Members of the Board & Mr. Johnson:

Mr. Johnson's memo of October 7, 1994 indicates that additional information is needed before the Board can address my proposals for reallocation of funds to the School Street Sidewalk Project. My proposals include reallocation of the Sweeney and Chapter 90 monies.

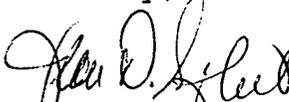
It's not clear to me what additional information is needed or what the time frame is for the matter to be considered by the Board.

In the interest of moving forward a project that has already been on the drawing boards for nearly two years, I'd like to have the matter scheduled for discussion at a Board meeting in the near future.

If there is anyway that I can help in gathering the additional information that is needed, I'd be glad to assist.

Thank you for your prompt attention.

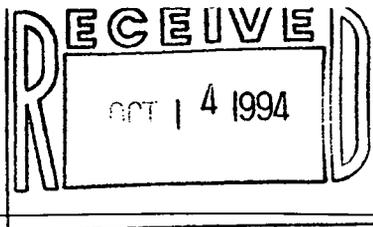
Sincerely,


Jean D. Sifleet

CC: DAVID
ROLAND

CC: BOS -

I HAVE SPOKEN WITH MS. SIFLEET AND I BELIEVE SHE IS A BIT MORE COMFORTABLE W/Y TO MY 10/7 MEMO. I DETAILED THE COMPLICATIONS OF CH. 90 AND TOLD HER I EXPECTED RECOMMENDATIONS FROM STAFF RE SWEENEY MONIES SHORTLY. SHE WAS PLEASED THAT WE ARE GIVING THIS PROJECT A GREAT DEAL OF OUR ATTENTION.



Town of Acton

Planning Department

472 Main Street Acton, Massachusetts 01720

(508) 264-9636

INTERDEPARTMENTAL COMMUNICATION

TO: Don P. Johnson, Town Manager DATE: October 14, 1994

FROM: Roland Bartl, AICP, Town Planner *R.B.*

SUBJECT: School Street Sidewalk - Transfers from other locations

There is precedent in transferring sidewalks from development locations where they are required to locations where they are more needed or more useful. For example, the Planning Board has recently approved a subdivision off Piper Road without sidewalks in lieu of constructing a sidewalk along Arlington Street extending the existing sidewalk there all the way to Agawam.

The High Street location referred to by Ms. Sifleet is the proposed Parmley Drive subdivision at 123 High Street. A transfer might be appropriate if the construction of a sidewalk along School Street appears fairly certain in the near future. Otherwise, a High Street sidewalk fund, or construction at a different part of High Street might be just as appropriate. The decision is up to the Planning Board when acting on the subdivision application. If Mr. Sweeney wishes to pursue the transfer proposal he should so notify the Planning Board. Neither School Street, nor High Street will ever see a continuous sidewalk funded entirely from private development obligations. There is simply not enough land left for development. Both will depend at least in part on public funding initiatives.

The Nylander/School Street location is still waiting resolution of easement questions and the final bridge and intersection plans. Again, if sidewalks are not built there, or built by others as part of a state reconstruction job, a trade could be made subject to Planning Board approval of a subdivision/PCRC amendment.

cc: Planning Board

ridc.94*69

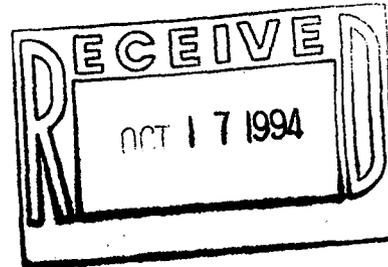
10/21/94

*CC: ROLAND -
WHAT IS YOUR RECOMMENDATION
W/Y TO MS. SIFLEETS SUGGESTION(S)?*

Don

*CC: DAVID A.
SCHOOL ST. SIDEWALK FILE
BOS-FYE*

CONFIDENTIAL



10/15/94

Selectmen Town of Acton
Town Hall
Acton, MA.

Dear Sirs:

There was a variance granted to Mahoney at 35 Wetherbee Street for an inlaw apartment. The inlaw died a year ago. There is now a state trouper living there. This should be a zoning violation. Since Mahoney is a cop, not much will happen should you investigate since they seem to be more equal than the rest of us. The arrangement is widely known in the area. People will be watching to see just what you do not do about this. The cops have a nasty way of paying people back when the whistle is blown.

Acton Taxpayers.

GARRY - PLEASE LOOK INTO THIS.

CC: CHIEF ROBINSON
FYI

BOS - THE BOARD HAS MAINTAINED A
POLICY OF NOT RESPONDING TO
ANONYMOUS LETTERS BUT I THOUGHT
YOU MIGHT BE INTERESTED TO SEE THAT
WE DO CHECK THEM OUT. ALSO, THIS ONE
IS INTERESTING FOR THE ANGER IT SUGGESTS.

CC: BETTY McMAHUS - I BELIEVE YOU WILL RESPOND:



BOS - FYI

U.S. Department of Housing and Urban Development

Massachusetts State Office
Office of Public Housing
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, Massachusetts 02222-1092

New England

007 17 1994

MEMORANDUM FOR: Chief Executive Officer

From: *Carl Eyzers*, Acting Director, Office of Public Housing, Massachusetts, 1APHA

SUBJECT: Section 213(c) Comments

This is to inform you that the Executive Office of Communities and Development has applied to administer 50 housing units under the Section 8 Family Unification Program. Bedroom sizes of units applied for is as follows:

<u>Bedroom Distribution</u>		<u>Total</u>
2BR	3BR	
15	45	50

Section 213 of the Housing and Community Development Act of 1974 requires that HUD independently determine that there is a need for the housing assistance requested and solicit and consider comments relevant to this determination from the chief executive officer of the unit of general local government. An application may be approved only if our determination is in the affirmative.

We invite you to submit to us all comments or information you or your unit of government can provide pertaining to our determination. While we will not be bound to any such comments or information, all relevant materials you provide us will be considered. Your comments should include the need for housing assistance, the adequacy of public facilities and services to serve the housing to be assisted, and any other relevant considerations. Your letter should note that the letter should be considered the final comments and that no additional comments will be submitted by the unit of local government to fulfill the requirement of Section 213.

We will consider only comments or information from you received by our office no later than (30) days after the date of this letter. If your community does not intend to submit any comments or information, please notify us as soon as possible so that we may expedite our determination in this matter.

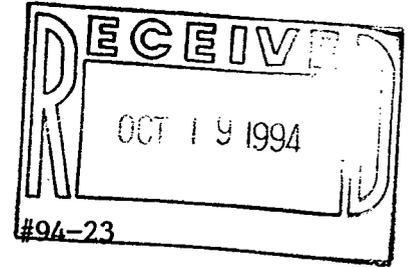
Any questions regarding this letter should be directed to Leo Salvucci at (617) 565-5518.

cc: BOS - NOTICE ONLY
- APP. IN RE

Selectmen



MASSACHUSETTS
BOARD OF APPEALS



NOTICE OF PUBLIC HEARING

The Board of Appeals will hold a Public Hearing on Monday,

November 21, 1994, at 7:30 P.M. in the TOWN HALL, Room 126

on the following petition:

by Paul & Julie Coop, 129 Summer Street, Acton, for a
SPECIAL PERMIT from the requirements of Section 3.8.1.2 of
the Zoning Bylaw to allow a home occupation of the displaying
and selling of hand-painted furniture from their garage,
which consists of 500 square feet of area, at 129 Summer
Street, Map F1/Parcel 59.

Petitioner must be present, or send authorized representative

BOARD OF APPEALS

By

Nick Miller,

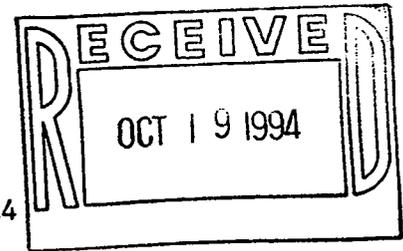
Clerk

CC: BOS - NOTICE ONLY
- APP. IN RF

Selectman



MASSACHUSETTS
BOARD OF APPEALS



#94-24

NOTICE OF PUBLIC HEARING

The Board of Appeals will hold a Public Hearing on Monday,

November 21, 19 94, at 7:45P.M. in the TOWN HALL, Room 126

on the following petition:

by Albert F. & Nancy C. Hogle, 48 School Street, Acton, for a SPECIAL PERMIT from the requirements of Section 3.3.2.9B of the Zoning Bylaw to allow the use of a second existing building on the property at 48 School Street, Map H3A/Parcel 10, for use as a residence apartment building, the interior to be improved, the exterior not to be changed in basic size or configuration. The owner will occupy the other building.

Petitioner must be present, or send authorized representative

BOARD OF APPEALS

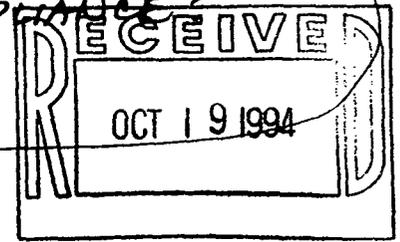
By

Nick Miller,

Clerk

CC: GARRY RHODES - WHAT'S GOING ON: IS THIS
COMING AROUND AGAIN OR ARE
THEY PROPOSING COMPLAINTS?

CC: BOS - FYI



NOTICE OF PUBLIC HEARING

The ACTON HISTORIC DISTRICT COMMISSION will hold a PUBLIC HEARING on Monday, November 7, at 8:00 p.m. in Room 204, Acton Town Hall, for an APPLICATION for a CERTIFICATE OF APPROPRIATENESS for the following item: MOBIL OIL CORP.: construction of a free-standing ID and price sign at 553 MASSACHUSETTS AVE., West Acton Local Historic District.

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

October 17, 1994

Mr. Robert H. Eisengrein
5 Valley Road
Acton, MA 01720

Dear Bob:

I am in receipt of your letter of October 14. We both seem to have tried until the easiest way is to write! In answer to your questions I offer the following:

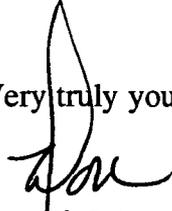
1. We, too, are very pleased with Jim Okun. We feel that his expertise will serve the Town well as the Grace clean-up progresses. I am not sure what you were suggesting regarding John Swallow and Jim Okun; however, as your sentence got a little garbled.
2. Please ask Mr. Wetzel to contact me regarding the GIS information. We are not trying to protect our investment in the pure sense of the word and this is not a matter of "keep away" with respect to the Water District. The Town has a substantial investment in this project and we are anxious that our efforts not be used simply to provide a shortcut to a larger profit for private agencies. I would be happy to discuss this with Mr. Wetzel.
3. The WRG settlement funds are in an account that has been set aside for purposes of environmental protection. This settlement, per se, was in partial recognition of the expenses incurred by the Town during the protracted site investigations and study. It is our hope that these monies will allow us to cover the substantial ongoing legal and technical expenses of the Town with respect to the WRG site cleanup and monitoring. Although we cannot make up for services that were lost during the time we were incurring the original expenses, we hope that careful utilization of these funds will allow the Town to see this project through without further major expenses for our taxpayers. To date, we have been very conservative in our thoughts regarding utilization of this settlement. As time passes and we get a better handle on our costs for the ongoing monitoring, I am sure we will be interested in your suggestions.
4. I have seen your letter to the Audubon Hill Condominium Association regarding background air quality monitoring with respect to the Grace site. Concurrently, the Grace consultant, John Wood, was exploring this matter with me. (Hopefully, you got this much from the message I left on your machine last week.) The problems are that they need a site that is acceptable to both Grace and the Government Parties, the equipment is fairly expensive, it requires an

electrical power source and it is noisy when it operates. I have described the various municipal locations that seem to fit their criteria and Mr. Wood is in the process of reviewing these locations with the Government Parties.

[Update, 10/17/94 PM, Mr. Wood has informed me that the Government Parties have indicated a preference for the South Acton Fire Station. We will be meeting with them to see if we can work out the details.]

Thank you for your letter and I look forward to your further comments. If you have any questions please feel free to call. (Maybe we will be able to make contact this time.)

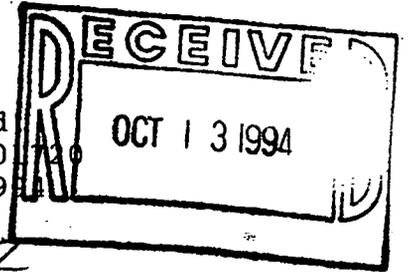
Very truly yours,

A handwritten signature in black ink, appearing to read 'Don P. Johnson', written over the printed name below.

Don P. Johnson
Town Manager

cc: Board of Selectmen
Doug Halley

5 Valley Rd
Acton, MA 01720
Oct. 14, 1994



Don Johnson
Manager, Town of Acton
Town Hall
Acton, MA

Dear Don,

With our busy schedules it has been difficult to make telephone contact. I thought it best to outline some comments and questions that I wanted to talk about. This is necessitated by Doug Halley's absence. (what did you do to him)?

1. ACES wants to thank the Town for having Jim Okun attend some of the preconstruction meetings at WRG; without the proper training I am not able to attend. ACES has indicated to the GP's that we would have John Swallow attend if any controversial subjects arise; John could with Jim Okun's any comments; I believe we would all agree.

2. As you may remember, the Bd. of Health several years ago undertook the long-term health study that is being handled by the John Snow Institute in Boston. One phase of the study was an attempt to correlate water usage in the 1970's with some of the health info that JSI found in the files they reviewed, i.e., cancer incidence and deaths, birth anomalies, low birth weights, etc.. The correlation analysis will be undertaken by Mark Wetzel of Dufresne & Henry, on his own time, using the water model of Acton. He has requested from the town some minimum GIS info; there seems some reluctance to share it. I understand it stems from the Town's wanting to protect their investment; the AWD will not receive the GIS info, it is only for the health study. Could you expedite this transfer?

3. What is the status of the funds received under the WRG settlement? ACES believes there are many worthwhile conservation projects that could benefit just from the interest on the settlement. Also, if WRG agrees to some of their property being deeded as conservation land in perpetuity, it could use some funds for development. Incidentally, ACES plan is to have WRG retain ownership; we are presently in contact with the Nature Conservancy for advice on the matter.

4. On another matter, I have tried to help WRG and their consultants find a site for an air monitoring station to measure background air quality. We visited the Senior Center and I addressed a letter to their Associations President; I sent a copy to Dean Charter which he may have

shared with you already. ACES believes this joint venture would be beneficial to all, and tentatively Jim Mertz, the Association President, agrees.

If you want to discuss any of the above in more detail, please call me. Thanks for your help.

Yours truly,

Bob

R.H. Eisengrein



MASSACHUSETTS
BOARD OF APPEALS

RECEIVED & FILED

DATE *October 14, 1994*

Barbara Brown
for TOWN CLERK, ACTON

DECISION ON THE PETITION BY JANET AND RANDALL GROSSMAN,
249 PARKER STREET

Decision #94-17

A public hearing of the Board of Appeals was held in the Town Hall on Monday, September 12, and continued to September 19, 1994 at 7:30 p.m., Room 121, Acton, MA, on the petition by Janet and Randall Grossman, 249 Parker Street, for a Special Permit from the Zoning Bylaw, Section 8.3.3, to allow construction of a front porch to be located within the required 45' front setback, but not closer to the setback than the existing structure, at 249 Parker Street, Map J3/Parcel 8.

Board members present were Duncan Wood, Chairman; Nick Miller, Member & Acting Clerk; Janet Clark, Alternate Member; and Valerie Grier, Board of Appeals Secretary. Also present were Randall Grossman, Petitioner; Tony and Anne Ammendolia; and Michael Griffin.

Mr. Wood opened the hearing, introduced the Board Members, read the petition, and noted and read the file contents.

The Board of Appeals, after considering the material submitted with the petition, together with the information developed at the public hearing, finds that:

- (1) The house in question is located within the required 45 foot front yard setback which renders it a nonconforming structure.
- (2) Structural deterioration of the brick front steps has occurred because they have been exposed to rain. The construction of the proposed porch would remedy this situation.
- (3) The proposed structure is attractively styled to match the architecture of the house.
- (4) The proposed porch will not be closer to the front property line than the existing structure.

As a result of the above findings, the Board of Appeals concludes that:

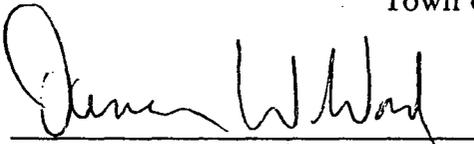
- (1) The proposed front porch does not create any new violation of any dimensional requirement of the Town Bylaw.

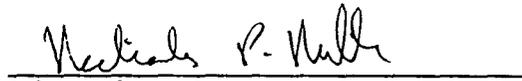
- (2) The proposed front porch would not be more detrimental to the neighborhood than the existing nonconforming condition of the building.
- (3) The requested construction is consistent with the Master Plan, is in harmony with the purpose and intent of the Town Bylaw, is appropriate to the site in question and complies with all applicable requirements of Section 8.3.3 of the Bylaw.

The Board of Appeals, after considering the findings and conclusions outlined above, voted unanimously to GRANT this petition for a Special Permit to extend the dimension of the existing nonconformity.

Any person aggrieved by this decision may appeal pursuant to Massachusetts General Laws Chapter 40A, Section 17, within 20 days after this decision is filed with the Acton Town Clerk.

Town of Acton Board of Appeals


Duncan Wood, Chairman


Nick Miller, Member


Janet Clark, Alternate Member

I certify that copies of this decision have been filed with the Acton Town Clerk and Planning Board on October 14, 1994.


Valerie Grier, Board of Appeals
Secretary

**SCHEDULE OF BROADCAST
FOR IN YOUR INTEREST SERIES
ON ACTON TOWN GOVERNMENT**

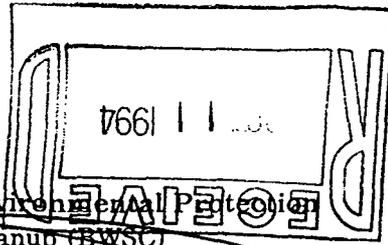
THURSDAY & FRIDAY, OCTOBER 27TH & 28TH, 1994

PART 1	PART 2	PART 3
1:20AM	3:20AM	5:20AM
7:20AM	10:20AM	12:20PM
2:20PM	6:20PM	8:20PM
10:20PM		

SATURDAY, OCTOBER 29TH, 1994

PART 1	PART 2	PART 3
7:20AM	8:20AM	9:20AM
5:20PM	6:20PM	7:20PM

THESE SEGMENTS WILL AIR AT APPROXIMATELY 20 MINUTES PAST THE HOUR. THEY CAN BE WATCHED ON WSHH-TV, UHF CHANNEL 66 OR ON ACTON CABLEVISION, CHANNEL 34.



Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup (BWSC)

TIER I TRANSITION CLASSIFICATION AND PERMIT STATEMENT

CC: BOS RF
RETAIN/WRG SITE CLEANUP FILE

This Permit is Issued to:

For DEP Use Only

- One Permittee
- More than One Permittee*

Effective Date:
Expiration Date:

*A list of all Permittees is attached.

One Permittee:

Name of Organization: W.R. Grace & Company
 Permittee Name: _____
 Title: _____
 Street: 55 Hayden Avenue
 City/Town: Lexington State: MA Zip code: 02173
 Telephone: (617) 861-6600

DEP Finding Concerning Tier Classification

Transition Tier IA (BWSC04) Transition Tier IB (BSWC05) Permit No. 84874

This permit authorizes comprehensive remedial response actions at:

Disposal Site Number: #2-0006
 Disposal Site Name: Daramic Plant
 Street: 51 Independence Road
 City/Town: Acton State: MA Zip code: _____

The Permittee has 120 days from receipt of this Transition Permit to sign and submit the Transition Statement. This permit shall be effective upon the Department's receipt of the signed and dated Transition Statement.

This permit shall expire 5 years from its effective date.

cc: BOS - RF
FYE

FYI

Town of Acton

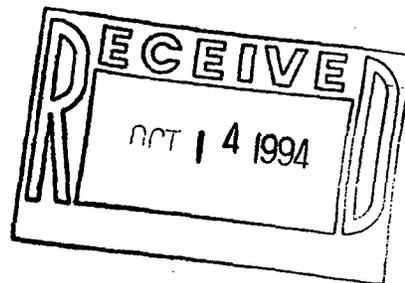
Planning Department

472 Main Street Acton, Massachusetts 01720

(508) 264-9636

October 14, 1994

Mr. Bruce J. Embry
Hayes, Clark, Hunt and Embry
P.O.Box 410206
43 Thorndike Street
Bulfinch Square
Cambridge, MA 02141-0002



Re: Strawberry Hill Road Sidewalk

Dear Mr. Embry:

Your letter to Mr. Rhodes has been forwarded to me.

Plans have been drawn and approved for a sidewalk along Strawberry Hill Road. Construction of this sidewalk is in fulfillment of a development approval condition of the nearby Hearthstone Farm (Jay Lane) subdivision, and it may be completed this fall or next spring.

The sidewalk as approved so far will be built on both sides of your clients' property. No sidewalk will be built on your clients' property itself without their consent and appropriate easements. Also, at this time the sidewalk plan does not include the stretch of public way in front of your clients' house due to particular design issues. The developer is obligated to build the sidewalk but is still searching for appropriate design solutions in this location.

For the safety of our children and other pedestrians a sidewalk without interruption would be most desirable. I very much hope that a workable solution will be found. The friendly cooperation of abutters, including that of your clients, would be much appreciated.

However, if your clients feels that they must protest this public safety improvement, they should write to the Acton Board of Selectmen, Town Hall, 472 Main Street, Acton, MA 01720.

Sincerely,

A handwritten signature in cursive script that reads "Roland Bartl".

Roland Bartl
Town Planner

cc: ✓ Don P. Johnson, Town Manager

rlet.94*24

Attached please find relevant documents concerning the gift. It appears, that use of the funds for the purpose of the Kelley's Corner Planning effort would be entirely consistent with the agreement for judgement, under which the gift was donated to the Town.

This matter is urgent because I must issue the consultant RFP as soon as possible in order to stay on course with this project. We have an ambitious work plan under an extremely tight project schedule with unrelenting deadline set by the State. Only Town Counsel's review on Chapter 30B compliance and resolution of this matter are outstanding. Anything you can do to speed up a decision in this matter will be greatly appreciated by me and the Kelley's Corner Planning Committee.

rkc*29

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

Land Court Department
of the Trial Court
Misc. Case No. 139563

MIDDLESEX SAVINGS BANK and
M-ACTON, INC.

Plaintiffs,

NANCY TAVERNIER, DONALD GILBERTI,
E. DORE HUNTER, WILLIAM S. WEEKS,
and NORMAN D. LAKE, as they are
Members of and constitute the
Board of Selectmen of the Town of
Acton, Middlesex County, MA.

Defendants.

AGREEMENT
FOR JUDGMENT

The parties to this action, by their attorneys, agree pursuant to Mass. R. Civ. P., Rule 58 that the following shall be the judgment of the court in this action:

1. The Decision of the Board of Selectmen of the Town of Acton on Special Permit Application No. 9/28/89-316, Plan File No. 3232, dated November 21, 1989 ("Decision") shall be affirmed in all respects, except as modified in this Agreement for Judgment.
2. The Decision shall be modified as follows:
 - (a) The second sentence of paragraph 5 of the "FINDINGS AND CONCLUSIONS" shall be deleted.

(b) The section of the Decision headed "PLAN MODIFICATIONS" shall be deleted in its entirety and replaced with the following paragraph 2.7 which shall be added to the section headed "CONDITIONS": The final Plan for which this Special Permit is granted is that titled "Interior and Exterior Renovations for the new Middlesex Savings Bank, Acton Branch," consisting of 1 sheet, drawn by Kenneth Perry and Associates, 195 Washington Street, Weymouth, MA and dated February 27, 1990, as modified by revision dated May 3, 1990.

(c) Section 2.1.1 of the "Conditions" section of the Decision is deleted and replaced with the following paragraph:

TRAFFIC AND GROUNDWATER STUDY. The Board on the behalf of the Town of Acton will accept from the Petitioner a gift, prior to the issuance of any building permit, in the amount of \$12,000.00 to be used by the Board for (i) traffic mitigation; (ii) groundwater protection; or (iii) for any other purposes, all in the sole discretion of the Board.

(d) Section 2.1.2 of the "CONDITIONS" section of the Decision is deleted and replaced with the following paragraph:

MONITORING WELLS. A letter agreement shall be signed by the Petitioner allowing the Board to install at the Town's expense, up to three (3) monitoring wells

for the purpose of monitoring the general quality of groundwater in the area of the subject site and providing an early warning of potential problems.

(e) Section 2.1.3 of the "CONDITIONS" section of the Decision is deleted in its entirety.

Respectfully submitted,



Victor Bass
B.B.O. 1033040
Acheson H. Callaghan, Jr.
Palmer & Dodge
One Beacon Street
Boston, MA 02108
(617) 573-0100

Counsel for defendants

F. Alex Parra
Julian D'Agostine
D'Agostine, Levine &
Gordon, P.C.
268 Main Street
Acton, MA 01720
(508) 263-7777

Counsel for plaintiffs

Dated: May 11, 1990

**TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION**

DATE: October 25, 1994

TO: Board of Selectmen
FROM: Garry A. Rhodes, Building Commissioner *GAR*
SUBJECT: Town of Concord SPSP #8/25/94-346
additional comments

I have just received additional comments from the Fire Chief this afternoon. These comments will change both FINDINGS and PLAN MODIFICATIONS. I have not had a chance to modify the draft decision to reflect the new position of the Fire Chief. The Board may wish to either continue the hearing or approve the decision subject to the appropriate changes if you agree.

TOWN OF ACTON

Inter-Departmental Communication

DATE: October 25, 1994

TO: Don P. Johnson, Town Manager
FROM: Fire Chief
SUBJECT: Concord Water Treatment Plan - Lake Nagog
Fire Alarm Requirements

Don:

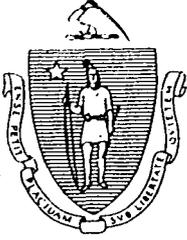
Please be advised that on this date I was contacted by Mr. Hal Storrs of the Concord Water Department relative to the necessity for a fire alarm system and master box as specified in my original requirements. He has just advised me that all pumping and electrical equipment in this non-combustible structure which might cause a fire is monitored and protected by shut-down devices; and ozone monitoring equipment will also be utilized.

All monitoring devices and shut-down equipment will be connected to both the Concord DPW and the Concord Police Department via leased telephone lines. Therefore, in effect, they are providing the early detection and monitoring of any problems that might arise, which was my concern.

Therefore I would have no objections to withdrawing the requirement for a fire alarm system and master box. However, a lockbox would still be required.


Robert C. Craig
Fire Chief

cc: Garry Rhodes, Building Commissioner



The General Court of Massachusetts

Joint Committee on Public Safety

Room 473B, State House

Boston, Massachusetts 02133

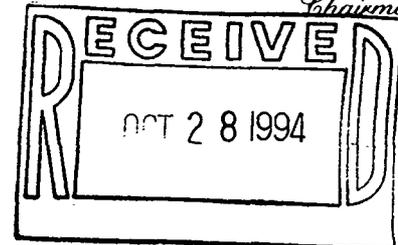
Telephone (617) 722-2230

File copy
10/28/94

Sen. James P. Jajuga
Chairman

Rep. Paul E. Caron
Chairman

cc: BOS !!!



October 25, 1994

To whom it may concern:

As you know, since 1980 with the passage of Proposition 2 1/2, balancing a town's budget has become increasingly difficult and satisfying each department within the town has become impossible due to municipal constraints. Although all town departments have felt the strain, our concern is with the public safety departments. Across the state, municipal police and fire departments are in deplorable condition.

For the past two years, the Committee on Public Safety has conducted a thorough Capital Needs Assessment of all municipal police and fire departments statewide. With the survey now completed, the time has come to announce the results and make recommendations as to how to address the problems uncovered.

Enclosed is a copy of a press advisory announcing three press conferences scheduled across the state on November 2, 1994. You are invited to attend the press conference that will be most convenient for you. Immediately following the press conference, copies of the CARON - JAJUGA REPORT will be mailed out.

With warmest regards,

PAUL E. CARON
Chairman
Committee on Public Safety



The General Court of Massachusetts

Joint Committee on Public Safety

Room 473B, State House

Boston, Massachusetts 02133

Telephone (617) 722-2230

Sen. James P. Jajuga
Chairman

Rep. Paul E. Caron
Chairman

PRESS ADVISORY

FOR IMMEDIATE RELEASE
FOR FURTHER INFORMATION CONTACT:
Mark Finnegan at (617) 722-2230

**CARON AND JAJUGA TO ANNOUNCE RESULTS OF MUNICIPAL
PUBLIC SAFETY STUDY**

On Wednesday November 2, 1994, State Representative Paul E. Caron (D-Springfield) and State Senator James P. Jajuga (D-Methuen), Cochairmen of the Commonwealth's Committee on Public Safety, will announce the results of the Committee's two year study of the capital needs of municipal police and fire departments in the Commonwealth. The Chairmen will outline the Committee's findings and the recommendations offered in the report.

The announcement will be made during three press conferences around the State as follows:

- I. 10:00 AM - Boston, State House
Room A-1
Boston, MA 02133
- II. 1:00 PM - Worcester, Worcester Police Station
911 Lincoln Square
Worcester, MA 01608
- III. 3:30 PM - Holyoke, Holyoke Police Station
25 Court Square
Holyoke, MA 01040

All members of the press are invited to attend whichever press conference would be most convenient.

#

TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION
TOWN MANAGER'S OFFICE

DATE: 10/28/94

TO: Don P. Johnson
FROM: John Murray 
SUBJECT: Joint Labor Management Committee Process

Due to the fact that the IBPO has unilaterally decided to invoke the jurisdiction of the Joint Labor Management Committee, I thought the attached Summary Judgement would be of interest to the BOS.



NARGE/IBPO

TEL:1-413-736-5557

Oct 05.94

10:39 No.002 P.02

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

Superior Court
Civil Action No. 94-551

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS LOCAL 401
and 440,

Plaintiff

vs.

CITY OF CHICOPEE,

Defendant

HAMPDEN COUNTY,
SUPERIOR COURT

FILED
OCT 8 1994

MEMORANDUM OF DECISION ON
MOTION FOR SUMMARY JUDGMENT

A summary judgment motion pursuant to Rule 56 has been filed by the plaintiffs, International Brotherhood of Police Officers Local 401 and 440, in their civil action and petition for injunctive relief against defendant, City of Chicopee, for violation of chapter 589 of the acts of 1987. This act and chapter 150E of the General Laws form part of what is referred to as Massachusetts Public Employee Collective Bargaining Law.

This motion is unique in that it does not involve what would seem the more typical summary judgment motion, where plaintiff or defendant alleges an action should succeed or fail based on the presence or absence of facts making out the requisite elements of a cause of action. Plaintiffs allege violations of the Collective Bargaining Law and statutory procedures as particularly applicable to police and fire employees and their collective bargaining. The defendant did argue the law does not apply to them because certain

statutory language has not been fulfilled¹ and the scheme of the law, and because of constitutional defenses. This summary judgment motion rests primarily on the determination of 1) the implication of the statutory law regarding collective bargaining impasse procedures between a police union and its employer/municipality including when those procedures have been invoked and the duties that arise as a result of the statutory requirements, and 2) a determination of the constitutionality of the statutory provisions.

A brief summary of the history of the Massachusetts public sector labor law is important to an understanding of the statutory provisions at hand. In 1964, state employees were given the right to bargain as to working conditions but not wages. In 1965, municipal employees were given the right to bargain about wages and working conditions. In 1973, General Laws chapter 150E was adopted extending full bargaining rights to most public employees. Binding arbitration of interest disputes was established only for police and fire employees. In 1977, the JLMC² was established to oversee collective bargaining negotiations and impasses involving police and firefighters. In 1980, Proposition 2-1/2 repealed final and binding arbitration for police and fire contract negotiations. In 1987, arbitration was reinstated for police and firefighter contract negotiations with arbitration awards subject to funding by the legislative body.

The statutory framework is therefore chapter 150E of the

¹But see post hearing joint stipulation of the parties.

²Joint Labor Management Committee - 14 member committee - 12 appointed by the Governor.

General Laws, which is entitled "Labor Relations: Public Employees". The special acts of the legislature of 1973 through 1987 create an additional scheme for police and firefighter collective bargaining procedures and law. These special acts of the legislature are not incorporated into the General Laws but have the full force of law.

See A Guide to the Massachusetts Public Employee Collective Bargaining Law, Maurice A. Donahue Institute for Governmental Services, 8th ed., 1993 and A Judicial Guide to Labor and Employment Law, Flaschner Judicial Institute, 1990.

Summary judgment pleadings describe the relevant facts as follows: Plaintiffs and defendant had collective bargaining agreements terminating in 1990 and 1991. Several negotiating sessions were held for the purpose of arriving at new agreements. No collective bargaining agreements were reached and on August 31, 1992 plaintiffs invoked Mass. labor law provisions for intervention of the Massachusetts JLMC. Approximately 3 sessions were held with a JLMC mediator. On August 30, 1993 the JLMC ordered arbitration. On August 31, 1993 by letter JLMC requested the parties notify the commission as to their preferences relative to a mechanism for resolution. On September 9, 1993 defendant responded to the request by letter stating that defendant desired no intervention by a third party unless mutually agreed to and requested. On October 19, 1993 defendant received a letter from the JLMC which stated that the JLMC was invoking procedures and mechanisms for resolution of the collective bargaining negotiations and the dispute shall be

NAGE/IBPO

TEL:1-413-736-5557

Oct 05.94

10:42 No.002 P.05

submitted to arbitration. On November 8, 1993 JLMC notified plaintiffs and defendant as to the appointment of an arbitrator in accordance with the expressed wishes of the parties. On November 10, 1993 defendant sent a letter to the JLMC requesting clarification of the November 8, 1993 letter as defendant was unclear as to whether they were being ordered to arbitration. Defendant repeated its earlier preference not to go to arbitration. Defendant never received a reply from the JLMC. Defendant did not state if they took other action for clarification - a telephone call, another letter, etc. Neither does the defendant allege directly that its rights were compromised somehow by any confusing language by the JLMC. No other correspondence from the JLMC was attached or alluded to by either party. On December 15, 1993 arbitration was held with both sides represented. On December 31, 1993 an arbitration award was returned. On January 18, 1994 Mayor Joseph Chessey held a public meeting prior to a scheduled vote on January 24, 1994 by the Board of Alderman of the City of Chicopee wherein Mayor Chessey verbally encouraged the Board to vote against the appropriation request. Plaintiffs support these facts by an attached affidavit sworn to by William J. Hurley, a police officer and member of the bargaining committee for Local 401. He was present at the Mayor's briefing. This affidavit is exhibit F to plaintiffs' motion. On January 19, 1994 the Board members were given a notice from the Mayor dated January 19, 1994 and a letter from the City's collective bargaining team also dated January 19, 1994. Both pieces of correspondence urged rejection of the

arbitration awarded and did not support the award. Plaintiffs support these facts by attached copies of the notice from the Mayor and the letter from the collective bargaining team at Exhibit E and D respectively. On January 24, 1994 the Board of Aldermen voted on the appropriation necessary for the arbitration award, and the appropriation request was defeated.

Plaintiffs' cause of action is one for injunctive relief based upon violations of the Massachusetts labor law provisions as to municipal collective bargaining with its police and fire unions. Plaintiffs assert that the City has engaged in acts violative of the 1973 and 1987 special acts. Plaintiffs assert that as a result of the procedures established by those acts, an arbitration award was issued which the defendant was required to submit for appropriation to the Board of Aldermen. The plaintiffs allege the Mayor was statutorily bound to support such appropriation before the Board of Alderman. Mayor Chessey of Chicopee did not support the award and in fact took other actions which the plaintiffs allege were in contravention of the requirements of the act. Plaintiffs assert they are entitled to a judgment that violations have occurred. Plaintiffs also seek remedial relief with an order to implement the terms of the award and relief as necessary to ensure that the provisions of the act are supported and followed.

Defendant argues, 1) that a duty to support the arbitration award did not exist as a result of the events occurring between itself, the plaintiffs and the JLMC. The defendant reads the relevant statutory law to say that duty to support an arbitration

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Oct 05.94

10:43 No.002 P.07

award did not exist as the award was not the result of an agreed process or agreement. 2) Defendant attacks the constitutionality of the relevant provisions of the collective bargaining provisions at issue, chapter 589 of the Act of 1987, as violating first amendment freedom of speech guarantees. The defendant alleges the act improperly infringes on the content of an individual's speech, and 3) infringes on an individual's first amendment rights by making coercive certain speech i.e. mandatory support of an arbitrator's award by the employer, here the Mayor of Chicopee acting for the City/employer. 4) Chapter 589 of the Acts of 1987 conflicts with the Municipal Finance Law at M.G.L.A. Chapter 44, section 32. 5) Chapter 589 of the Acts of 1987 conflicts with the Massachusetts Declaration of Rights, Art. 30 and Massachusetts Constitution Part 2, Chapter 1, Section 1, Article 4.

Defendant City of Chicopee through its executive officer Mayor Chessey had a duty to support the arbitration award. The surviving law from the special acts of the legislature of 1973 through 1987 provide impasse procedures and establish an administrative body, the JLMC, to specifically oversee collective bargaining for police and firefighters. A reading of St. 1973, c. 1078, §4A as amended by St. 1987, c. 589 makes clear that the JLMC has the authority and power to invoke arbitration, and the award of the arbitrator has some, but not absolute force.

Relevant portions of St. 1973, c. 1078, §4A as amended by St. 1987, c. 589 read:

"There shall be in the executive office of labor...a committee known as the joint labor-

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Oct 05.94 10:43 No.002 P.08

management committee." (1)(a)(i)

"The Committee shall have oversight responsibility for all collective bargaining negotiations involving municipal police officers and firefighters. The committee shall, at its discretion, have jurisdiction in any dispute over the negotiations of the terms of a collective bargaining agreement involving municipal firefighters or police officers;" (2)(a)

"Notwithstanding the provisions of the first paragraph of section nine of chapter 150E of the General Laws to the contrary, when either party or the parties acting jointly to a municipal police and fire collective bargaining negotiations believe that the process of collective bargaining has been exhausted the party or both parties shall petition first the committee for the exercise of jurisdiction and for the determination of the apparent exhaustion of collective bargaining." (2)(c)

"The committee shall have exclusive jurisdiction in matters over which it assumes jurisdiction and shall determine whether issues in negotiations have remained unresolved for an unreasonable period of time resulting in the apparent exhaustion of the processes of collective bargaining. If the committee makes such a determination it is authorized to hold a hearing..."

"If the committee, after a full hearing, finds there is an apparent exhaustion of the processes of collective bargaining which constitutes a potential threat to the public welfare, it shall so notify the parties of its findings..."

"Within ten days of such notification, the committee shall also notify the parties of its intent to invoke such procedures and mechanisms as it deems appropriate. (Such procedures) may include..."

(3) single arbitrators...

"Any decision or determination resulting from the mechanism or procedures determined by the

NAGE/IBPO

TEL: 1-413-736-5557

Oct 05, 94 10:43 No.002 P.09

committee if supported by material and substantive evidence on the whole record shall be, subject to the approval by the legislative body of a funding request as set forth in this section, binding upon the public employer and employee organization, as set forth in chapter 150E of the General Laws, and may be enforced at the instance of either party or the committee in the superior court in equity...."

The legislature has created a special procedure for police and fire departments, the public service departments that are directly involved with public safety emphasizing the legislature's concern and interest in this area.

The employer must support the award. The employer here was the city, who acts through its chief executive officer, Mayor Chessey. The act goes on to describe how that award should be supported:

"The employer and the exclusive employee representative shall support any such decision or determination in the same way and to the same extent that the employer or the exclusive representative, respectively, is required to support any other decision or determination agreed to by an employer and an exclusive employee representative pursuant to the provisions of said chapter one hundred and fifty E of the General Laws." Paragraph (3)(a) of St. 1973, c. 1078 4A as amended by St. 1987, c. 589. (Emphasis added)

This language is one describing the manner of support, but this language does not create some kind of prerequisite that the decision or determination at hand be agreed to or result from some kind of mutually agreed process or procedure. The threat of strikes, work slow down or stoppages strikes directly at public safety and the orderly functioning of our society. Defendant's interpretation of the statute contravenes the whole statutory

scheme whereby the legislature envisioned some means of resolution to an impasse and where the lack of agreement posed some threat to public safety. The statute gave the award some force by requiring that the award go to the legislative body for appropriation and by requiring that the award go to the body with the support of the employer, but the legislative body still must approve the appropriation. The arbitration award is therefore not binding.

The defendant reads (3)(a) as mandating support of an arbitration award only when the award is agreed to by the employer and employee. The defendant then characterizes the implications of the events here as "ordered arbitration" and "not agreed arbitration". The defendant's conclusion that follows is that no duty to support the award existed.

Plaintiffs' brief made no statement or response regarding the correspondence of the JLMC causing the defendant's confusion as to "agreed" to arbitration versus "ordered arbitration." The plaintiffs do read the statute as requiring the support for the award by Mayor Chessey and the collective bargaining team. The plaintiffs argue that such a duty existed based on the events.

In light of the detailed law at chapter 589 of the act of 1987 regarding impasse procedures, defendant's arguments are not persuasive. Chapter 589 draws from Section 7 of Chapter 150E of the General Laws. Section 7 provides that a collective bargaining agreement shall be submitted to the appropriate legislative body within 30 days after execution of the agreement. If the body rejects the request, the costs items shall be returned to the

parties for further bargaining. Section 7 does not mandate that the employer support the award. But the Supreme Judicial Court has found the employer violates its duty to bargain in good faith when the employer refuses to take all necessary steps to support and secure funding for the agreement. Town of Rockland and Rockland Employees Association H.L.P.E. 16 MLC 1001, 1005 citing Mendes v. Taunton, 366 Mass. 109 (1974). Worcester School Committee and Worcester Public School Administrative Secretarial Personnel Association 5 MLC 1080, 1083. Turners Falls Fire District and Turners Falls Firefighters Local 2453 4 MLC 1659, 1662. Town of Kingston and Local 436 I.B.P.O. 6 MLC 1388, 1390. The duty to support is a corollary of the obligation to bargain in good faith which is really a sister obligation of the common law contract obligation of good faith and fair dealing.

The JLMC had the statutory authority to order arbitration. However one may think the November 8, 1993 letter characterized its action, the JLMC was invoking its power under the statute in an impasse situation. Defendant participated in the arbitration meeting and does not state its rights were compromised or that the arbitration award was compromised by defendant's confusion as to whether it had been ordered, or brought to the arbitration meeting under some kind of mutuality of action.

There is no relevant dispute as to the factual events. Defendant's answer admitted every paragraph of plaintiffs' complaint except paragraphs 13 and 14. Paragraph 13 alleges that the members of the Board of Aldermen were given a notice from the

NAGE/IBFO

TEL:1-413-736-5557

Oct 05,94

10:46 No.002 P.12

Mayor and a letter from the City's collective bargaining committee, and that this notice and letter did not support the award and urged rejection of the award. Defendant does not challenge the authorship or validity of the notice, and defendant's summary judgment motion in fact states that the notice and letter from the City bargaining committee "speak for themselves" (second full paragraph, page 3 of defendant's summary judgment motion).

The actions of the Mayor and the bargaining committee by their written communications to the Board of Aldermen were clearly not in support of the award. The exhibits evidence their lack of support and their actions in directing these communications to the Board were in violation of the statute.

Paragraph 14 of the Complaint alleges that on January 24, 1994 the Mayor held a briefing prior to the vote by the Board. At such meeting, the Mayor verbally encouraged the Board to vote against the award. Plaintiffs' complaint seems to state the wrong date of this public meeting by the Mayor, but otherwise there is no material dispute as to this conduct. Plaintiffs' summary judgment motion stated on or about January 18, 1994 the briefing was held. Plaintiffs' attached affidavit by Officer Hurley used the date of January 18, 1994. Defendant's summary judgment motion states that the Mayor "verbally provided his opinion to the Board members concerning the award of the arbitrator" (last paragraph, p. 3 of defendant's motion). The defendant does not assert he spoke in support of the award, and given the opinion expressed in his notice dated one day later, it can be assumed his opinion expressed at the

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Oct 05,94 10:46 No.002 P.13

public meeting was the same as that opinion in the notice. His conduct at the public meeting on January 18, 1994 was therefore also violative of the act.

In connection with the claimed first amendment infringements, in Matter of Robert M. Bonin, 375 Mass. 680 (1978) addresses the issue of infringement on the exercise of constitutional rights by a public official. In Bonin the Supreme Judicial Court recognized that a public official may suffer limitations on the exercise of constitutional rights where appropriate to the exercise of their duties or functions. Bonin found limitations on first amendment freedom of association were appropriate. "...judges, in company with other public servants, must suffer from time to time such limits on these rights as are appropriate to the exercise in given situations of their official duties or functions." Bonin 709. Here the statutory scheme would seem to impose an appropriate limitation on the exercise of the Mayor's first amendment rights. The public sector collective bargaining laws have important public welfare concerns at their core. Public employees do not have the right to strike, so the statutory scheme provides other means to assist their interests in a fair and bargained wage. Where bargaining does not provide a result, an arbitrator steps in to provide a reasonable solution and best substitute for a bargained wage.

In First National Bank of Boston v. Bellotti, 98 S.Ct. 1407, (1978) the prohibition on the right to communicate to the electorate a matter of highest importance was all inclusive and no

NAGE/IBPO

TEL: 1-413-736-555

Oct 05, 94

10:47 No.002 P.14

compelling interest to protect share holders would justify the restraint. Here the restriction is temporary and qualifies only after the municipality has had full opportunity to put their position forward before the arbitrator. It has been held that the court has the power to order public bodies to fulfill and pay their financial obligations. County Commissioners of Hampshire v. County Commissioners of Hampden, 397 Mass. 131, 135 (1986). County Commissioners of Middlesex County v. Superior Court, 371 Mass. 456 (1976).

To secure peaceful labor relations particularly in the field of public safety where the right to strike has been taken away is a matter of very significant public interest. The municipality has unlimited input in the arbitration proceeding including consideration of their finances, and the restraint on speech by public employees is only for the period between receiving the award and the vote to appropriate by the public body. Unlimited right to object by the executive could well make the whole procedure pointless.

Public Employee Labor Law should be read as granting the superior court jurisdiction to hear this matter. Paragraph (3)(a) of St. 1973, c. 1078 4A as amended by St. 1987, c. 589 specifically provides

Any decision or determination resulting from the mechanism or procedures determined by the committee if supported by material and substantive evidence on the whole record shall be, subject to the approval by the legislative body of a funding request as set forth in this section, binding upon the public employer and employee organization, as set forth in chapter

NAGE/IBPO

TEL:1-413-736-5557

Oct 05,94

10:43 No.002 P.15

150E of the General Laws, and may be enforced at the instance of either party or the committee in the superior court in equity.

This grant of jurisdiction clause makes an arbitration award funded binding and subject to the superior court's jurisdiction for enforcement. It also can be read to make enforceable in general the decisions and determination of the JLMC. The arbitration award here, although not yet funded, would seem to be a decision or determination resulting from the procedures determined by the committee (i.e. the JLMC) and enforceable in the superior court.

Notwithstanding this statutory language, the superior court would also appear to have jurisdiction when Supreme Judicial Court holdings in other cases are considered. The jurisdiction issue was treated by the Supreme Judicial Court in Labor Relations Commission v. Board of Selectmen of Dracut, 374 Mass. 629 (1974). The Supreme Judicial Court determined that the superior court had jurisdiction to entertain a petition by the Labor Relations Commission for enforcement of its order. Here the superior court is being asked to enforce the procedures incident to and the duties arising upon issuance of an arbitration award. By this summary judgment motion the court is also being asked to rule generally on the Massachusetts labor law statutes. The superior court would seem to have jurisdiction here under the Dracut analysis, under its general grant of jurisdiction and under general equity law principles.

The analysis of the Supreme Judicial Court in Dracut and applicable here also was that General Laws c. 213, 1A provides that "[u]nless otherwise specifically provided, the superior court shall

NAGE/LBPO

TEL:1-413-736-5557

Oct 05.94 10:48 No.002 P.16

have original jurisdiction, currently with the supreme judicial court, of all proceedings, cases and matters of which the supreme judicial court has jurisdiction..." Dracut 623. General Laws c. 149, §178L, now c. 150E, provides that the Labor Relations Commission shall take such further affirmative action as will comply with the provisions of this section. The Supreme Judicial Court said that "further affirmative action" contemplates resort to the equitable powers of this court and of the superior court. Also, given the purpose of the statute, it is extremely doubtful that the Legislature intended the orders of the commission, and here its impasse procedures, to be unenforceable.

The plaintiffs seek a judgment as a matter of law under Rule 56 as to plaintiffs' cause of action. Here the judgment sought is that the defendant has violated St. 1973 c. 1078, Section 4A as amended by St. 1987, Chapter 589.

The defendant's violation of its duty to support the arbitration award is clear and there is no genuine issue of material fact regarding this cause of action. Summary judgment for the plaintiffs is proper as to its cause of action.

The plaintiffs also seek an order that the defendant implement the terms of the lawful interest arbitration award with interest and attorney's fees and any other remedy as the court deems just (p. 13, summary judgment motion). The plaintiffs' motion seeks the remedy provided in Town of Rockland, where the Labor Relations Committee ordered the payment of the negotiated cost items with interest. (p. 7 of summary judgment motion).

NAGE/IBPO

TEL: 1-413-736-5557

Oct 05, 94 10:55 No. 003 P. 02

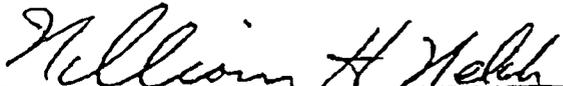
In Rockland a negotiated agreement had been reached. The Commission ordered the town to make whole the employees harmed by the town's violation of the law. In Rockland there existed a "relevant appropriation" from which the negotiated agreement items could be paid. Additionally, the town was ordered to take all appropriate steps to comply with the agreement including seeking supplemental appropriations if necessary.

A kind of contract enforcement remedy was ordered in Rockland. Here, there was no negotiated agreement and the statutory law provided a framework to accelerate resolution, but the law does not create a quasi agreement or substituted agreement with binding force as the law recognizes the legislative body must approve the appropriation. The statutory law even provides for what shall happen if the award is not approved; the decision or determination shall cease to be binding on the parties and the matter shall be returned to the parties for further bargaining. (paragraph (3)(a), St. 1973, c. 1078, 4A amended by St. 1987, c. 589).

To order a remedy as in Rockland and order implementation of the arbitration award, the court would be bypassing the legislative body's power to reject an arbitration award under the 1973 and 1987 acts. Under the statutory scheme, even if no violation had occurred here and the Mayor had supported the arbitration award, under the impasse procedures the Board of Aldermen had a right to deny the appropriation request. The two parties would then return to further bargaining.

The plaintiffs' motion for summary judgment is ALLOWED, and it is ordered that the City of Chicopee through its executive officials submit to the appropriate body, the Board of Aldermen, the arbitration award by JLMC returned on December 31, 1993. The executive officials of the City including the Mayor and the collective bargaining team are further ordered to support the award in writing and by posting notice of their support for at least 10 continuous days, prior to the Aldermen's meeting, on the bulletin board in the City Hall where official notices are posted, and by sending a copy of this notice to all of the Aldermen.

The Mayor and the bargaining committee are further ordered to refrain from any communication and/or writing attacking, opposing or not supporting the award, and they are reminded of the contempt provisions in the law.



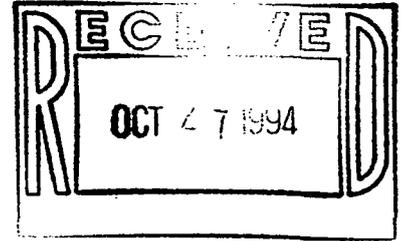
William H. Welch
Justice of the Superior Court

Entered:

Sept 22, 1994

PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108



Acheson H. Callaghan, Esq.
(617) 573-0178

Telephone: (617) 573-0100
Facsimile: (617) 227-4420

October 21, 1994

Mr. Don Johnson
Town Manager
P.O. Box 236
Acton, MA 01720

Dear Don:

I enclose our bill for services through September. I have shown for the first time our "matter number" on the bill. Such a number is established for various recurring matters, such as Appellate Tax Board and labor matters, as well as for each litigation case. I have been sending the separate time sheets that contain the detail of the work done, but this just makes the cross reference to the relevant time sheet clearer. Otherwise, I have continued to break down the general (matter 1) category into the major sub-matters worked on in the month. The overall goal is to make preparation of the bills as mechanical as possible while trying to give you a clear idea of what the legal services budget is being spent for.

If you have any questions, please let me know.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Acheson".

Acheson H. Callaghan

AHC/dcb

CHRIS - PLS. PREPARE FOR PYMT.

Enclosure

CC: BOS - COVER LTR. & 2 PAGE SUMMARY

October 21, 1994

PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108-3190
Telephone: (617) 573-0100

FEDERAL I.D. NUMBER 04-2170788

Town of Acton
P.O. Box 236
Acton, MA 01720

For professional services through September, 1994, as follows:

General Town Matters (matter 1)

Advice with respect to various issues about public bids;	\$ 1,350.00
Review of law and advice on jurisdiction of Historic Commission over reconstruction of South Acton Bridge;	475.00
Advice on various zoning questions, including effect of resignation of member of Board of appeals; review of South Acton Planning Study;	850.00
Advice regarding RFP for planning study;	450.00
Advice on miscellaneous general matters, including Crowley settlement, Porrazzo lien, excise taxes issue, tax title land and enterprise funds;	875.00

Litigation and Related Matters

For services in connection with employment and collective bargaining matters, as shown on matter 31;	1,300.00
For services in connection with Appellate Tax Board matters, as shown on matter 18;	900.00
Advice with respect to occupancy permit for Post Office Square pending installation of traffic light, as shown on matter 42;	800.00
For services in connection with <i>James v. Acton</i> , as shown on matter 48;	2,000.00

EXPENSES INCURRED BUT NOT POSTED PRIOR
TO THE BILLING DATE WILL APPEAR ON A
SUBSEQUENT STATEMENT.

DUE AND PAYABLE WITHIN THIRTY DAYS

For services in connection with *Kavanaugh Homes v. Conservation Commission*, as shown on matter 50; and 325.00

For services on miscellaneous litigation matters, as shown on matters 27, 39, 41, 51. 375.00

TOTAL SERVICES \$ 9,700.00

Disbursements

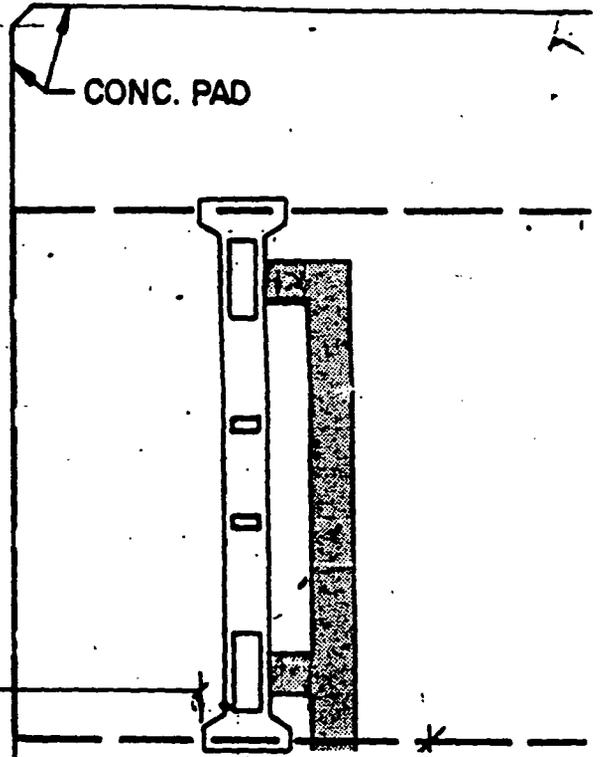
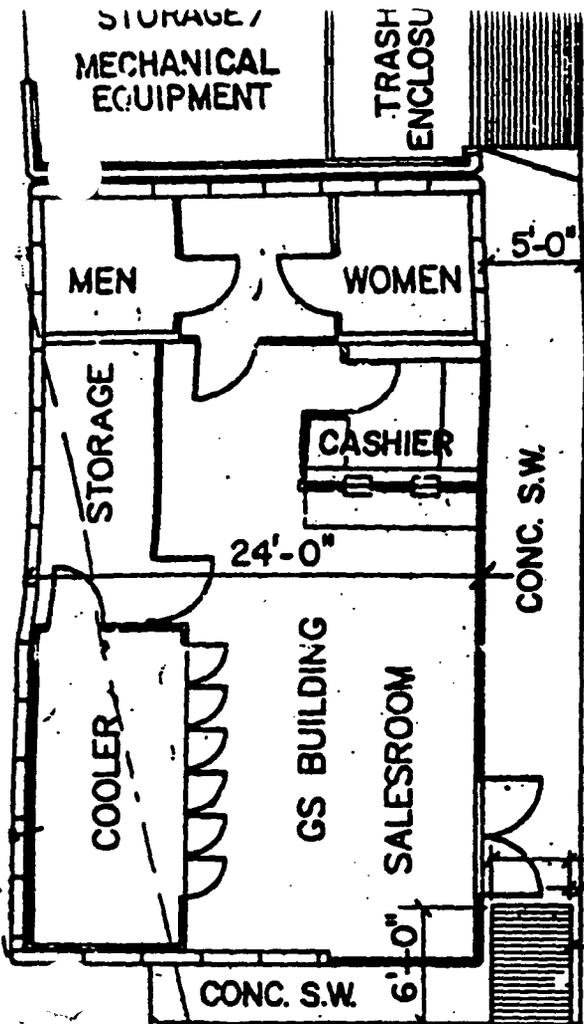
Computer research	\$ 1.80
Duplication	94.20
Excess postage	1.56
Express delivery	8.80
Food services	5.00
Hand delivery	5.00
Telecopier	27.00
Telephone	45.09
Transcripts (James)	<u>496.00</u>

TOTAL DISBURSEMENTS \$ 684.45

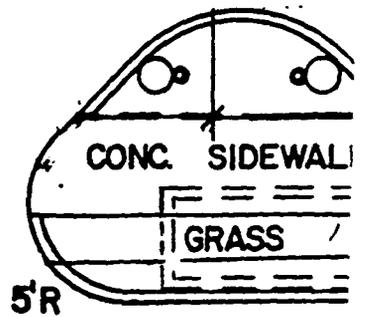
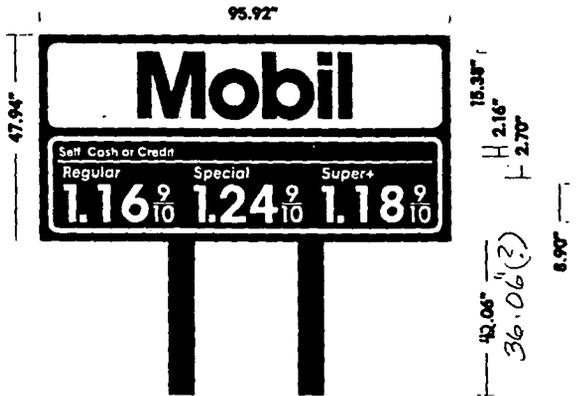
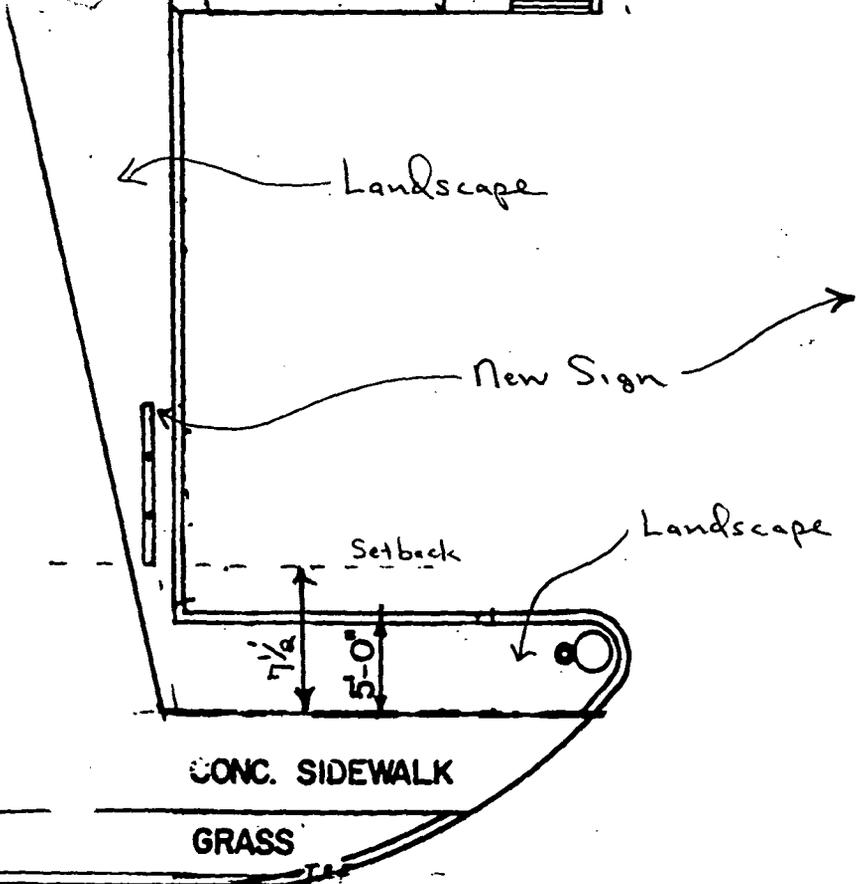
AMOUNT DUE \$ 10,384.45

9441 10/24/99

BIT. CON

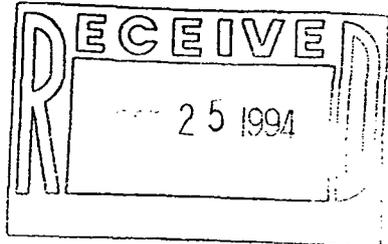


BIT. CONC.



MASSACHUSETTS AVE.

cc: BOS



BOARD OF ASSESSORS

MINUTES

OCTOBER 3, 1994

1. The Board had a discussion on the FY 95 recertification.
2. The Board signed the monthly list of FY 93 and 94 motor vehicle abatements.
3. The Board signed the monthly list of FY 91 personal property abatements.
4. The stumpage commitment for Clement and Elizabeth Moritz Management Trust was signed by the Board.
5. The Board reviewed an abatement application for 90 and 91 motor vehicle excise tax owned by Reid. Abatement was denied.
6. The following tax liens for Chapter 61A: Napoli/Idylwilde Farm were signed.
7. The Board had a discussion on an A.T.B. case with R&G Realty Trust. No decisions were made at this time.
8. The Board had a discussion on an A.T.B. case regarding Setra Systems. No decisions were made at this time.

Attendance: James Kotanchik
David Brown
Brian McMullen



MASSACHUSETTS DEPARTMENT OF REVENUE
DIVISION OF LOCAL SERVICES

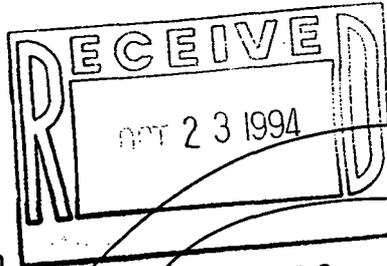
P.O. Box 9655

Boston 02114-9655

MITCHELL ADAMS
Commissioner

LESLIE A. KIRWAN
Deputy Commissioner

(617) 727-2300
FAX (617) 727-6432



October 20, 1994

Acton Board of Selectmen
472 Main St.
Acton, MA 01720

cc: BOS
D. Howe

Dear Board Members:

We have received notice from the Massachusetts Highway Department that your community has satisfied certain requirements relative to the release of Chapter 90 Bond Issue Apportionments.

Pursuant to Chapter 85 of the Acts of 1994 ("An Act Relative to Bond Authorizations for Certain Emergency Capital Projects of the Commonwealth"), the Commissioner of Revenue through the Director of Accounts certifies that your 1st Apportionment amount of \$494,514.00 may now be appropriated as an available fund.

Please be advised that these funds are not Cherry Sheet-related.

Note that although your town will probably not be in receipt of this money at the time of appropriation, it will be considered "available." Also, no expenditure from this fund can be made until a project has been given the approval of the Massachusetts Highway Department by the signing of a Memo of Agreement.

It is suggested that an appropriation from this available fund should be in the form of a special article so that the expenditure of this money may properly be carried forward into the next fiscal year if applicable.

If you have any questions, please contact your Bureau of Accounts representative.

Sincerely,

Mariellen P. Murphy
Director of Accounts

cc: Board of Assessors
City Auditor

October 18, 1994

Mr. Norman Lake, Chairman
Board of Selectmen
Town of Acton
472 Main Street
Acton, MA 01720

cc: BOS

D. ABBT

D. HOWE

G. ROBINSON

SUBJECT: ACTON - Resurfacing, State Highway 111 (Massachusetts Avenue) from the Boxborough Town Line easterly to the intersection of Route 111 at Route 2.

Dear Mr. Lake:

We are pleased to inform you that the Department will be undertaking the above-referenced project on State Highway located within your municipality. The Project Review Committee (PRC) of the Massachusetts Highway Department has approved the project for Non-Federal Aid funding.

The District is responsible for the design of this project. We expect to advertise this project for construction late this calendar year. If you have any further questions, please do not hesitate to contact Mr. Willis Regan, District Projects Development Engineer at (508) 754-7204.

Very truly yours,



Peter J. Donohue,
District Highway Director

KBF/kbf
act1017

cc: Honorable State Senator Robert A. Durand
Honorable State Representative Pamela P. Resor
Ed Bates, Dep. Dir., MAPC (Metropolitan Area Planning Council)
David Abbt, Town Engineer, Town of Acton
W.A. Regan
K.B. Fox
W.A. Coyle
P.A. Leavenworth
M.O. File

cc: BOS



MASSACHUSETTS 01720

ACTON HISTORICAL COMMISSION



October 24, 1994

Mr. Allen Johnson
Director of Architectural Review
Massachusetts Historical Commission
80 Boylston Street
Boston, Ma. 02116-4802

Dear Mr. Johnson,

The Acton Historical Commission has reviewed the preliminary plans for the South Acton Railroad Bridge on Main Street in the Village of South Acton. Since this section of town is a local historic district, we feel that the design of the bridge should be appropriate to the character of this area.

We agree with the plans that the siding be faced with granite, as Acton is known for its granite quarries. Protective wire fencing should be kept to a minimum and be as unobtrusive as possible. We also support the incorporation of electric wiring into the design for future lighting fixtures.

It is essential that a new bridge be constructed over the railroad tracks in South Acton as soon as possible, both for safety and for the restoration purposes in the historic district. We support the plans for this bridge.

Sincerely,

Anita L. Dodson
Chairperson,
Acton Historical Commission

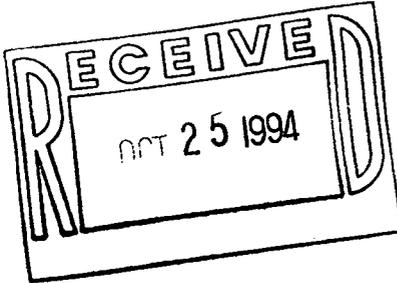
cc: Acton Historic District Commission
Acton Board of Selectmen



cc: BOS

PLANNING BOARD • Town of Acton

472 MAIN STREET ACTON, MASSACHUSETTS 01720 TELEPHONE (508) 264-9636



RECEIVED & FILED

DATE October 25, 1994

MODIFICATION OF DECISION (93-3)

Barbara Brown
TOWN CLERK, ACTON

Groundwater Protection District Special Permit

SUBURBAN MANOR

MODIFICATION by the Planning Board (hereinafter the Board) of its Decision issued on February 22, 1993 and filed with the Town Clerk on February 23, 1993 for the Groundwater Protection District Special Permit (hereinafter the ORIGINAL DECISION) for property located at 1 Great Road, Acton, MA. The site is shown as parcels 68, 71, 72-1, and 85 on sheet G-5 of the 1994 Acton Town Atlas (hereinafter the Site).

This MODIFICATION is in response to the request of Life Care Development and Construction on behalf of Suburban Manor Nursing Homes (hereinafter the Petitioner) for a modification of the Decision to allow installation of an emergency generator and 75 gallon diesel fuel day tank in the sewage treatment plant building and to allow the placement of a 2000 gallon diesel fuel storage tank on a concrete pad adjacent to the sewage treatment building.

The Applicant presented the proposed modification to the Board at the public hearing on August 22, 1994. The hearing was continued to September 12, 1994 at which time it was closed. Planning Board members David Hill, William Shupert, III, John Pavan, Gregory Niemyski, Joshua Chernin and Richard Crosswell were in attendance. The minutes of the hearing and submissions on which this decision is based upon may be referred to in the Office of the Planning Board.

EXHIBITS

Submitted for the Board's deliberation were the following exhibits:

EXHIBIT 1 Submittal Package for Amendment of Decision 93-3 Groundwater Protection District Special permit regarding Fuel Storage Tanks for Back-up Generator Power at Suburban Manor Nursing Home.

EXHIBIT 2 Supplementary documentation required by the Rules consisting of:

- a. A properly executed Application for a Special Permit dated December 4, 1992;
- b. Certified abutters lists for abutters in Acton and Concord;
- c. Return receipts for certified mail notices to parties in interest; and
- d. Filing fee of \$250.

EXHIBIT 3 Additional materials submitted by the Applicant:

- a. Information on packaged engine generator systems;

- b. Description and specifications for Convault above ground tank system;
- c. Description of audible alarm system;
- d. Warranty for Convault above ground tank system;
- e. Specifications for concrete pad for storage tank.

EXHIBIT 4 Comments submitted to the Board by the following town staff: Engineering Assistant, dated 8/12/94 and 8/26/94; Building Commissioner, dated 7/21/94; Treasurer, dated 7/18/94; Health Director, dated 9/1/94; Assistant Planner, dated 7/8/94 and 8/19/94; and Town Planner, dated 7/12/94 and 9/9/94.

BOARD ACTION

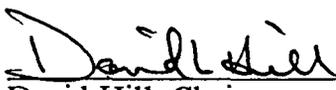
The Board finds that this Modification is consistent with the purpose and intent of the Groundwater Protection District Rules and Regulations, the Town of Acton Zoning Bylaw, and with the terms of the ORIGINAL DECISION. Therefore, the Board voted on October 24, 1994 to allow the MODIFICATION of the ORIGINAL DECISION subject to the following conditions:

1. The tank installed shall be the tank described in the application and further described in the documentation and specifications presented to the Board for a Convault above ground tank system;
2. The concrete pad upon which the above ground tank will be placed shall not feature a berm as shown. However, the concrete pad shall be designed and constructed to direct any spills which may occur during normal use of the tank (filling and routine maintenance) into the existing gas/oil separator trap catchbasins that are part of the stormwater drainage system for the site.

APPEALS

Appeals, if any, shall be made pursuant to Section 17 of the Massachusetts General Laws, Chapter 40A, and shall be filed within 20 days after the date of the filing of this decision with the Town Clerk.

Witness our hands this 24th day of October, 1994.



David Hill, Chairman



William H. Shupert III, V. Chairman



John Pavan, Clerk



Joshua Chernin



Richard Crowell

cc: Suburban Manor
Board of Health
Building Commissioner

dlib.90

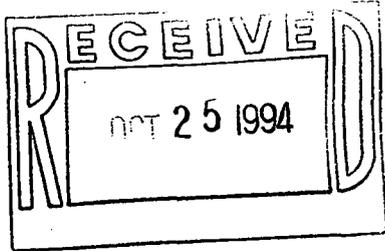
Board of Selectmen
Engineering Administrator
Town Clerk

cc: BOS



PLANNING BOARD • Town of Acton

472 MAIN STREET ACTON, MASSACHUSETTS 01720 TELEPHONE (508) 264-9636



ACTON PLANNING BOARD

Minutes of Meeting

September 26, 1994

RECEIVED & FILED

DATE October 25, 1994

Barbara Brown
for TOWN CLERK, ACTON

Planning Board members in attendance were: David Hill, Chairman; John Pavan, Clerk; Gregory Niemyski; James Lee; Richard Croswell and Joshua Chernin. Planning Board member William Shupert attended as of 8:45 PM. Assistant Planner Donna Jacobs also attended.

I Consent Agenda

Mr. Lee moved that the Board vote to approve the Consent Agenda. His motion was seconded by Mr. Croswell and passed by unanimous vote. Listed on the Consent Agenda were the following: Minutes of the 8/22/94, 9/12/94 and 9/16/94 Board Meetings; Bond Release for Audubon Hill; Ch. 61 Notification on Pannell parcel.

II Appointment, Kevin Sweeney regarding Mill Corner

Mr. Sweeney met with the Board to discuss a possible solution to the easement problem at Mill Corner. Mr. Sweeney wanted the Board's input on relocating the access in return for a sewage easement to serve Glen Berger at Exchange Hall. This option would also place the existing drain pipe within an easement which would allow for future use and repair of the drainage pipe. Board members said that this alternative sounds reasonable, but that details will need to be reviewed by Town Counsel.

Mr. Sweeney discussed the difficulty of constructing the sidewalk along Main Street and its relationship to the street acceptance process. Mr. Sweeney advised the Board that he should be able to construct the sidewalk by the end of the construction season which will be after the 10/15/94 deadline for filing street acceptance documents. He offered to give money to the Town or to contribute to the South Acton sidewalk fund in return for release of the obligation to build the sidewalk along Main Street, if the Board preferred this alternative.

III Decision, Suburban Manor Groundwater Special Permit Modification

Members discussed the proposed amendment to the Groundwater Special Permit that would allow a 2000 gallon exterior diesel fuel tank and a diesel fueled generator within the sewage treatment plant building. Mr. Croswell discussed his concerns that spillage would occur during the normal filling and maintenance of the tank. Mrs. Jacobs advised that Health Director Doug Halley said that the spillage is not likely to be more than would occur from the normal leaking of petroleum products from vehicles parked while servicing the treatment plant. Mr. Halley would like to encourage the use of this type of tank as it is far superior to any other storage tanks currently in use in Acton due to the four levels of containment

provided in the design. Mr. Crowell moved that the Board amend the draft decision to require a drain in the concrete pad under the storage tank that would be connected to the gas/oil separator catchbasin. His motion did not receive a second. Mr. Pavan moved that the decision be approved as drafted. His motion was seconded by Mr. Lee and passed by a vote of 4/1.

IV Future Scenic Road Hearings - Timing and Procedure

Board members discussed the process of approving projects on scenic roads and noted that ideally the conservation approval process should occur simultaneously rather than occurring prior to the scenic road hearing.

Board members also discussed flagging the scenic road issue at the preliminary stage when there is a preliminary subdivision plan filed. This would enable the receipt of comments during the early stages of development approval. Board members would like to encourage the use of conceptual and preliminary approval processes on all development options.

V Sidewalk on Strawberry Hill and Pope Roads, Scenic Road Hearing Follow-up

John Boardman of Lancewood Engineering described the plan amendments based on the site walk taken by the Planning Board, staff, the developer and his engineer. Board members agreed that a section of the sidewalk could be moved behind the stone wall. In addition, they determined that site changes could be made provided that no further conservation commission approval is required.

VI South Acton Village Planning Report

Board members discussed the interest three residents have shown in joining the South Acton Village Planning Committee. Members agreed that letters should be sent to each resident asking them to state why they want to join the committee, what they hope to contribute, and advising them that the plan's progress cannot be delayed due to added members at the final stages of development of the plan.

VII Kelley's Corner Plan Update

EOCD has awarded to Acton a Strategic Planning Grant under the Municipal Incentive Grants program in the amount of \$23,650 for the Kelley's Corner Plan. The Kelley's Corner Committee is working on plans for a public goal setting meeting in November.

The meeting adjourned at 9:15 PM.

dw11.26

cc: BOS



PLANNING BOARD • Town of Acton

472 MAIN STREET ACTON, MASSACHUSETTS 01720 TELEPHONE (508) 264-9636



ACTON PLANNING BOARD
Minutes of Meeting
October 3, 1994

RECEIVED & FILED
DATE October 25, 1994
Barbara Brown
TOWN CLERK, ACTON

Planning Board members in attendance were: David Hill, Chairman; Gregory Niemyski; Richard Crosswell and William Shupert III, V. Chairman and associate member Pat Halm. Planning Board members John Pavan, James Lee and Joshua Chernin were not in attendance. Assistant Planner Donna Jacobs also attended.

I Consent Agenda

No items were on the Consent Agenda.

II Public Comments

No comments from the public in attendance.

III Decision, Suburban Manor Groundwater Special Permit Modification

Members discussed the need to reconsider the previous vote of 9/26/94 because the 4/1 vote of that meeting is not sufficient to approve the modification. Special Permits require a super majority of the Board voting in favor of the permit or modification to the permit. Mr. Crosswell stated that he would vote in favor of the modification. It was agreed to schedule the item on the agenda for the next Board meeting.

IV Robbins Street Improvements

Board members discussed the proposed reconstruction of Robbins Street which would improve sight distance by lowering the grade 2'. Mr. Niemyski moved that the Board notify the developer of their approval of the plan as outlined. His motion was seconded by Mr. Shupert and passed by unanimous vote. A scenic road public hearing will be scheduled for a future meeting.

V Public Hearing, Marshall Crossing PCRC, Scenic Road & Definitive Subdivision

Mr. Hill read the hearing notice as published in the newspaper and announce that the Board does not have the required quorum to conduct a special permit public hearing. Mr. Niemyski moved that the hearing be continued to November 14, 1994 at 8:00 PM. His motion was seconded by Mr. Shupert. Mr. Peabody said that he would grant the Board an extension of time to file the decision with the Town Clerk until 12/14/94. The motion was approved by a vote of 4/0.

VI South Acton Village Planning Report

Mr. Shupert reported that the SAVPC has been meeting with town staff to receive their input on the draft village plan. The Committee will hold a public meeting on 10/20/94 to discuss the draft plan. Another meeting has been scheduled for 11/15/94 and invitations have been sent to all property and business owners who may be affected by the proposed zoning amendments.

VII Kelley's Corner Plan Update

Mr. Crosswell reported that the Committee will meet again on 10/31/94 at 7:30 AM. A subcommittee has been formed and charged with the responsibility of developing the plans for the goal setting meeting to be held on 11/17/94. The RFP is being delayed because EOCD has advised that it must comply with the requirements of the Uniform Procurement Act. It is estimated that at least two more weeks will be needed before the RFP is completed. This delay in issuing the RFP will result in a delay in hiring the consultant; however, the Committee hopes to have the consultant hired in time to observe the goal setting meeting on 11/17/94.

The meeting adjourned at 8:05 PM.

dw11.71

TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION
TOWN MANAGER'S OFFICE

DATE: October 24, 1994

TO: Nancy Tavernier
Betty McManus

FROM: Don P. Johnson, Town Manager

SUBJECT: Soft Second Loan Program

Ms. Lois Gates from EOCD called this morning and had to speak with someone right away (today) concerning our application under the subject program. We tried to reach Betty and Peter Berry but were unsuccessful. I spoke with Nancy and then called EOCD myself. This memo is intended to brief you of my discussion and ask you to follow-up further.

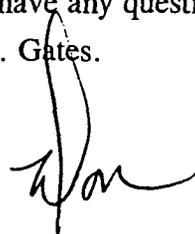
Ms. Gates informed me that the Soft Second Loan Program cannot be used in connection with the LIP program and, in addition, our application was incomplete. After talking that issue out, I asked her if we were still in the running to get in the program or whether we had to wait and file again next year. Her answer was that she would have to talk with her supervisor for an answer.

I asked her to do what she could to keep our application alive and assured her that we would have someone call as soon as they were available. (I presume that someone is Betty.) The big areas of deficiency in our application are:

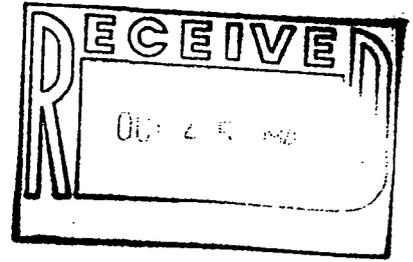
- We need to specify our participating bank.
- We need to submit our Marketing Program.

Ms. Gates' phone number is (617) 727-7824. If you have any questions please give me a call. Otherwise, please be sure that someone contacts Ms. Gates.

cc: Board of Selectmen



cc: BOS



Board of Selectmen
Town Hall

October 25, 1994

"Shopping mall slated for auto auction site", the lead headline on the October 20 Beacon made me want to throw up. Here we go again.

It wasn't many years ago another developer decided to "do great things for Acton" and, in spite of the uproar of objection from planners, business advisers, environmentalists, and the general citizenry of Acton, built a pre-doomed shopping mall at the corner of Piper Road on Route 2. A complex (not to mention expensive) traffic pattern was constructed, complete with ugly traffic lights, the beauty of the area was destroyed, and the mall was built. A grand total of two businesses moved in, as you will remember, and both went down the drain within a few months. Fortunately, at that time we had Digital Equipment to take the space and use it for inconspicuous, lightly trafficked offices, making the best of the devastation.

Now, it seems, another big-hearted developer - this one from Miami - wants to bring us more of the same kind of beneficence and on the same strip of Route 2. This developer "visions attracting upper end quality stores of the likes of T.J. Max and Filene's Basement". That irony is so blatant, it doesn't have to be spelled out. We no longer have Digital to minimize the damage. Even worse, this proposed project is likely to succeed.

Route 2 has been one of the most beautiful highways in Massachusetts. Commercializing it with shopping malls and increased traffic and traffic light congestion would be sacrilegious. WE MUST NOT LET THIS HAPPEN TO ACTON!!

Evelyn Olschewski
77 Nagog Hill Road
Acton, MA 01720

263-3673

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

October 21, 1994

Linda S. Duvel, President
Friends of the Acton COA
P.O. Box 2006
Acton, MA 01720

Dear Ms. Duvel:

I have been remiss in expressing our appreciation for the gift you recently forwarded for use at the Senior Center. The Board of Selectmen accepted these monies with the clear assurance that they will be used in accordance with the terms of your letter of October 31, 1993.

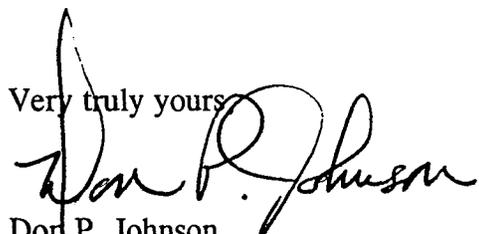
Your support remains vital to the COA and its programs. The Selectmen realize this and wish to acknowledge the important part that you play in the delivery of services to Acton's elderly.

I am sure that you share the joy that we all feel, now that we have finally occupied this dream of so many years. We are still working out some of the "first year" problems. Even so, I find this new building to be a wonderful facility for the citizens of Acton. On the occasions when I have been able to visit, I have been absolutely thrilled to see and chat with friends of many years and hear from them just how well this Center has been received.

We truly appreciate the help that you give and have given us in supporting the programs and services of the Council on Aging. At a time when communities in the Commonwealth are experiencing extreme financial pressures you have stepped forward and helped us accomplish a project that some thought we might not be able to do. I might add that it has been accomplished in fine style, too.

Thank you again for your support. We look forward to working with you in the future.

Very truly yours,


Don P. Johnson
Town Manager

CC: Council on Aging
Board of Selectmen
Carol Lake

DPJ:171

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

Don P. Johnson
Town Manager

October 21, 1994

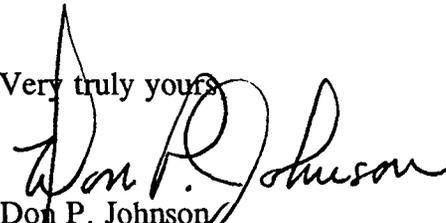
Mrs. Thomas Motley
119 School Street
Acton, MA 01720

Dear Mrs. Motley:

We are in receipt of your kind offer to gift the Town of Acton with the wetlands property known as "the Goosey" at 114 School Street. Your letter has been distributed to the appropriate departments for recommendations that will be forwarded to the Board of Selectmen. I expect to receive the reports of these agencies over the next several weeks and will advise you of the Selectmen's response as soon as we are able to place this matter on their agenda.

In the meantime, I am sure that I speak for the Selectmen in expressing their appreciation for this generous offer.

Very truly yours,


Don P. Johnson
Town Manager

cc: Board of Selectmen

DPJ:168

TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION
TOWN MANAGER'S OFFICE

DATE: October 25, 1994

TO: Dick Howe
FROM: Don P. Johnson, Town Manager
SUBJECT: Illegal Dumping

I notice that some particularly caring and environmentally sensitive person(s) has dumped a kitchen stove at end of the cul-de-sac on Nagog Park. Please have someone retrieve it and take it to the Transfer Station before others decide that this is cheaper than doing it the right way.

Thanks,



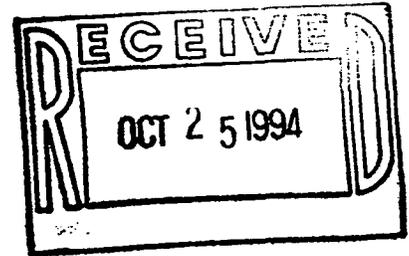
cc: John Murray

cc: BOS - FYI

CC: BOS

CABLEVISIONSM

October 21, 1994



Norman D. Lake, Chairman
Board of Selectmen
Town of Acton
472 Main Street
Acton, MA 01720

Dear Chairman Lake:

Thank you for your letter of October 11, 1994.

Cablevision is responding to assure you that it is cognizant of its obligations to the Town of Acton. The company has and will continue to meet its commitment to the Town.

My correspondence of September 27, 1994 was meant to inform the Selectmen of our intention to bring cable to the Merriam School even though it exceeded our license requirement. We realize that going beyond our commitments in one area of the license does not release us from other obligations.

If I have gone beyond the provisions of the license by reaching an agreement with the School Department rather than the Selectmen as Issuing Authority, I wholeheartedly apologize.

If our planned course of action is not amenable to the Selectmen, please let me know immediately so that we follow the letter of the license and the proper procedure.

In closing, I hope I have addressed your concerns.

Yours truly,

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

David A. Green
Assistant General Manager

DAG/cac

TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION
TOWN MANAGER'S OFFICE

DATE: October 21, 1994

TO: Tom Tidman
Dean Charter
David Abbt
Brian McMullen

FROM: Don P. Johnson, Town Manager

SUBJECT: 114 School Street Land Offer

The attached note from Ms. Barbara Motley is self-explanatory. Please review this offer and send me your comments and recommendations. When your responses are all in I will send the package to the Board of Selectmen with a recommendation.

I would appreciate your reports by Thursday, November 3, if possible.



cc: Board of Selectmen

10/19/9

MRS. THOMAS MOTLEY
115 SCHOOL STREET
ACTON, MA 01720

Board of Selectmen
Town of Acton.

Greetings:

I own a small piece of wetlands
across the street from my house and
I am writing to ask if you would
consider taking it as a gift to add
to the town's conservation lands?

My husband and I bought it many
years ago, before the wetlands act, to save
it from being drained and built on. For

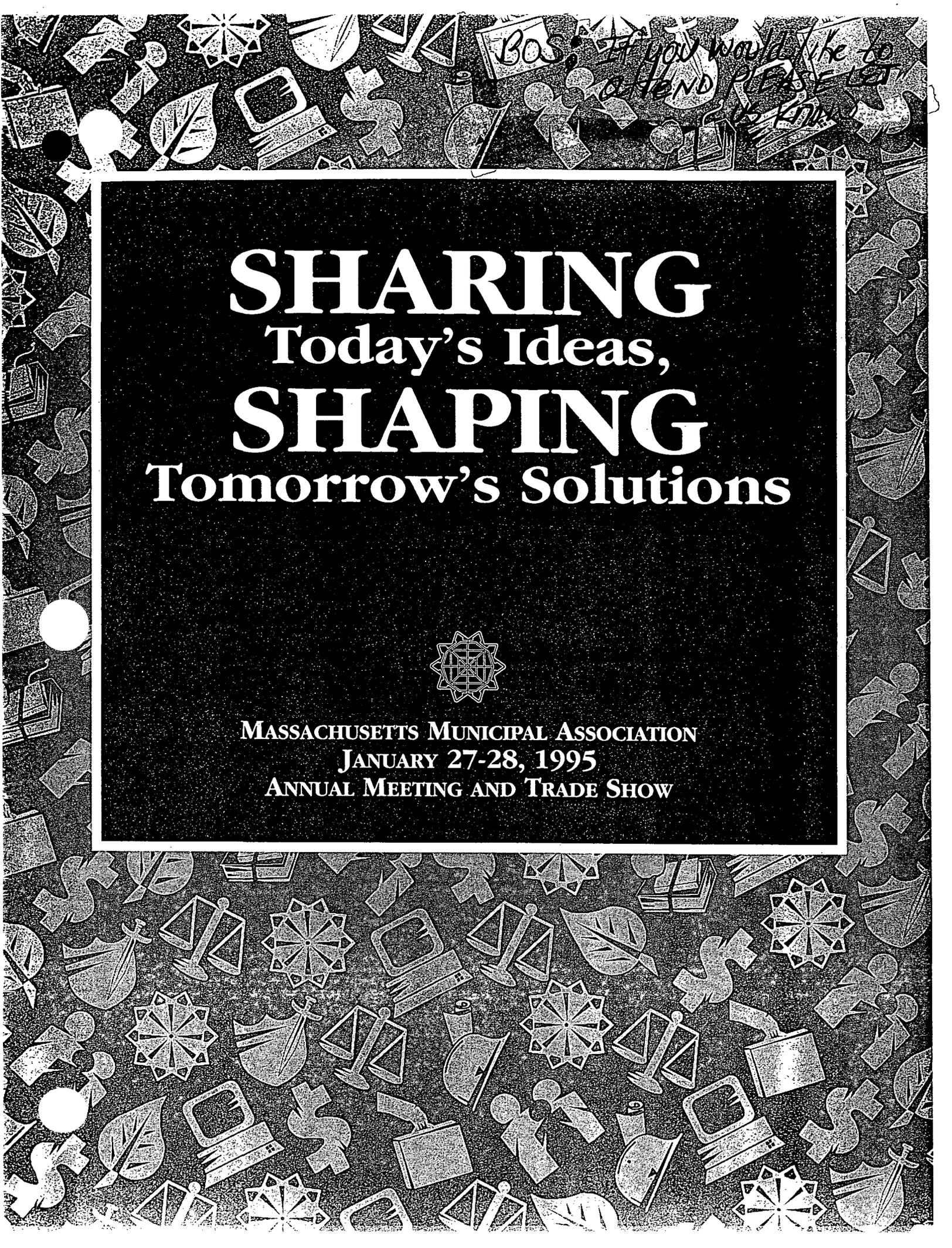
Many years all the children in the area
learned to skate on "the Gorvey" as it
was called in town lore. Now that there
are many recreational facilities in town
its' seldom used except by ducks and
frogs etc.

It is parcel 1D-43-74 at 114 School
St. Acreage 0.729 ac. Class 132
Book Page 07618-0152.

Hoping you will consider this
offer from a long-time resident.

I am yours sincerely

Barbara Motley



BOS: If you would like to attend please let us know

SHARING Today's Ideas, SHAPING Tomorrow's Solutions



MASSACHUSETTS MUNICIPAL ASSOCIATION
JANUARY 27-28, 1995
ANNUAL MEETING AND TRADE SHOW

Dear Fellow
Local Official



You are to be congratulated for your outstanding work over the past year. Cities and towns are still facing many challenges, especially the task of providing a high level of services during tough fiscal times. But we can say that municipal government has made progress toward restoring a measure of fiscal stability, and our effort to rebuild a partnership with the commonwealth has brought us some real results.

Working with local leaders, the MMA has advanced key priorities: an agreement by the state to return 100% of lottery proceeds; \$43 million more in lottery aid for fiscal 1995; meaningful Cherry Sheets issued earlier than any year since 1989; and passage of a record \$300 million bond bill to improve local roads.

These advances have been tempered somewhat by problems caused by the new school finance law. We are certainly committed to improving the quality of public education, but we must maintain a balance with other municipal services. The MMA will continue to work hard to improve the law and demand increased sensitivity to the needs of cities and towns.

As we look ahead, it is my pleasure to invite you to take part in the MMA's 16th Annual Meeting and Trade Show — an opportunity to learn from each other and set a common agenda that will strengthen our communities.

Together, we can make a difference all across Massachusetts — by sharing the ideas that local leaders are putting in action today, and by shaping a common vision that will build a stronger future for cities and towns.

Our Annual Meeting is an important part of this collective effort. Mark the dates on your calendar, register today, and help us continue our progress.

Warm Regards,
Brian Bullock
Town Manager, Holden
President, MMA

SHARING Today's Ideas, SHAPING Tomorrow's Solutions

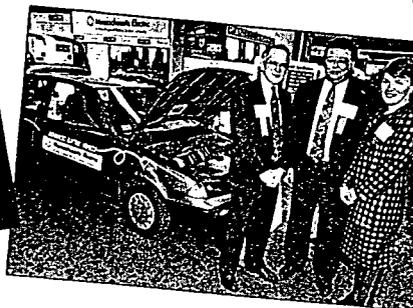
Municipal government, the level of government that has the greatest and most direct impact on residents' lives, is facing new expectations, realities, challenges and opportunities. Just consider these top priorities for local leaders across the state: keeping the local economy healthy; meeting the increasing demand for public safety services; dealing with the complications of school finance reform; keeping up with the latest developments in technology; and delivering the broad range of public programs that residents expect, all within strict budget constraints.

The MMA's Annual Meeting is an opportunity for local government leaders to share the ideas they are implementing to address today's priorities — and to shape the strategies necessary to face future challenges. Participants will hear dynamic speakers, take part in lively workshops, gain the latest information on municipal issues, see the latest products and services available to meet municipal needs, and have countless opportunities to network with their peers and colleagues.

As the voice for Massachusetts cities and towns for the past 16 years, the MMA is in a unique position to address issues that make a difference, each and every day, in residents' lives. Over the years, the MMA Annual Meeting and Trade Show has grown to accommodate the needs of different constituencies and different challenges.

Highlights of the MMA's 16th Annual Meeting:

- More than 30 informative workshops will offer expertise on how to improve your community's governance, addressing such topics as the school finance law, economic development tools, domestic violence, the information superhighway, and hiring municipal executives.
- The MMA's Annual Business Meeting will set the agenda for the coming year. Members will vote on study committee proposals for new and updated policies.
- The Trade Show is *the* marketplace for the latest products and services tailored to municipal needs. More than 100 vendors will be on hand to display their products and meet with local officials in an informal setting.
- Annual business meetings will be held for MMA constituent groups: selectmen, mayors, managers, councillors and finance committee members.
- Once again, MMA members will enjoy the luxury and comfort of one of Boston's finest hotels at reasonable rates. The Boston Marriott Hotel-Copley Place is offering double- and single-occupancy rooms for only \$84 per room per night. For more details see the hotel reservation form in this brochure.





Schedule for 1995 Annual Meeting

Friday, January 27

8:00 a.m.-6:30 p.m.	Conference Registration
10:00-11:00 a.m.	Opening Session <i>Keynote Speaker: TBA</i>
11:00 a.m.-7:00 p.m.	Municipal Trade Show
11:30 a.m.-2:00 p.m.	Trade Show Luncheon Buffet
12:00-1:30 p.m.	WEMO Lunch*
2:00-3:30 p.m.	Concurrent Workshops →
3:45-5:00 p.m.	Special Plenary Session
5:00-6:00 p.m.	Trade Show Reception
7:15-10:00 p.m.	Banquet Dinner*

Concurrent Workshops

- Current Trends in Municipal Finance – A DOR Perspective
- Getting Along With Chapter 30B – How to Turn it to Your Advantage
- Personnel Issues: Are You At Risk?
- When Can Management Make Changes Without Bargaining?
- School Finance Law: A Review of the Basics
- Opportunities and Dilemmas for Women Municipal Officials in the 1990s
- Responding to Diversity Issues in Our Communities
- Environmental Law Update
- Cutting-Edge Economic Development Tools
- Making GIS Work in the Real World
- Sexual Abuse and Molestation/ Employment Practices Liability
- Understanding State and Federal Transportation Issues

Key to Workshop Codes

Legal Issues	Finances/Taxes	Insurance
Education	Community/Social Issues	Personnel and Professional Issues
Environment	Technology/Administration	Economic Development/Planning

Saturday, January 28

7:30 a.m.-3:00 p.m. Municipal Trade Show

7:30-10:00 a.m. Farm Stand Breakfast

8:00 a.m.-5:00 p.m. Conference Registration

8:30-9:45 a.m. Business Meetings for Constituent Associations: Massachusetts Municipal Management Association, Massachusetts Mayors' Association, Massachusetts Selectmen's Association, Massachusetts Councillors' Association, Massachusetts Association of Town Finance Committees

10:00-11:50 a.m. MMA Annual Business Meeting

11:30 a.m.-2:00 p.m. Trade Show Lunch Buffet

11:50 a.m.-noon MMA Board of Directors Meeting, Election of Leadership

noon-2:00 p.m. MIA Luncheon and Business Meeting**

2:15-3:45 p.m. Concurrent Workshops

4:00-5:15 p.m. Concurrent Workshops

6:00-6:30 p.m. Presentation of Awards for Municipal Innovation and Town Report Contests

6:30-7:30 p.m. Presidents' Reception

7:30-9:30 p.m. Annual Banquet

*at an additional fee
**MIA members only

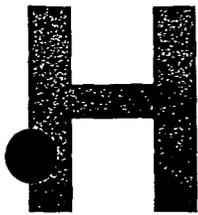
Concurrent Workshops

-   Finances and Management of the Budget: The Role of the Finance Committee
-   Solving Revenue Shortages With Bulk Sales of Tax Liens
-   Municipal Construction Responsibilities: Prevailing Wage Hearings, Certified Weekly Payrolls, Municipal Bid Process and Protest
-  Selecting Municipal Executives: Putting Candidates to the Test
-  Municipal Law Update: How to Stay Out of Trouble
-  Domestic Violence: How Local Officials Can Respond
-   Federal and State Health Care Reform: How Are Municipalities Impacted?
-   The Home Rule Authorities of Municipalities
-  Making Communities Work in Massachusetts - EOCD and Economic Development

Concurrent Workshops

-   Organization of Municipal Finance Departments
-   How to Hold an Error-Free Municipal Hearing
-   Labor Relations Update: What Municipal Leaders Must Know
-   Litigation Exposure for Municipalities Without Tobacco Control Standards
-   School Finance Law: Adding Up the Numbers
-   Projecting the Demographic Landscape: Implications For Your Community
-  Recruiting and Retaining Business in Massachusetts Communities
-   Revenue Enhancement through Technology
-  Making Sure the Information Superhighway Comes to Your Community
-   Public Works Concerns and Financing

All workshops subject to change



Massachusetts Municipal Association 1995 Annual Meeting & Trade Show

Boston Marriott Hotel-Copley Place January 26-28, 1995

The Boston Marriott Hotel-Copley Place is the flagship hotel of the 1995 MMA Annual Meeting and Trade Show. All MMA-sponsored activities will take place in the hotel complex.

The Boston Marriott Hotel-Copley Place provides deluxe accommodations in the heart of Boston's Back Bay, situated near the theater district, the Public Gardens, and the boutiques and restaurants that line Boylston and Newbury streets. And of course there is direct access from the hotel to the shops and attractions of Copley Place itself, and an enclosed walkway to the Prudential Center.

The MMA has negotiated special room rates at the Boston Marriott Hotel-Copley Place of \$84 per room per night for all Annual Meeting participants; this rate is the same if two people share one room. Triple occupancy is available for an additional \$20 charge. Use this form to register directly with the hotel, not the MMA. The following conditions apply:

- All reservations will be honored on a first-come, first-served basis and are subject to availability.
 - You must make your room reservations by January 5th to be eligible for the special MMA rates.
 - A deposit of \$84 per room must accompany each reservation. Room tax will be added to your final bill.
 - Cancellations must be made at least 72 hours before your stated arrival time.
 - If you do not arrive on your stated arrival date, you will lose your deposit and the hotel will cancel the rest of your reservation.
 - Hotel check-in is after 4 p.m.; check-out is by noon. Baggage storage space is available if you arrive before check-in time.
- Please use a separate Hotel Reservation Form for each room you wish to reserve.

HOTEL ROOM RESERVATION FORM

I wish to reserve one room for (check one):

- Single Occupancy
- Double Occupancy (two people, one bed)
- Twin Occupancy (two people, two beds)
- Triple occupancy (three people, roll-away beds)

For the following nights (check as many as apply):

- Thursday, January 26
- Friday, January 27
- Saturday, January 28

At the rate of \$84 per night (\$20 more for triple occupancy) plus tax.

I have enclosed a deposit of \$84, payable to The Boston Marriott Hotel-Copley Place.

<i>Signed</i>	<i>Date</i>	
<i>Name (please type or print)</i>	<i>Telephone</i>	
<i>Mailing Address</i>		
<i>City or Town</i>	<i>State</i>	<i>ZIP</i>
<i>Sharing room with</i>		
<i>Arrival Date</i>	<i>Arrival Time</i>	<i>Departure Date</i>

- Please confirm my reservation.

For your special MMA room rate, please mail this form with a deposit of \$84 to:

**The Boston Marriott Hotel-Copley Place
110 Huntington Avenue, Boston, Massachusetts 02116**

CC: BOS -

THIS PACKET WAS SENT TO BOS
REGARDING PROPOSAL FOR AUTO AUCTION PROPERTY.

TABLE OF CONTENTS

DEVELOPMENT DESCRIPTION

SITE LOCUS MAP

SITE PLAN

ISSUES - SEWER

ISSUES - TRAFFIC

PROPONENT COMMITMENT

ROSEN ASSOCIATES

ACTON CONTACTS



MEMORANDUM

TO: All Concerned Parties

FROM: Rosen Associates, Inc.

DATE: October 17, 1994

**SUBJECT: PROPOSED ACTON RETAIL
DEVELOPMENT DESCRIPTION**

The following will outline the description of the proposed development at the Adessa Auto Auction site in Acton.

- The proposed development will consist of a high quality Specialty Retail Shopping Center. Tenant mix will be comprised of recognized regional or national retailers selling high quality retail oriented products. "Category oriented stores", i.e., Sport Authority, Office Max, Staples, Bed Bath and Beyond, Linens N' Things, TJ Maxx, Filenes, would exemplify the tenant types. Although, these retailers are not actual tenants or have even expressed interest in the proposed shopping center, we believe that they are representative of the type of retailer which will occupy the center.
- The size of the Shopping Center will vary based upon the different development scenarios now being considered. We are in the extremely preliminary conceptual stages of investigation into traffic impacts and design. However, we believe that the center will be a ground level retail center with approximately 400,000 square feet of retail space.
- In conjunction with the development of the shopping center, we hope to provide approximately 170,000 gallons per day of sewage treatment to the Town of Acton. The soils at the site appear to be suitable for the construction of a sewage treatment plant, which would be available to service the shopping center and assist in facilitating a solution to the sewer needs of the community.
- Vanasse, Hangen & Brustlin, Inc., has been engaged to conduct a comprehensive traffic analysis. Within the next few weeks, the study shall be complete and we will communicate it directly to The Town and interested parties. It is our intention to mitigate all traffic impacts caused by the shopping center, as well as attempt to assist The Town in mitigation of its existing traffic problems.

- Our goal is to communicate effectively and we welcome all comments that will permit us to create a project that meets the community needs. We sincerely look for your support and hope that we will be able to present our rezoning proposal to the entire town at the Annual Town Meeting in April.

CDR/so(acton)

ISSUE: NEIGHBORHOOD SEWER ISSUES

- The town has identified a need to treat a total of approximately 170,000 gallons/day of sewage.

ISSUE: SITE RELATED SEWER IMPACTS

- Total site related flow is approximately 25,000 gallons/day.
- A sewage treatment plant will be constructed for the project.
- Rosen Associates is committed to providing additional plant capacity to aid the town in solving its sewer problems.
- The completed plant would be donated to the town.

* Information provided by Vanasse Hangen Brustlin, Inc., 101 Walnut Street, Watertown, MA 02172

ISSUE: NEIGHBORHOOD TRAFFIC IMPACTS

- No direct connection to Piper Road.
- Eliminate cut-through traffic on Hosmer Street.
- Provide pedestrian access to the site.

ISSUE: REGIONAL TRAFFIC IMPACTS

- Address through traffic capacity of Route 2.

ISSUE: SITE-RELATED TRAFFIC IMPROVEMENTS

- Provide site drive off of Hosmer Street.
- Restrict through access to Hosmer Street south of project site drive (maintain emergency vehicle access to residential areas).
- Widen Route 2 in advance of Piper Road/Taylor Road to provide three through lanes at the intersection.
- Accommodate westbound project traffic by constructing a U-Turn on Route 2.

* Information provided by Vanasse Hangen Brustlin, Inc.; 101 Walnut Street; Watertown, MA 02172.

PROPONENT COMMITMENT

Rosen Associates welcomes the opportunity to be part of the Acton community. We understand through our successful project experience, the need to respond to and work with the community to solve and address issues. Through successful partnering with the town, and our project team, we are committed to providing our resources to create a project we all can be proud of.



ROSEN ASSOCIATES

Clifford D. Rosen
President, CEO

Noral, Inc., a Florida corporation d/b/a Rosen Associates is a real estate development, brokerage and management corporation that began providing services in Miami, Florida in 1955. During the past ten years, Rosen Associates has orchestrated the development of projects for regional and national tenants such as Barnett Bank, Burger King, C&S Bank, Dollar General, Eckerds, Fridays Restaurants, Heilig-Meyers Furniture Company, International House of Pancakes, Just for Pets, Kroger Stores, McDonalds, Payless Shoes, Publix Supermarkets, Reed Drugs, Revco, RiteAid, Sports Authority, Sun Bank, Taco Bell, Tire Kingdom, University of Miami, Walgreens, Winn Dixie and 7-11 Stores. In the course of developing these projects, Rosen Associates has established a proven ability to meet scheduling and budget goals.

Clifford D. Rosen began his career with Rosen Associates in 1973. In the intervening twenty-one years Mr. Rosen has gained experience in virtually every aspect of the real estate industry and commercial development; including, project conceptualization, contracting and supervising the engineering and design disciplines, shepherding zoning and site plan approvals, permitting, contracting and managing construction, budgeting, financing, leasing, marketing, and on-going property management. Today, Mr. Rosen serves as president and CEO of Rosen Associates.

Under Mr. Rosen's leadership, Rosen Associates has expanded out of its traditional market in the Southeastern United States to include commercial retail projects in New England. Rosen Associates is currently in the process of developing more than 1,600,000 square feet of retail space in the highly-competitive metropolitan Boston market, primarily as "Power Shopping Centers" featuring tenants such as Comp USA, Discovery Zone, F&M Distributors, The Gap, Home Place, K-Mart, MVP Sports, OfficeMax, etc. Mr. Rosen attributes this success to his hands-on-management style and his commitment to straightforward communication with all parties, and to the complement of top-rated engineers, architects, environmental assessment professionals and legal counsel which Rosen Associates has assembled to assist in its development efforts.

Rosen Associates, and its expanded team of professionals, appreciate a quality environment and so strive to harmonize the requirements of development with a respect for the natural topography, existing landscape and adjacent surroundings. Using creative, conservative site and architectural design, the projects developed by Rosen Associates are both financially sound and responsive to the environmental needs of the communities in which they are located.

Attached is a summary of the development projects which Rosen Associates has completed.

PROJECTS COMPLETED BY ROSEN ASSOCIATES

Biscayne 39 Office Building	42,000 SF	Miami, FL
Flagler Plaza	22,000 SF	Miami, FL
Greenbriar Apartment Complex	300 units	New Smyrna Beach, FL
International House of Pancakes	14 locations	Florida
International City Office Building	54,000 SF	Miami Springs, FL
Kendall Lakes Office Building	45,000 SF	Miami, FL
KRZ Shopping Center	18,000 SF	North Miami Beach, FL
LeJeune Plaza	8,000 SF	Miami, FL
Lennar Center Office Building	90,000 SF	Miami, FL
Manchester Run Shopping Center	70,000 SF	Manchester, NH
Northwood Shopping Center	65,000 SF	Jackson, MS
Olympiad Health Club	36,000 SF	Boca Raton, FL
Olympiad Health Club	46,000 SF	West Palm Beach, FL
Pinar Plaza	70,000 SF	Orlando, FL
Professional Arts Center	90,000 SF	Miami, FL
Red Road Shopping Center	25,000 SF	Miami, FL
Ro-Bro Shopping Center	15,000 SF	North Palm Beach, FL
Ro-Sun Shopping Center	12,000 SF	Miami, FL
Romark Office Building	55,000 SF	Ft. Lauderdale, FL
Ronan Shopping Center	23,000 SF	North Miami, FL
Sawyers Schools	3 technical training schools	Tennessee, NJ
Shallowford Falls	107,000 SF	Atlanta, GA
Shoppes of Athens	50,000 SF	Athens, GA
Shoppes of Wekiva	67,000 SF	Seminole County, FL
The Crossing	110,000 SF	Dade County, FL
Tiller Walk	50-acre development, 58 luxury homes	Atlanta (Buckhead), GA
Tire Kingdom	5 locations	Florida
Tucker Square	83,000 SF	Atlanta, GA
Village Green Shopping Center	200,000 SF	West Cobb County, GA
Village Green	12,000 SF	Miami, FL

ACTON CONTACTS

<u>NAME</u>	<u>COMPANY</u>	<u>ADDRESS/PHONE</u>
Clifford Rosen, President	Rosen Associates, Inc.	215 S.W. Lejeune Road Miami, Florida 33134 (305) 446-5663
Timothy Baird, Project Manager	Rosen Associates, Inc.	312 Walnut Street, Suite 1151 Cincinnati, Ohio 45202 (513) 241-6032
Kay Fletcher, Regional Property Manager	Rosen Associates, Inc.	5600 Roswell Road, #340 East Atlanta, Georgia 30342 (404) 252-8551
Lou Levine, Esq.	D'Agostine, Levine & Gordon	268 Main Street Acton, Massachusetts (508) 263-7777
James Fuda, Director of Land Dev.	Vanasse, Hangen, Brustlin	101 Walnut Street P.O.Box 9151 Watertown, MA 02272 (617) 924-1770
Bill Roache, Vice President	Vanasse, Hangen, Brustlin	101 Walnut Street P.O.Box 9151 Watertown, MA 02272 (617) 924-1770

Acton - Boxborough Cultural Council

				Thru
<i>Chair;</i>	Kay Rosenberg Hartung	14 Cherry Ridge Road	263-3464	1995
	Catherine Christensen	310 Liberty Square Rd (Box)	263-7497	1994
	Jackie Clement	1 Heather Hill Road	263-6036	1996*
	Gail Erwin	15-1 Appleridge Rd (Maynard)	897-2826	1994
	Kathryn Garcia	18 Juniper Ridge Road	266-1731	1995*
	Carol Geist	933 Liberty Square Rd (Box)	266-1432	1994
	Emily Johnson	56 Benjamin Drive (Box)	266-1458	????
	Linda Kroll	483 Hill Road (Box)	263-5461	1994
	Susan Richmond	17 Gioconda Avenue	635-9992	1995*

Acton - Boxborough Regional School Committee

			Work Phone	Thru
<i>Chair;</i>	Stephen Aronson	236 Newtown Road	263-6608 (508) 263-6608	1996
	Jean Butler	144 School Street	263-0108 (508) 263-0108	1996
	Pam Harting-Barrat	27 Oneida Road	263-0741 (508) 537-0956	1997
	Linda Kroll	483 Hill Rd. (Box)	263-5461	1996
	Rick Sawyer	42 Quaboag Road	263-2840 (617) 736-3550	1995
	Lees Stuntz	27 Central Street	263-4529 (508) 287-0070	1997
	Mary Anne Vogel	831 Depot Rd. (Box)	263-8957 (617) 455-3830	1995
	Donald Wheeler	139 Picnic Rd. (Box)	263-9620 (508) 294-6425	1997
	Alice Williams	5 Horseshoe Drive	263-0183 (617) 523-2999	1995

Acton Public Schools Committee

			Work Phone	Thru
<i>Chair;</i>	Alice Williams	5 Horseshoe Drive	263-0183 (617) 523-2999	1995
	Stephen Aronson	236 Newtown Road	263-6608 (508) 263-6608	1996
	Jean Butler	144 School Street	263-0108 (508) 263-0108	1996
	Pam Harting-Barrat	27 Oneida Road	263-0741 (508) 537-0956	1997
	Rick Sawyer	42 Quaboag Road	263-2840 (617) 736-3550	1995
	Lees Stuntz	27 Central Street	263-4529 (508) 287-0070	1997

Aging, Council on

(All one year appointments until 6/30/95)

				Thru
<i>Chair;</i>	Roy Trafton	25 Birch Ridge Road	263-2052	
	Peggy Erlanger	71 Concord Road	263-5313	*
	Constance Krea	93 Concord Road	263-7253	
	Warren Donovan	5 Whittier Drive	263-2266	*
	Margaret Beddoe	18 Brewster Lane	263-2807	
	Angeline Conn	25 Brewster Lane	263-4225	
	Juliana Kennedy	39 Spruce Street	263-0599	*
	James Parker	371 Central Street	263-2527	*

Appeals, Board of

				Thru
<i>Chair;</i>	Duncan Wood	9 Brucewood Lane	263-3682	1997
<i>(Clerk)</i>	Stephen K. Crockett	221 Pope Road (Concord)	369-6253	1996*
<i>(Assoc.)</i>	Janet Clark	291 School Street	263-0862	1997
	Nicholas Miller	30 Taylor Road	263-4251	1997
<i>(Alt.)</i>	Beatrice Perkins	4 Spring Hill Road (Concord)	369-7726	1994
<i>(Voting Assoc)</i>	Peter Berry	39 Faulkner Hill Road	264-0265	1997*

<i>Assessor's, Board of</i>				Thru
<i>Chair;</i>	James Kotanchik	48 Nash Road	263-9381	1996
	Donald Rhude	7 Fernwood Road	263-5823	1996
	David E. Brown			1997

<i>Cable Advisory Committee</i>				Thru
	Alfred A. Weissensee			1996
	Sharon B. Ingraham			1996
	Leslie S. Hogan			1996
	Laura C. Hirsch			1996
	Michael B. Granat			1996
	John Covert			1996
	James S Shelton			1996
	Henry J. Hogan III			1996*

<i>Cemetery Commission</i>				Thru
<i>Chair;</i>	Edward R. Bailey	365 Central Street	263-7084	1997
	Brewster Conant	562 Main Street	263-2090	1996
<i>(Sec'y)</i>	Walter E. C. George	87 Concord Road	263-3132	1995

<i>Charlotte Goodnow Fund Trustees</i>				Thru
	Mabel Grekula	52 Taylor Road	263-2526	1997
	Frances S. Moretti	62 Alcott Street	263-4363	1995
	Shirley Towle	33 Nagog Hill Road	263-7896	1996

<i>Conservation Commission</i>				Thru
<i>Chair;</i>	William M. Hill	55 Concord Road	263-1486	1997
<i>Vice-Ch.;</i>	Morene Bodner	310 Nagog Hill Road	263-8958	1997
	John Chalmers	16 Piper Road	263-7255	1994
	Linda McElroy	8 Valley Road	263-1579	1996
	Peter Shanahan	128 Nonset Path	263-4857	1996*
	Andrew Shehan	29 Martin Street	635-0967	1995*
	Ann Shubert	37 Alcott Street	263-9184	1995
	Andrew Durham	49C Parker Street	263-2718	1997

<i>Disabilities, Commission on</i>				Thru
	Donna W. Whalen			1995
	Carol F. Stimmel			1996
	Joanne L. Dillon			1996
	Mary C. Billingsley			1996

Elizabeth White Fund Trustees

Thru

Cornelia O. Huber	50 Seminole Road	263-5483	1995
Edwin Miller	95 Concord Road	263-4089	1997
John J. Powers	27 Brewster Lane	263-0756	1996

Finance Committee

Work Phone

Thru

<i>Chair;</i>	John Rogers	14 Sawmill Road	263-8556	(508) 467-7957	1995
<i>Vice Ch.</i>	Sharron Gaudet	119 Nonset Path	263-7356	(508) 263-1092	<u>1994</u>
	Sidney Johnston	51 Quaboag Road	635-0127	(508) 493-6526	<u>1994</u>
	Herman Kabakoff	27 Robinwood Road	263-5598	(401) 739-7878	<u>1996</u>
	Paul Kohout	99 Drummer Road	264-4284		1996
	Kirwan Morgan	18 Stoneymeade Way	263-6565	(617) 743-6700	1995
<i>(Clerk)</i>	Elliot Whitney	5 Rose Court	263-2057	(508) 474-3516	???
	David Steinhilper	2 Hillcrest Drive	263-4792		<u>1994</u>

Fireman's Relief Fund Trustees, Acton

Thru

William Klauer	70 Piper Road	263-4221	1996
Allen H. Nelson	32 Parker Street	263-4506	1997
Walter W. Sprague	3 North Street	263-2724	1995

Fireman's Relief Fund Trustees, West Acton

Thru

Edward Bennet	135 Hayward Road	263-3520	1997
Frederick A. Harris	124 Prospect Street	263-5374	1995
Malcolm S. MacGregor	72 Robbins Street	263-9286	1996

Fort Devons Re-use Task Force

Thru

Marilyn Wolfson, Indefinite appointment
Carol Place, NO APPOINTMENT SLIP
George Neagle, NO APPOINTMENT SLIP
Mark Donohoe, NO APPOINTMENT SLIP
John Ekberg, NO APPOINTMENT SLIP

Health, Board of

Thru

<i>Chair;</i>	William McInnis	11 Woodchester Drive	635-9802	1995
	Cordelia Alfaro	306 Old Stone Brook	263-6985	<u>1994</u>
	Jonathan Bosworth	29 Main Street	264-0584	<u>1995</u>
	Mark Conoby	5 Samuel Parlin Drive	263-0233	1996*
	Peter Vaillancourt	17 Woodbury Lane	264-4010	1997
	Cindy Patton			1997

<i>Historical Commission</i>				Thru
<i>Chair;</i>	Anita Dodson	377 Central Street	263-7081	1996
	William Klauer	Piper Road		1996
	Robert Rhodes Jr.	4 Puritan Road	897-6001	1997
	David Harris Jr.	40 Oneida Road	263-9183	1995*
<i>(Assoc.)</i>	Victoria Beyer	1 Harvard Court	263-2259	1995*

<i>Historic District Commission</i>				Thru
<i>Chair;</i>	Anne Forbes	25 Martin Street	263-2227	1997
<i>Vice Ch.;</i>	Christopher Dallmus	3 Wood Lane	635-9169	1997*
	Joan Gates	10 Wood Lane	263-7630	1996
	Michaela Moran	80 School Street	263-0216	1995
	Whit Mowrey	149 Central Street	263-5543	1995
	Sandra Schmidt	285 Arlington Street	263-1639	1996
<i>(Alt.)</i>	Michael Lynch	165 Parker Street	897-7014	1996
<i>(Alt.)</i>	Thomas Peterman	16 Hosmer Street	264-4686	1997*

<i>Housing Authority</i>			Work Phone	Thru	
<i>Chair;</i>	Tom Dill	68 Alcott Street	263-5278	(508) 841-2994	1998
<i>Vice Ch.</i>	Jean B. Schoch	6 Doris Road	263-7456		1997
	Peter Berry	39 Faulkner Hill Rd.	264-0265	(617) 951-2300	1995
	John Noun	14B Strawberry Hill Road, #24	635-0294		1998
	Barbara Yates	12 Whittier Drive	263-7833	(508) 486-9667	1996

<i>Investment Advisory Committee</i>				Thru
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<i>Memorial Library Trustees</i>				Thru
<i>Pres.;</i>	Ann Chang	8 Billings Street	263-4726	"Corporate"
<i>Vice Pres.;</i>	Susan Fingerman	15 Oneida Road	263-1881	1995
	Robert Ferrara	10 Wachusett Drive	263-8642	1996
	Brewster Conant	562 Main Street	263-2090	"Corporate"
	Henry J. Hogan	10 Durkee Road	263-1597	"Corporate"
	Raymond Shamel	61 Alcott Street	263-5861	"Corporate"
	Dennis Ahern	298 Central Street	263-4778	"Corporate"
	Joseph Grandine	49 Woodbury Lane	263-0429	"Corporate"
	Loretta Roscoe	6 Cherry Ridge Road	263-4931	1997

<i>Planning Board</i>				Thru
<i>Chair;</i>	David Hill	10 Brucewood Road	263-9135	1998
<i>Vice Ch.</i>	William H Shupert III	11 Mohawk Drive	263-9497	????*
	Gregory Niemyski	2 Till Drive	635-0453	1998
	John Pavan	63 Windsor Avenue	264-4370	1996
	Richard Crosswell	15 Mohawk Drive	263-9576	1999
	James Lee	14 Musket Drive	263-7816	1999
	Joshua Chernin	169 Central Street	264-9505	1999

<i>ison Advisory Committee</i>				Thru
<i>Chair;</i>	Jean B. Schoch	6 Doris Road	263-7456	1995
	George Pederson	16 Maple Street	263-8027	1996
	Harold Gordinier			1996*
	Thomas C. Ballantyne			1997
<i>Public Ceremonies Committee</i>				Thru
<i>Selectmen, Board of</i>				Thru
<i>Chair;</i>	Norman D. Lake	35 Quaboag Road	263-7635	1995
<i>Vice-Ch.;</i>	William C. Mullin	16 Blackhorse Drive	263-5972	1995
	Wayne Friedrichs	24 Windsor Avenue	263-1557	1997
	F. Dore Hunter	3 Foster Street	263-0882	1996
	Nancy E. Tavernier	35 Mohawk Drive	263-9611	1996
<i>South Acton Revitalization Committee</i>				Thru
	Roger C. Andrews			1995
	Sandra Whaley			1997*
	Betsy Eldridge			1997*
<i>Town Report Committee</i>				Thru
<i>Volunteer Coordinating Committee</i>				Thru
<i>Chair;</i>	Walter E. C. George	87 Concord Road	263-3132	1995
	Elizabeth M. Comstock	19 Faulkner Hill Road	263-6984	1997*
<i>(Clerk)</i>	Charles R. Husbands	24 Black Horse Drive	263-5571	1997*
	Charles Kadlec	19 Paul Revere Road	263-4361	1995
	Jean S. Lane	30 Nash Road	263-5969	1995
	Nancy A. Whitcomb	144 Hayward Road	263-5394	1996
<i>West Acton Citizens Library Trustees</i>				Thru
<i>Chair;</i>	Frances Bissell	367 Arlington Street	263-1371	1995
	Madeline Kaduboski	7 Old Village Road	263-4780	1997
	Edward Clary	616 Massachusetts Avenue	263-5110	1996



Commonwealth of Massachusetts
Executive Office of Environmental Affairs

Department of Environmental Protection

William F. Weld

Governor

Trudy Coxe

Secretary, EOE

Thomas B. Powers

Acting Commissioner

October 21, 1994

WR Grace and Co, Inc
55 Bayden Ave
Lexington, MA 02173

Attention: Louis Ingram

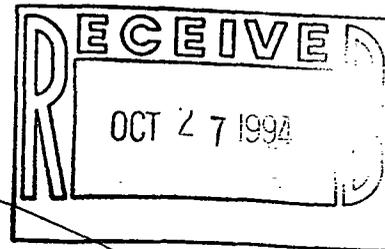
RE: WR Grace
Release Tracking # 2-0010

Dear W.R. Grace and Co, Inc,

The Department of Environmental Protection (DEP) has established a **Technical Assistance Grant (TAG) Program** that will provide up to \$10,000 to assist citizens in understanding and using technical and scientific information developed during the assessment and cleanup of sites contaminated by oil and/or hazardous materials and to promote citizen involvement in planning response actions. These grants are authorized by Section 14(c) of Massachusetts General Law Chapter 21E (The Massachusetts Superfund Law). Regulations establishing the grant program and identifying eligible grantees and activities are in Subpart N of the Massachusetts Contingency Plan ("MCP", 310 CMR 40.1450 et seq).

DEP has evaluated TAG proposals for funding in Fiscal Year 1995. In this funding round, an application was submitted for the above site by ACES, Inc., and has been selected for funding. A notice identifying all of the projects selected for funding in Fiscal Year 1995 will be published in the Environmental Monitor on or about November 8, 1994 (a copy of this notice is attached for your information). A press release is planned for November 2, 1994. All TAG applications submitted in this funding round can be reviewed in the DEP Regional Service Centers (see attached list for locations).

The Department views citizen involvement in response actions as an integral part of the assessment and cleanup process. We see these Technical Assistance Grants as a way to make the process more accessible to citizens, and to help them get their specific concerns addressed. Some of the activities that will be funded by these grants require a cooperative effort between those who are cleaning up the site, the community groups, and local officials. Based on our experience, these cooperative efforts lead in turn to response actions that are easier to



CC: DOUG HALLEY -

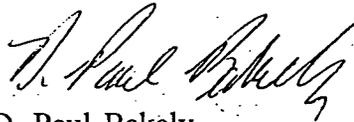
WERE WE NOT INSTRUCTED
THAT THE MUNICIPALITY WAS NOT
ELIGIBLE(?) AND THAT ACES STOOD
VIRTUALLY NO CHANCE WITHOUT
OUR PARTICIPATION ?

CC: BOS

implement because they are more widely accepted. Therefore, we encourage you to build the TAG activities into your planning.

The Department will be meeting with the TAG recipients over the next two months to work out the details of each project and contract. If you have any questions regarding this letter or the Bureau of Waste Site Cleanup's TAG Program, please feel free to contact me at 617/292-5617.

Sincerely,



D. Paul Bakely
Regional Planner
BWSC Division of Planning
and Program Development

cc: Chief Municipal Official
Board of Health
DEP Regional Public Involvement Coordinator

Attachment



Commonwealth of Massachusetts
Executive Office of Environmental Affairs

Department of Environmental Protection

William F. Weld
Governor

Trudy Coxe
Secretary, EOEPA

Thomas B. Powers
Acting Commissioner

BUREAU OF WASTE SITE CLEANUP FY1995 TECHNICAL ASSISTANCE GRANTS

The Department of Environmental Protection (DEP) has established a **Technical Assistance Grant (TAG) Program** that will provide up to \$10,000 to assist citizens in understanding and using technical and scientific information developed during the assessment and cleanup of sites contaminated by oil and/or hazardous materials. These grants are authorized by Section 14(b) of Massachusetts General Law Chapter 21E (The Massachusetts Superfund Law).

TAG applications were submitted to DEP in August 1994 and were evaluated using criteria established in Subpart N of the Massachusetts Contingency Plan (310 CMR 40.1450 et seq.) This notice lists TAG projects selected for funding in Fiscal Year 1995 in alphabetical order by town.

<u>SITE/RELEASE</u> <u>TRACKING #</u>	<u>APPLICANT GROUP</u> <u>ADDRESS and TELEPHONE #</u>
1) W.R. Grace 50 Independence Road Acton, MA 2-0010	ACES Inc. Robert Eisengrein 5 Valley Road Acton, MA 01720 (508) 263-8842

A technical consultant will be hired to review site related documents, prepare comments, attend meetings and develop educational materials.

2) American Bank
Stationary
10 A Street
Auburn, MA
2-0677

Auburn Board of Health
Joanne Petterson-Bernier
Michael O'Hara
104 Central Street
Auburn, MA 01501
(508) 832-7704

Thermo Electronics
35 Sword Street
Auburn, MA
2-0288

Mass 10 Truck Stop
812 Southbridge
Auburn, MA
2-0488

A technical consultant will be hired to review site related documents, assess the risks the site may pose to public water supply wells, develop recommendations for further study, and prepare informational materials for public meetings.

3) Massachusetts
Military Reservation
Bourne, MA
4-0037

Association for the
Preservation of Cape Cod, Inc.
Susan L. Nickerson
P.O. Box 636
Orleans, MA 02653
(508) 255-8780

TAG will cover some expenses for publishing a book that will discuss the impact of the site on Cape Cod's sole source aquifer.

4) MMR (FS-12/SAND)
Range Line
North of Snake Road
Bourne/Sandwich, MA
4-0660

Sandwich Local
Planning Committee
Marie Blaney
16 Jan Sebastian Drive
Sandwich, MA 02563
(508) 833-8001

A consultant will be hired to review existing technical reports and address community concerns regarding the site's potential impact on the town water supply and land use plans.

- 5) Property Pearl Street Oilers
Pearl Street/Stevens Ave Patricia Tremblay
Braintree, MA 325 Pearl Street
3-0261 Braintree, MA 02184
(617) 843-6594

A consultant will be hired to review existing technical reports, observe sampling and response actions, and address public concerns regarding the site.

- 6) WAFB USAF Valley Citizens for a Safe
Sheridan Street Environment and Institute for
Chicopee, MA Science and Interdisciplinary
1-0054 Studies (ISIS)
Jeffrey Green
Prescott House C-5
893 West Street
Amherst, MA 01002
(413) 582-5582

The TAG will be used to develop a GIS database specifically for the site, establish a Five-College technical consultant group that would work with the community to review and comment on site related reports, disseminate site information via newsletters, and organize and moderate public discussions.

- 7) Nuclear Citizens' Research &
Metals, Inc. Environmental Watch
2229 Main Street Mary Jane Williams
Concord, MA 204 Nashawtuc Road
3-0295 Concord, MA 01742
(508) 369-0024

A consultant will be hired to review existing technical reports, analyze split water and soil samples, and prepare educational materials.

- 8) Mobil Station Dover Conservation Commission
2 Walpole Street Suzanne Jimmerson
Dover, MA Town Hall
3-0486 Dover, MA 02030
(508) 785-1938
Elm Bank Property or
Elm Bank Dover Board of Selectman
Dover, MA Pamela Ellsworth
3-1877 (same address)

consultant will be hired to review existing technical reports, determine the site's impact on residents and environment, prepare written summaries, and submit comments to the PRPs.

9) Seltsam Junkyard
170-186 Oak Street
Foxborough, MA
4-0202

Town of Foxborough
Andrew Gala
40 South Street
Foxborough, MA 02035
(508) 543-1200

A consultant will be hired to review existing technical reports, address community concerns regarding the site's impact to groundwater and the Town water supply, prepare written summaries, and produce fact sheets and graphics pertaining to the site.

10) Exxon Station
183 Summer Street
Kingston, MA
4-0947

Kingston Water Dept.
Mike MacPherson
Drawer E
Kingston, MA 02364
(617) 585-0504

A consultant will be hired to review existing technical reports, address concerns regarding the site's impact on the town water supply, and prepare written summaries and recommendations.

11) Hopkins Cleaners
120 Cranberry Highway
Orleans, MA
4-0399

Town of Orleans
Nancymarie Schwinn
19 School Road, RR# 1
Orleans, MA 02653
(508) 240-3700

A consultant will be hired to review technical reports, prepare written summaries and recommendations, and address local concerns regarding the extent of the plume migration, the site's impact on marine biota and property values, and to prepare educational materials.

12) GE Housatonic Study
Housatonic River
Silver Lake/Woods Pond
Pittsfield, MA
1-0147

Housatonic River Initiative
Laurie Martinelli
87 Claymoss Road
Brighton, MA 02135
(617) 787-5368

A consultant will be hired to evaluate and comment on technical reports and sampling plans, publish newsletters, conduct educational forums, and attend technical meetings.

13) MBTA Property
3060-3070 Washington St.
Roxbury, MA
3-3938

Egleston Square Neighborhood
Association
Mirna Rodriguez
Roxbury, MA 02119
(617) 524-5052

A consultant will be hired to review technical reports, prepare written summaries and recommendations, and attend public meetings related to the site.

- 14) 1st American Bank
559 Columbia Road
Dorchester, MA
3-3846
- All White Potato
155 Southampton St.
Roxbury, MA
3-4248
- Amoco #529
841 Massachusetts Ave.
Roxbury, MA
3-0699
- Industrial Property
20-56, 31-47 Kemble St.
Roxbury, MA
3-1996
- Industrial Property
120 Southampton Street
Roxbury, MA
3-4103
- Mobil Station
#01-QAN
168 Warren Street
Roxbury, MA
3-3297
- National Lead Co.
800 Albany Ave.
Roxbury, MA
3-0245
- U-Haul
985 Massachusetts Ave.
Roxbury, MA
3-3042
- Dudley St. Neighborhood
Initiative
Trish Settles
513 Dudley Street
Roxbury, MA 02119
(617) 442-9670

Consultants will be hired to review technical reports and data for these sites, prepare written materials which describes site related information in lay terms, and present information at public meetings.

- 15) Dow Chemical (FMR) NED/DOW Neighbors
412 Commonwealth Road Monica Berman
Wayland, MA 4 Lakespur Street
3-3866 Wayland, MA 01778
 (508) 358-4334
 or

Mark Santangelo
15 Oak Street
Wayland, MA 01778
(508) 655-3138

A consultant will be hired to review technical reports, prepare written summaries and recommendations, and attend public meetings related to the site.

- 16) Naval Air Station North and South Rivers
S. Weymouth, MA Watershed Association
Route 18 Gary D. Thomas
3-2621 P.O. Box 43
 Norwell, MA 02061
 (617) 826-9332

Consultants will be hired to review technical reports, to assess the site's impact to the watershed, to prepare reports and summaries, to hold informational workshops and seminars, to publish quarterly newsletters, and to attend technical and public meetings.

- 17) Weymouth Neck Friends of Webb State Park
Landfill and Back River, Inc.
Weymouth Neck Cecilia C. DiCicco
Weymouth, MA 61 Broad Reach (T-31)
3-1361 Weymouth, MA 02191
 (617) 335-4869

A consultant will be hired to review technical reports, assess the site's impact to the wetlands, prepare reports, graphics and visual aids, and analyze split samples.

Copies of these applications are available for review at DEP's **Regional Service Centers**:

DEP Northeast Region: 10 Commerce Way Telephone: 617/932-7600
Woburn, MA 01801

DEP Southeast Region: 20 Riverside Drive Telephone: 508/946-2700
Lakeville, MA 02347

DEP Central Region: 75 Grove Street Telephone: 508/792-7650
Worcester, MA 01605

DEP Western Region: 436 Dwight Street Telephone: 413/784-1100
Suite 402
Springfield, MA 01103

For more information about the TAG program, call Paul Bakely in DEP's Bureau of Waste Site Cleanup (Public Participation Branch), in DEP's Boston Office (telephone: 617/292-5617).

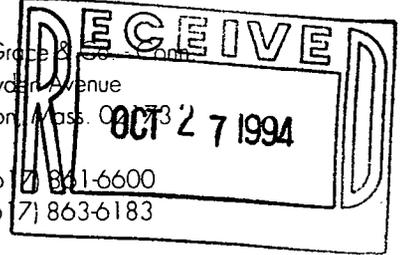
GRACE

cc: BOS / RETAIN

Environment, Health & Safety
Service Center

W.R. Grace & Co. - Conn.
55 Hayden Avenue
Lexington, Mass. 01843

Tel: (617) 861-6600
Fax: (617) 863-6183



October 27, 1994

Mr. Doug Halley
Acton Board of Health
Acton Town Hall
472 Main Street
Acton, MA
01720

Dear Mr. Halley,

Enclosed is the quarterly report for the Grace Oil Recovery system on the Acton Daramic site. This report covers the period of July 1 - September 30, 1994. Site activities were performed by Handex of New England, Inc. of Marlborough, MA . Attached are the quarterly report, a monthly report for July and August, and running total in gallons of oil/hexane product recovered.

In order to evaluate a system capable of preventing iron sedimentation, the infiltration gallery was charged with new stone on July 25-29 and a pilot test on a magnetic system for reducing iron precipitation was started. The magnet system continues to be evaluated for it's effectiveness. Depression pump flow rate was increased to approximately 40 gpm with the newly stoned gallery. Problems with the product pump in July and August were corrected by September.

System operation visits and gauging of the recovery well frequency were increased to weekly in September in an effort to improve system performance.

If you have any questions or require any further information, please call me at (617) 861-6600 x2359.

Sincerely,

Maryellen C. Johns
Maryellen C. Johns
Project Engineer

CC: E. Benoit, DEP Worcester
Chief Craig, Acton Fire Department
✓D. Johnson, Acton Town Hall

OIL RECOVERY PROGRAM

Month	Gallons	Daily Ave.	Days	Gallons Recovered YTD	
06-Dec-91	11.50	0.30		28,262.80	
21-Jan-92	10.60	0.23	46.0	28,273.40	
03-Feb-92	12.70	0.98	13.0	28,286.10	
06-Mar-92	19.60	0.61	32.0	28,305.70	
10-Apr-92	23.40	0.67	35.0	28,329.10	
06-May-92	18.80	0.72	26.0	28,347.90	
04-Jun-92	13.40	0.46	29.0	28,361.30	
07-Jul-92	35.10	1.06	33.0	28,396.40	1992
05-Aug-92	17.00	0.59	29.0	28,413.40	total gallons recovered
03-Sep-92	18.40	0.63	29.0	28,431.80	205.40
08-Oct-92	14.00	0.40	35.0	28,445.80	
05-Nov-92	0.00	0.00	28.0	28,445.80	
10-Dec-92	22.40	0.64	35.0	28,468.20	
06-Jan-93	11.20	0.41	27.0	28,479.40	
03-Feb-93	12.80	0.46	28.0	28,492.20	
10-Mar-93	0.00	0.00	35.0	28,492.20	
09-Apr-93	27.60	0.92	30.0	28,519.80	
11-May-93	0.00	0.00	32.0	28,519.80	1993 YTD
10-Jun-93	0.00	0.00	30.0	28,519.80	total gallons recovered
08-Jul-93	27.40	0.98	28.0	28,547.20	152.00
23-Aug-93	33.00	0.72	46.0	28,580.20	
16-Sep-93	*	0.00	24.0	28,580.20	
06-Oct-93	*	0.00	20.0	28,580.20	
03-Nov-93	24.00	0.50	48.0	28,604.20	
10-Dec-93	16.00	0.43	37.0	28,620.20	
05-Jan-94	12.00	0.46	26.00	28,632.20	1993 YTD
22-Feb-94	4.10	0.09	48.00	28,636.30	total gallons recovered
16-Mar-94	2.47	0.11	22.00	28,638.77	73.45
30-Apr-94	4.89	0.11	45.00	28,643.66	
31-May-94	3.92	0.13	31.00	28,647.58	
08-Jul-94	32.30	0.85	38.00	28,679.88	
04-Aug-94	3.28	0.12	27.00	28,683.16	
02-Sep-94	0.00	0.00	29.00	28,683.16	
30-Sep-94	10.49	0.37	28.00	28,693.65	



HANDEX OF NEW ENGLAND, INC., 398 Cedar Hill Street, Marlborough, MA. 01752 • (508) 481-5750 • FAX (508) 481-5159

September 27, 1994

Ms. Maryellen Johns
W. R. Grace & Company
55 Hayden Avenue
Lexington, Massachusetts 02173

Re: **Monthly Monitoring Report**
Daramic Plant
51 Independence Road
Acton, Massachusetts

Dear Ms. Johns:

This report presents a summary of ground-water monitoring at the above location between August 1, 1994 and August 31, 1994.

Please do not hesitate to contact our office if you have any questions or comments regarding this matter.

Sincerely,
Handex of New England, Inc.

Patrick P. Barry
Patrick P. Barry
Environmental Engineer

James Wagner
James Wagner
Project Manager

CC: BOS - COVER LTR. ONLY.
FULL REPORT IN RF/
RETAIN



ANDEX OF NEW ENGLAND, INC., 398 Cedar Hill Street, Marlborough, MA. 01752 • (508) 481-5750 • FAX (508) 481-5159

October 21, 1994

Ms. Maryellen Johns
W. R. Grace & Company
55 Hayden Avenue
Lexington, Massachusetts 02173

Re: Quarterly Monitoring Report
Daramic Plant
51 Independence Road
Acton, Massachusetts

Dear Ms. Johns:

This report presents a summary of ground-water monitoring at the above location between July 1, 1994 and September 30, 1994.

Please do not hesitate to contact our office if you have any questions or comments regarding this matter.

Sincerely,
Handex of New England, Inc.


Patrick P. Barry
Environmental Engineer


James Wagner
Project Manager

CC: BOS - COVER LTR. ONLY.
FULL REPORT (≈ 30 PP.) IN RF

RETHN

O'Reilly, Talbot & Okun

Environmental and Geotechnical Engineering

Associates, Inc.

58A Bond Street • P.O. Box 371 • East Longmeadow, Massachusetts 01028
Voice (413) 525-8890 • Fax (413) 525-1507

PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

cc: D. HALLEY
BOS

October 26, 1994
File No. 022-01-01

Cynthia Heslen
Anderson & Kreiger
20 Federal Street
Greenfield, Massachusetts 01301

Subject: Grace, Acton
October 25, 1994 Visit to Grace-Acton Site

Dear Cynthia:

Yesterday I visited the Grace site in anticipation of observing excavation starting in the tank car area. When I arrived I learned of a regrettable accident involving GZAR's site subcontractor, Amsco (at another site) which would delay work at Grace by one day. While I was unable to see the start of excavation, I did finally have the opportunity to review the technical details of the air monitoring program at length. This proved to be worth while as I had the relatively undivided attention of the chemists conducting the monitoring.

Air monitoring activities are conducted by GZAR's subcontractor, Woodward-Clyde. There are two full time personnel dedicated to the monitoring who work in a dedicated trailer. The meteorological station is located next to the trailer, and its data is recorded in the trailer. Two air monitoring activities take place in the trailer: short term down wind monitoring and compliance monitoring.

Short Term Down Wind Monitoring

This element of the monitoring program is not required by the government parties. Grace is doing this monitoring to give them advance warning of a possible exceedances of compliance standards. The goal of this program is to near continuously monitor locations down wind of site operations.

Short term down wind sampling locations are identified by reviewing meteorological data and selecting the perimeter monitoring station (of the 8 possible stations) closest to the down wind direction. A new sample is analyzed every 17 minutes. The sample is drawn from a volume of air maintained in a regularly purged stainless steel vessel. There is one vessel for each of the 8 sampling stations so a fresh sample is available each time an analysis is to be conducted from each station.

O'Reilly, Talbot & Okun
Associates, Inc.

Cynthia Heslen
October 26, 1994

It appears this element of the monitoring program is functioning well. I was allowed to review calibration and quality control files and they were in good order. Background concentrations measured by this system are below the levels of detection (about 10 ppb or parts per billion).

Compliance Monitoring

Compliance monitoring consists of the daily analysis of 24 hour composite samples from each of the 8 monitoring stations. In addition 14 day composite samples are collected from each station and analyzed at the end of the collection period. A range of quality control samples are analyzed as part of this program both on site and at an off site laboratory. The 24 hour samples are collected in Tevlar bags, 14 day samples are collected in stainless steel SUMA canisters.

To achieve the analytical sensitivity needed to show compliance with site standards a special sample concentrator is used. Problems with this concentrator have lead to delays in the system becoming operational. A vendor technician was working on the concentrator yesterday while I was there, and Woodward-Clyde is optimistic it will all be working soon.

Conclusions

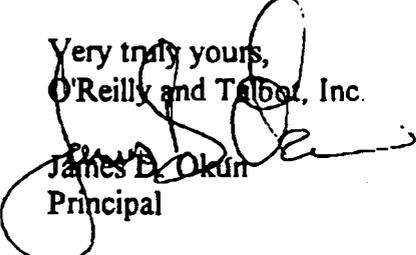
While a number of problems with the air monitoring system have lead to certain scheduling delays, the overall project schedule has not been significantly affected. Progress on the monitoring program is impressive to this point, although a few bugs remain.

While in the area I drove by the School Street fire Station where the off site air monitor is located. On first view this appears to be a good location. Traffic is light during the day, but is probably busier at rush hour. Once we get some analytical data from this station we will be in a good position to comment on its acceptability.

I plan to return to the site tomorrow, assuming excavation began today.

If you have any questions please call me.

Very truly yours,
O'Reilly and Talbot, Inc.


James D. Okun
Principal

cc: Don Johnson



MASSACHUSETTS 01720

cc: BOS

ACTON HISTORICAL COMMISSION

Minutes of Monthly Meeting, September 14, 1994, Acton Town Hall

Meeting opened at 8:20 P.M. with the following members present: Anita Dodson, Robert Rhodes, Victoria Beyer, and associate member David Harris.

Discussed the specific details of the Historical Commission's role and authority regarding renovations or additions to historic properties, such as those underway at the Knight-Forbush home by the cast and crew of "This Old House."

An Acton town bylaw allows the Commission to assume this responsibility, however each applicant would be afforded the right to a public hearing, which the Commission may waive if they so choose. The members of the Historical Commission have considered this proposal and feel it would be too time consuming to review each application for additions and/or renovations. The Commission will continue to do business as usual.

Noted the origin of the Acton town seal (the Issac Davis Monument), which was created by John Fletcher and first appeared on the cover of the Acton Town Report in 1880.

As requested by Patrolperson Barbara A. Haven of the M.I.T. Police Association for an upcoming book on police patches and town seals, Bob Rhodes will write to her with this information.

The following housing plans were noted and/or reviewed:

Changes to New View housing plan.

The potential buyer of the property at 429 Great Road wants to demolish the red barn there. This property is not on the Cultural Resources List and a request will be made of Gary Rhodes to do so. A hearing may have to be held regarding this matter.

Expressed concern regarding the historical nature or significance of the stone structures or cairn fields on the proposed Marshall Crossing subdivision land as they relate to the actual proposed house lots.

As outlined in a letter from Mr. Frederick Brown of Boston, the Commission agrees that the site should be left undisturbed until studied further.

Other:

Tours by the Historical Commission of the Hosmer House and the Indian Rock in South Acton are pending.

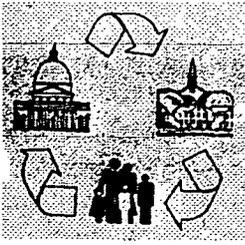
Meeting of the Acton 2001 Committee to discuss the growth of Acton over the next 7 years.

Meeting adjourned at 9:45 P.M.

Robert E. Rhodes

Robert E. Rhodes, Clerk

cc: Town Clerk Town Manager Memorial Library



Suburban Coalition Chronicle

Volume 2 Issue 3

A Voice for Suburban and Rural Communities

Fall 1994

Mass. Dept of Revenue analyzes existing lottery formula vs point-of-purchase formula

The Legislature has been debating changing the existing formula for distributing lottery revenues to a method that would factor in the point-of-sale of lottery tickets on a per capita basis in the interest of helping poor cities.

Although the formula remains unchanged, the discussion is likely to continue. Therefore, the Department of Revenue used data from the Lottery Commission to project the potential impact of such a change.

The Dept.'s summary states that a change in favor of the point-of-sale formula "would benefit some cities at the expense of others, and greatly lessen the aid increases for residential suburbs, rural economic centers and small rural communities — localities that already have reason to believe that their local aid is too low."

continued on next page.

Predicted % Effect of Lottery Change on Cities

	Increases		Decreases
Attleboro	35.9	Fall River	-35.8
Boston	44.6	Fitchburg	-38.9
Brockton	44.4	Gardner	-27.7
Cambridge	46.3	Holyoke	-37.2
Chelsea	14.6	Lawrence	-60.1
Everett	64.5	Lowell	-38.7
Gloucester	104.6	Melrose	-38.6
Lynn	6.4	N.Bedford	-32.2
Peabody	9.2	Pittsfield	-17.8
Quincy	46.3	Somerville	-13.7
Woburn	93.3	Springfield	-39.5
Worcester	4.1	Taunton	-28.1

More Smoke & Mirrors

Remember the gas tax? Remember lottery distribution? Well, guess what happened to the 25-cent Tobacco Tax! The one whose revenues were supposed to be used to supplement existing anti-smoking education and awareness programs in the communities.

According to an article by Sean P. Murphy in the September 25 *Boston Globe* ("Smoking opponents feel misled on tax," pages 33 & 41), after just one year, not only will those revenues not be used exclusively for anti-smoking programs, but the very anti-smoking campaign that those revenues were intended to fund will be cut by 19%.

Through political negotiation pitted against admitted naivete, excess funds were spent on AIDS, drug abuse, prenatal care and osteoporosis and not directed into a trust fund as originally intended.

continued on next page.

Rep. Resor seeks re-thinking on Regional School funding

"The Education Reform Act proved difficult for the funding of regional schools, especially technical vocational schools," Rep. Pamela P. Resor, (D-Acton), explained at a recent Suburban Coalition meeting.

Rep. Resor says communities find it less expensive to send their students to school through the school choice program rather than pay their share of the regional school cost. In large regional school districts, some towns are wealthy, some are not. And some send a larger percentage of students to regional schools. Yet, the charge per pupil is the same to attend a regional school, thereby creating an impact which is different on each community. Those communities feeling a heavier impact, prefer the school choice plan.

continued on next page.

Frank T. LeBart, Chairman
(617) 934-7411

Louise Haldeman, Vice-Chairman
(508) 369-8562

John B. Wilson, Executive Director
(508) 358-2489

Robert Hilliard, Research Director
(508) 358-7701, Ext. 129
(508) 358-7708 (Fax)

The Suburban Coalition Chronicle is published quarterly to provide concise communication with members and friends. We welcome all comments and suggestions. Please contact Jessica Barnett, Editor, (617) 639-0624.

Dept. of Revenue's Lottery Formula Analysis, *continued*

Leslie A. Kirwan, Deputy Commissioner, Mass. Dept. of Revenue, explains in her June 14, 1994 memo that the current formula's primary components are relative population and equalized valuation.

The Dept. ran a hypothetical \$40 million distribution based on a 100% point-of-sale formula and compared it to distributions calculated with the existing formula.

The Dept. found only 17 out of 351 communities had over 1% of the total lottery sales each. Of the 17, Boston, Worcester and Brockton would benefit most from a point-of-sale approach. Other communities that would benefit most are "resort and highly-traveled border communities since their ticket sales are boosted by large numbers of visitors while they maintain a relatively small resident population." But, the point-of-sale formula would skew money away from communities which benefit from the existing formula's local property wealth consideration. For example, the current lottery formula would give Lawrence \$14 per capita, but under the point-of-sale simulation, Lawrence would get \$7 per capita. Similarly, New Bedford would go from \$12 to \$8, Fall River and Springfield from \$11 to \$7, Lowell and Fitchburg from \$10 to \$6.

Ms. Kirwan's memo notes, "With reference to the intent voiced by supporters of the change to funnel more money to cities, we see in this analysis that urbanized centers would not see much of an increase in their aggregate lottery revenues. Instead, there would be a redistribution among cities, taking money away from the property-poorest cities to give it to those where more tickets are purchased." Furthermore, Ms. Kirwan observes, "the current lottery formula is more successful in directing aid to lower-income communities than the point-of-sale formula."

For more information, please call Frank LeBart or Robert Hilliard.

Tobacco Tax diversion, *continued*

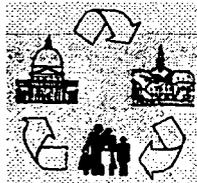
When tobacco revenues declined as a result of a 13% decline in smoking, the Senate voted to cut all programs funded by tobacco revenues.

But, wait! It gets worse. All those other programs that benefited from the diverted Tobacco money will still be fully-funded because those programs will be augmented by the general fund. Moral of this story? Be careful what you vote for, because even if it passes, you may not get it.

Regional Schools, *continued*

The solution, Rep. Resor believes, is to restore the original funding procedure and formula through H-1640 and H-4791, which she has written and sponsored.

Rep. Resor acknowledges this issue is controversial. She noted that the state has not provided incentives to encourage regionalism and that urban legislators tend to have a lack of understanding for regional schools, particularly vocational schools. Yet, economies-of-scale make regional and vocational schools the most efficient way to offer students state-of-the-art technology and equipment.



Suburban Coalition Chronicle

Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

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Town of Acton
Board of Selectmen
472 Main St
Acton, Ma 01720

cc: BOS

**Volunteer Coordinating Committee Minutes
26 September, 1994**

Present: George, Husbands, Lane, Whitcomb
Absent: Kadlec, Comstock

Meeting was called to order at 7:30 PM at Acton Town Hall. Minutes of 12 September 1994 meeting were reviewed and approved as corrected.

Interviews:

Mark Benedict: Expressed an interest in serving on the Board of Health. Mark is a practicing sanitary engineer and has worked extensively in the environmental field. He is a registered professional engineer and has both a BS and MS degrees in Chemical Engineering. He indicated that Acton is the largest town in the State of Massachusetts without a sewer system, and he is concerned about the long range implications of operating exclusively on septic systems. He currently works for a company that produces turnkey sewer systems for communities and industries to eliminate industrial waste. In this capacity he has worked with a number of Boards of Health and understands many of their duties and responsibilities. He indicated that he sees no conflict between his current business operations and the duties required of the members of the Board of Health.

Irene Freidel: Expressed an interest in serving on the Board of Appeals, the Historic District Commission, or the Conservation Commission. Irene is a practicing attorney and has an interest in land use, historical preservation and the environment. She indicated that she has legal training in each of these areas. Irene has lived in Acton for 2 years and in the Massachusetts for 21 years. She is currently an associate in a large legal firm, and should have no conflict of interest in serving with any of these committees in the Town of Acton.

New Business:

Recommendations for Candidates:

Nancy Whitcomb made a motion to present Lisa Wolf's name to the Board of Selectman for appointment as an associate member of the Board of Health with a one year term ending June 30, 1995. The motion passed by a unanimous vote.

Jean Lane made a motion to present Mark Benedict's name to the Board of Selectman for appointment as an associate member of the Board of Health with a 1 year term ending June 30, 1995. The motion passed by a unanimous vote.

Nancy Whitcomb made a motion to present Margaret McGinty's name to the Board of Selectman for appointment as member of the Council on Aging for a one year term ending June 30, 1995. The motion passed by a unanimous vote.

The following actions were taken by the Board of Selectmen at there meeting on 13 September 1994.

Richard King was appointed as Minuteman Home Care Representative for one years with a term expiring on 30 June 1995.

John A. Ekberg was appointed as a member to the Hanscom Field Advisory Commission for three years with a term expiring on 30 June 1997.

Richard Rippere was appointed as an alternate to the Hanscom Field Advisory Commission for two years with a term expiring on 30 June 1996.

Peter A. Robinson was appointed as a member to the Cable Advisory Committee for three years with a term expiring on 30 June 1997.

Victoria G. Beyer was appointed as a member of the Acton Historical Commission for three years with a term expiring on 30 June 1997.

David Harris Jr. was appointed as a member of the Acton Historical Commission for three years with a term expiring on 30 June 1997.

The following persons were sworn-in:

COA	Parker, James	9/13/94
	Donvovan, Warren	9/13/94
A/BAC	Richmond, Susan	9/14/94

The meeting was adjourned at 8:44 PM., with the next meeting is scheduled for the 24th of October, 1994.

Respectfully Submitted,



Charles R. Husbands

cc: Board of Selectmen, Town Clerk ✓

TOWN OF ACTON
INTERDEPARTMENTAL COMMUNICATION
TOWN MANAGER'S OFFICE

DATE: 8/28/94

TO: The Board of Selectmen
FROM: John Murray
SUBJECT: Classification Hearing

We have been experiencing cross-talk problems between our "current" computer system and DOR's system. Consequently, we have been informed by DOR that they should have completed the necessary reviews by Friday November 4, 1994.

Given the level of assurance provided by DOR, we are proceeding forward with the "Classification Hearing" date of November 8th. Unfortunately if DOR does not perform, we will not have sufficient notice, prior to the meeting of November 8th, to inform the Board that the "Classification Hearing" will have to be rescheduled.

I truly believe we can perform!!! I also would like to apologize to the members of Board for placing them in this untenable position. Thank you for your consideration.

CC: Don Johnson
Roy Wetherby
Marcella Sultan
Brian McMullen