

TOWN OF STERLING  
BOARD OF SELECTMEN  
January 11, 2017

MEETING:	Chairman Kilcoyne called the meeting to order at 7:00 PM. Roll Call: Selectwoman Cranson - Present. Chairman Kilcoyne – present. Selectman Lane - present.
Minutes	Selectman Lane moved to approve the public minutes of December 21, 2016 as written. Selectwoman Cranson 2 <sup>nd</sup> . Selectman Lane – Aye. Selectwoman Cranson – Aye. Chairman Kilcoyne- Aye. Motion carried.  Selectwoman Cranson moved to waive approval of the minutes of January 4, 2017 and January 9, 2017. Selectman Lane 2 <sup>nd</sup> . Selectman Lane – Aye. Selectwoman Cranson – Aye. Chairman Kilcoyne- Aye. Motion carried.
Executive Session	At 7:04 Chairman Kilcoyne moved to exit public session and to enter into executive session for exemption #2 of the MGL c.30A, Sec.21 (a) – for the purpose of discussing strategy in preparation for negotiations with non-union personnel – Ross Perry for the Town Administrator position and for the Board to reconvene in public session, following executive session. Selectman Lane 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried. The Board proceeded to Executive Session.  At 7:57, Selectman Lane moved to adjourn from executive session and to reconvene in Public session. Selectwoman 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.  Upon returning to public session, Chairman Kilcoyne announced that Mr. Ross Perry has accepted the terms of the agreement, pending final changes to the contract. It is anticipated that he will start on February 13 <sup>th</sup> , 2017.  Selectman Lane moved that Selectwoman Cranson be designated to represent the Board in the task of refining the Town Administrator's contract, along with Interim Administrator, Anne Cervantes and Mr. Perry. Selectwoman Cranson 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried. The final draft of the contract will be vetted through Town Counsel, prior to the Board's approval.
School Lease	Joseph Scanlon discussed the proposed School Lease with the Board of Selectmen. The term of the lease will be from July 1, 2016 and ending on June 30, 2026. Mr Scanlon explained all of the changes to the lease. (See attachment). Mr. Scanlon presented the Board with an aerial Google map of the Chocksett/Houghton School Compound. Selectman Lane would like further delineation of the property. Mr. Scanlon will send color copies to the Board, as the black and white copies are not definitive. The Board questioned why the schools have been remiss in providing proactive maintenance, within the schools, since proactive maintenance would keep the small jobs from becoming major capital expenses that must be borne by the Town, rather than the school district. Mr. Scanlon reported that the school district does not have the financial resources for proactive maintenance at this time. Mr. Scanlon advised the Board that clarifications or suggested changes to the lease may be submitted by means of an addendum. After further discussion, Selectman Lane moved that the wording on the addendum, regarding the term of the lease, (3.1) should read "Lessee shall give written notice to the Lesser of the intent to renegotiate the lease, on or before June 30, 2025." Selectwoman Cranson 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried. An addendum will also be added to reflect the wording from the Board of Health that was quoted at the last meeting.

Police Report

Mr. Scanlon also stated that the school maintenance agreement is not ready for approval. However, when asked, he stated that the maintenance budget was allocated by square footage of the schools. He also reported that the District is looking into allocating money to be held, in order to help repair/replace septic systems for schools in towns that do not have sewage. When the maintenance agreement proposal is complete, he will be back to discuss it with the Board.

Chief Chamberland addressed the Board to deliver the December Police Report.

**Personnel, Training and Equipment:**

- Detective Johnson and Sgt. Pomeroy enrolled in evidence room procedures class.
- Sgt. Gaudette, Sgt. Pomeroy and Michelle Johndrow will be attending a class on the changes to Public Records Law.
- New marked patrol supervisors unit was delivered and sent back for modifications.
- Police cruiser involved in a MVA responding to a roll over crash on Route 140. Insurance company notified.

**Community Interaction:**

- Assisted with Tree Lighting Ceremony on the Common.
- Met with DPW Superintendent regarding Municipal Parking Signs.
- Met with representative of auction held at First Church and discussed parking situation.
- Toys for Tots were a great success.
- Attended open house for the new LKQ facility on Chocksett Road.
- Had e-mail contact and set up meeting with security director of Prime Wellness.

**General Police Business:**

It was a busy month for general police activity. In addition to the budget and capital preparation, the police are prepping for the changeover to NexGen 911 in January. There were also more arrests, crashes and calls for service.

- Bomb Threat Hoax at the school. Part of a serial caller investigation is continuing. (Person of interest identified).
- Switch over to NexGen set for 26 January. All dispatchers scheduled for training. 911 services will be rerouted to Nashoba Valley Regional Dispatch Center during the switch over. (Two dates)

**Arrests:** There were nine (9) people arrested on various charges during the month.

**Incidents:** There were twenty-eight incidents responded too.

**Traffic:** A traffic control recommendation for a stop sign at Meeting House Hill Rd and Rowley Hill Rd was submitted.

There were eleven citations issued during twenty five motor vehicle stops

Twenty three crashes were responded to. Many of the crashes had road and or weather conditions as a contributing factor.

Four crashes on Leominster Rd.

One at Chocksett which was a broad side.

One at Pratts Junction and one at Route 190 off ramp which also was a broadside.

One was a deer strike.

The Chief has requested speed limit signage for main street as capital items.

Traffic Light on  
Rowley Hill and  
Meetinghouse  
Hill Road

The Chief of Police reported to the Board that he had received a request to review the intersection of Rowley Hill Road and Meeting House Hill Road for a traffic control sign. Although the crash data does not indicate this as a high crash incident area, the Chief stated that the place in question is a "T" style intersection and traffic count is moderate. So, he would recommend a control sign. He also reported that he has spoken with the DPW Superintendent who agrees that the intersection calls for a STOP sign. After discussion, Selectwoman

Marijuana Law  
discussion

Cranson moved for approval of a stop sign, to be placed at the intersection of Rowley Hill Road and Meeting House Hill Road. Selectman Lane 2<sup>nd</sup>. Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.

Selectwoman Cranson requested that the Chief investigate the area in front of the library to determine if signage may make the area safer. She also requested that he investigate better delineation at the cross walk in front of Clinton savings bank.

Judge Patrick Fox has suggested to the Board that Sterling may wish to explore the possibility of adopting a local bylaw to prohibit recreational marijuana establishments within the boundaries of the Town. (This will not impact the **medical** marijuana facility on Chocksett Road.) Unfortunately, the recreational marijuana referendum that was passed last year has many inconsistencies and grey areas. The State is working toward defining laws regarding the growth, use and possession of recreational marijuana.

Chief Chamberland agrees with Judge Fox that allowing recreational marijuana establishments within the Town of Sterling may not be in the Town's best interests. After further discussion, Selectwoman Cranson moved to authorize Judge Fox to contact Town Counsel to begin the effort to draft a bylaw prohibiting marijuana establishments in the Town of Sterling. Selectman Lane refined the motion to authorize Judge Fox to contact Town Counsel to begin the effort to draft a bylaw prohibiting marijuana establishments, "as defined by Question 4", within the Town of Sterling. Selectwoman Cranson 2<sup>nd</sup>. Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.

Ambulance Billing  
Rates

Chief Hurlbut came before the Board to request an increase in fees for ambulance services. He requested that the following fee schedule begin, as of February 1, 2017 and stated that the increase is consistent with neighboring communities.

Skill	Old Rate	New Rate
BLS Non-Emergency Base Rate	\$ 457.16	\$ 709.24
BLS Emergency Base Rate	\$ 731.46	\$ 1,134.80
ALS Non-Emergency Base Rate	\$ 548.60	\$ 851.09
ALS - 1 Emergency Base Rate	\$ 868.62	\$ 1,347.58
ALS - 2 Emergency Base Rate	\$ 1,257.20	\$ 1,950.48
Specialty Care Transport	\$ 1,485.78	\$ 2,305.08
Mileage	\$ 28.45	\$ 34.00
Oxygen	\$ 110.19	\$ 167.99
Airways	\$ 267.62	\$ 410.97
IV Therapy	\$ 236.09	\$ 359.92
Cardiac Monitor	\$ 330.58	\$ 503.98
Defibrillation	\$ 236.09	\$ 359.92
Mast	\$ -	\$ -
Cervical Collar	\$ 80.00	\$ 85.00
Extra EMT	\$ 170.34	\$ 170.34
Treat & Release	\$ 127.50	\$ 150.00
ALS Intercept	\$ 300.00	\$ 300.00

After discussion, Selectman Lane moved to approve the new rates as presented by Chief Hurlbut. Chairman Kilcoyne 2<sup>nd</sup>. Selectwoman Cranson – Abstained. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried. The new rates will go into effect on February 1, 2017.

## Selectmen's Meeting Minutes

January 11, 2017

Appoint Kathleen Greenwood to Recreation Committee	After discussion, Selectman Lane moved to appoint Kathleen Greenwood to the Recreation Committee. Selectwoman Cranson 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.
One day License for 228 Leominster Road	After discussion, Selectman Lane moved to approve the one day alcohol license for 228 Leominster Road for a bridal expo from 3:00 pm – 8:00 pm on January 21, 2107. Selectwoman Cranson 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.
Approve hiring of snow shoeless	Anne Cervantes explained to the Board that the Facilities Manager, Tom Rutherford is currently unable to shovel, due to an injury. He has been able to find someone who is willing to shovel, on call, as needed, on an hourly basis. The hourly rate would be between \$11.00 – \$12.00. After discussion, Selectman Lane moved to approve the hiring of a person to shovel snow, as needed. Selectwoman Cranson 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.
TA Report	Anne Cervantes reported that the budgets were due today. Not all departments have complied.  The OPEB sub-committee meets on January 24, 2017.  The sheds, on the Hardscrabble Road property, will be demolished and the DPW will move the debris to the DPW site for disposal. The Board encouraged Anne to contact the Town Counsel to expedite the new deed, so that the property may be sold.
Public Session	No one spoke at Public Session.
Executive Session	Selectwoman Cranson moved that the Executive session regarding exemption # 3 of the MGL c.30A, Sec.21 (a) – for the purpose of discussing strategy with respect to collective bargaining or litigation if an open meeting may have detrimental effect on the bargaining or litigating position of the public body - Police Union and Dispatchers union, be postponed until the next meeting. Selectman Lane 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.
Adjourn	Selectwoman Cranson moved to adjourn at 9:55 Selectman Lane 2 <sup>nd</sup> . Selectwoman Cranson – Aye. Selectman Lane – Aye. Chairman Kilcoyne - Aye. Motion carried.  Materials: minutes, School lease, Police report, diagram of Rowley Hill intersection, marijuana discussion letter, ambulance billing rates, Greenwood application to Recreation, one day license request

**Wachusett Regional School District  
Changes to School Town Lease Agreement**

The following are changes to specific sections of the lease:

- 2.1. Updated "Exhibit A" which is a School Premises plan to be a satellite image instead of outdated plot plan. Removed bullet (b) and reference to "Exhibit B" which was an outdated list of equipment owned by the Towns in 1994.
- 2.2. Added that all equipment and fixtures that are attached to the structure or are integral to the operation of the facility shall remain the personal property of the Town. Added that the District will provide an appraisal of each property (being completed by the District's insurance carrier).
- 2.3. Changed description of "school building" to "school complex".
- 3.0 Revised the length of the lease to be ten (10) years (July 1, 2014 to June 30, 2024) and revised Section 3.1 of the lease which details the optional lease renewal period which will also be 10-years (July 1, 2024 to June 30, 2034).
- 5.1.2. Clarified Town responsibility for parking lots and driveways to include patching, re-striping, curb repair, and repair of damaged light poles and bases.
- 5.1.6 Removed reference to Exhibit C and added language that District will allow Town to access athletic fields during the day for the purposes of maintenance and grounds upkeep.
- 5.1.11. Clarified District responsibility for septic systems to keep tank monitoring systems in operations and provide verification to the Towns that tanks are pumped regularly.
- 5.1.14 Clarified Town responsibility that playgrounds to be maintained to State and Federal Standards (as determined by local Building Inspector). *- Deleted from Lease*
- 5.3. Reinstated the fixed annual maintenance charge for the Town of Paxton to match the original lease and that is the same process that has been used for the other Member Towns.
- 5.3.1 Clarified practice of School and Town negotiating a separate 3-year Maintenance Agreement which has been the established practice over the past decade.
- 6.2. Added that Towns have the right to use the school facilities as an emergency shelter if necessary.
- 6.5. Removed reference to Exhibit D which was a plan showing the location of the fuel oil Underground Storage Tank (UST). Location of the UST will be noted on Exhibit A. Added language that District will document annual testing of tanks for air tightness (current practice) and if tank is found to be defective develop a plan to remove and replace the tank(s) as soon as possible but no later than within one (1) year.
- 7.1. Added language that Repair and Maintenance work will be under one of three areas; Maintenance, Major Maintenance and Capital. Added a sentence that District will provide Town annually with a report on maintenance work completed at each school
- 7.1.1 Added a new section describing Maintenance as being the budgetary and work responsibility of the School District and a necessary requirement for keeping the asset or equipment in working order. (Example: "cleaning a boiler").
- 7.1.2 Added a new section describing Major Maintenance being defined as tasks required beyond normal upkeep to return the facility to its intended use, prevent further damage or to remain compliant with codes or standards. (Example: "replacing a boiler distribution pump").

**Wachusett Regional School District  
Changes to School Town Lease Agreement**

7.1.3 Added a new section describing a Capital Improvement as being defined as an alteration, addition or upgrade that improves functionality, changes the use from its intended design, and extending the life of the asset. (Example: "converting a boiler to natural gas").

7.1.4 Added language that the District will maintain a 5-year Capital Plan to include Major Maintenance and Capital projects, and that the School District and Town will have at least one (1) shared inspection of the facilities per year for the purpose of assessment and identification of needed repairs and improvements.

7.2. Increased the dollar threshold for Major Maintenance or Capital Improvement from \$25,000 to \$35,000. This is the threshold where 100% of the financing, planning and execution of a project become the responsibility of the Member Town. Rearranged the sequence of this section to reflect what steps will be taken in what order. Added that District will submit a "Capital Budget Request" to Town within deadlines and using formats specified by Town. Added that the District will provide the Town with three (3) written quotes that will be "net" of: a) any warranty coverage, b) any insurance claim filed against contractors, c) coverage from the district's property insurance, and d) grant monies.

7.4 Increased amount of School District insurance coverage to \$2,000,000 (which is consistent with the District's current policy coverage).

7.5 Deleted never used section stating \$75,000 of major projects are to be assessed to all Member Towns.

8.1. Clarified that School District can maintain a District maintenance staff where section had previously required service contracts to be with reputable service companies. School District will provide Towns with copies of maintenance records and contracts on request.