

Town of Shirley

BOARD OF SELECTMEN



7 KEADY WAY – SHIRLEY, MASSACHUSETTS - 01464-2812

Kendra J. Dumont, Chair

Robert E. Prescott, Vice Chair

Enrico C. Cappucci, Clerk

TEL: (978) 425-2600, x200

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Selectmen@shirley-ma.gov

BOARD OF SELECTMEN

MINUTES

January 23rd, 2017

7:00 pm

TOWN OFFICES

The Board of Selectmen convened its meeting on Monday, January 23rd, 2017 at the Town Offices, Meeting Rooms A & B, Chairman Kendra J. Dumont presiding, with Selectmen Robert E. Prescott, Enrico C. Cappucci, and Town Administrator Patrice Garvin in attendance.

CALL TO ORDER

Chair Dumont called to Order the Board of Selectmen's Meeting at 7:00 pm.

TOWN ADMINISTRATOR REPORT

The Town Administrator gave her weekly report.

1. The Board of Selectmen along with the Finance Committee has been invited to the annual Nashoba Valley Technical High School breakfast, scheduled for Friday, January 27th at 9am. At the breakfast the Town is given its FY18 Assessment.
2. The Town's auditor has sent the attached letter to the Recreation Commission. To date no response has been received from the Recreation Commissions in regards to the Auditors request. *See attached request.*
3. I held a meeting on the storm water management regulations, effective July 1, 2017. Due to the Town being in a MS4 community Storm water Management Plan is required. A bylaw is needed to comply with the Federal mandate. Again the deadline is July 1, 2017. The Conservation Commission is meeting to discuss and review current bylaws, and whether we can be ready for the Annual Town Meeting. If the annual meeting does not work then we would need to request a Special Town Meeting to be held sometime in late May or early June. I will keep the board updated on storm water developments.
4. We held a pre-bidding meeting at Town Hall for the Main Street Bridge. Bidders did not have questions at the pre-bid meeting; bids are due February 1st. Also, there have been some inquiries

regarding bridge insurance money, and how it has been spent. I have included a breakdown of those expenditures thus far, *see attached*. The plan is to use the remainder of the insurance money for consultant work for the engineer, including an OPM (Project Manager) required by the state, and/or police details. We have \$44k remaining in the budget line to spend. We also have a schedule meeting with the state regarding the MassWorks grant and the distribution of funds for the project. I have also attached the list of bids requested.

5. Finally, budget review begins and we are currently sitting down with departments to review. I am hoping to have a proposed budget to the selectmen and Finance Committee by February 17th.

TREASURY WARRANTS

Selectman Prescott *Motioned to accept the following Treasury Warrants as presented. Selectman Cappucci Seconded. Enrico C. Cappucci vote Aye, Kendra J. Dumont vote Aye and Robert E. Prescott, Jr. vote Aye.*

APPROVAL OF MINUTES

OLD BUSINESS

1. Energy Committee Update

NEW BUSINESS

2. Ratify Fire Chief Contract

Selectman Prescott *Motioned to approve the contract between the Town of Shirley and Denis Levesque as presented. Selectman Cappucci Seconded. Enrico C. Cappucci vote Aye, Kendra J. Dumont vote Aye and Robert E. Prescott, Jr. vote Aye.*

3. Candidate for Assistant Town Treasurer / Collector Position

Town Administrator Garvin introduced Samantha Nelson and discussed the interview process that has led to her proposal of Miss Nelson as the final candidate for Assistant Treasurer / Collector.

Selectman Prescott *Motioned to appoint Samantha Nelson to the position of Assistant Treasurer / Collector with a term to expire 6/30/2017. Selectman Cappucci Seconded. Enrico C. Cappucci vote Aye, Kendra J. Dumont vote Aye and Robert E. Prescott, Jr. vote Aye. Motion Passed.*

4. Driveway Rules and Regulations

Selectmen discussed the proposed changes to the driveway rules and regulations.

Selectman Prescott *Motioned to approve the driveway rules and regulations as presented. Selectman Cappucci Seconded. Enrico C. Cappucci vote Aye, Kendra J. Dumont vote Aye and Robert E. Prescott, Jr. vote Aye. Motion Passed*

Board of Selectmen

Respectfully submitted,
Nathan Boudreau, Executive Assistant

Date Accepted: _____

Kendra J. Dumont Chair

Robert Prescott Jr, Vice Chair



Enrico C. Cappucci, Member

Pursuant to the 'Open Meeting Law,' G.L. 39, § 23B, the approval of these minutes by the Board constitutes a certification of the date, time and place of the meeting, the members present and absent, and the actions taken at the meeting. Any other description of statements made by any person, or the summary of the discussion of any matter, is included for the purpose of context only, and no certification, express or implied, is made by the Board as to the completeness or accuracy of such statements.

	Documents used
1	Contract Of Employment – Denis Lev
2	Samantha Nelson Resume and Offer Letter
3	Guidelines and Specifications For Driveway and Access Ways
4	Shirley Rod and Gun One Day Liquor License
5	Open Meeting Law Complaint By Timothy Hatch
6	
7	
8	
9	

CONTRACT OF EMPLOYMENT
BETWEEN THE TOWN OF SHIRLEY
AND
DENNIS LEVESQUE

DRAFT

PREAMBLE

THIS CONTRACT made this day of January 23, 2017, by and between the TOWN OF SHIRLEY, a Massachusetts municipal corporation having a regular place of business at 7 Keady Way, Shirley, Massachusetts, hereinafter referred to as "the Town", acting by and through its Board of Selectmen, hereinafter referred to as "Selectmen." and DENNIS C. LEVESQUE, with an address of 102 Hazen Road, Shirley, Massachusetts, hereinafter referred to as "Levesque".

In consideration of the promises herein, the parties hereto mutually agree as follows:

A. EMPLOYMENT

Pursuant to the authority contained in Massachusetts General Laws (MGL) c. 48 and c.41, s. 1080, the Selectmen hereby agree to employ Levesque, and to appoint him to the position of Fire Chief, and Levesque hereby accepts employment on the following terms and conditions. Levesque works under the policy direction of the Selectmen, and under the administrative direction of the Town Administrator.

1. Personnel. Policy and Procedures Manual - Levesque will fall under the Personnel Manual and is subject to all rules and regulations within unless noted otherwise.

B. PERIOD OF CONTRACT

1. Levesque shall be appointed for a three (3)-year period beginning on July 1, 2017 and ending June 30, 2020.
2. It is expressly understood and agreed that a decision to not re-appoint Levesque on the expiration of this Contract, or any renewal or extension thereof, shall not be construed as a dismissal.
3. Either party may request, in writing, that the provisions of this Contract be re-negotiated for any extensions beyond June 30, 2020. The parties hereby agree that said written notice shall be given on or before December 31, 2019 and that said negotiations shall commence on or after January 1, 2020.

DRAFT

C. COMPENSATION

1. FY18 Salary: \$ 92,293.03: FY19 Salary: \$94,138.89: FY20 Salary: \$96,021.67 Any increases in salary shall be subject to appropriation by the Shirley Town Meeting, and otherwise shall be paid in conformity with the Personnel Policy and Procedures Manual.
2. The Town agrees that the Town shall not at any time during this contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.

D. DUTIES

Levesque's duties shall include, but not be limited to, the following:

1. He shall administer the Fire Department under the direction of the Selectmen, and in accordance with MGL c. 48.
2. He shall be the commanding officer of all Fire/EMS Department personnel, irrespective of rank.
3. He shall be responsible for the Ambulance Enterprise Fund.
4. He shall be in immediate control of all Town property used by the Fire/EMS Department.
5. He shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein.
6. He shall be fully informed of the collective bargaining agreement between the Town and the Fire/EMS Department personnel, and be able, through the Selectmen, to enforce its provisions.
7. He shall supervise the daily operation of the Fire/EMS Department.
8. He shall supervise all departmental personnel, sworn or civilian.
9. He shall prepare and submit the Fire/EMS Department annual operating and capital budgets.
10. He shall manage the Fire/EMS Department within the approved budgets.
11. He shall be responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Fire/EMS Department.

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12. He shall submit reports to the Town in writing when requested or required, in order to ensure the proper communication between the Town and the Fire/EMS Department.
13. He shall supervise the use of, and control, all equipment and motor vehicles belonging to, or used by, the Fire/EMS Department.
14. He shall supervise and control all training programs for all Fire/EMS Department personnel, and assign personnel for such programs.
15. He shall issue orders, rules, and regulations, policies and procedures, and assign shifts and duties of all Fire/EMS Department personnel
16. He shall be available for any hearing before any Selectmen of the Town at which the Fire/EMS Department is required to appear, and before the Town Meeting when necessary.
17. He shall be responsible for communications with the public, including the media, on matters related to fires, fire/ems operations, and Fire/EMS Department policies.
18. He shall at all times represent the Town in a professional and ethical manner, and shall perform additional duties as the Selectmen shall reasonably direct, and shall inform the Selectmen and the Town Administrator of all policies and plans of the Fire/EMS Department.

It is the duty of the Selectmen and Town Administrator to inform the Fire Chief of any complaints or suggestions brought to their attention, and to advise him thereon.

E. HOURS OF WORK

1. Levesque shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein. Levesque agrees to devote that amount of time and energy that is reasonably necessary to faithfully perform the duties of the Fire Chief under this Contract.

F. BENEFITS

1. Injured-on-Duty
Levesque shall be entitled to all injured-on-duty benefits to which other full-time fire/ems personnel in the Fire Department are entitled under the Massachusetts General Law.

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2. Retirement Benefits

Levesque shall be eligible to participate in the Town's retirement system.

3. Vacation

Levesque shall be entitled to annual vacation leave as per the Personnel Policy and Procedures Manual

4. Sick Days, Personal Days, Holidays, and Other Leave

Levesque shall be entitled to sick, personal, holiday administrative, and other leave as per the Personnel Policy and Procedures Manual In addition:

- a. Levesque shall not be required to be on duty on any public holiday listed in the Personnel Policy and Procedure Manual of the, provided, however, that Levesque shall report for duty, and if the holiday is one of the holidays listed in section 57A of chapter 48 of the Massachusetts General Laws, as that statute may from time to time be amended.
- b. Upon resignation in good standing, or retirement, Levesque shall be paid on a per diem basis for all accrued but unused vacation leave, the amount to be paid to be calculated as of the date of resignation or retirement, and paid within thirty (30) days thereafter.

5. Health Insurance

Levesque shall be offered enrollment in the Town of Shirley's health Insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Levesque shall be offered enrollment in the Town of Shirley's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Any additional life insurance offered by the Town may be purchased at Levesque's expense.

6. Vehicle

Subject to appropriation, the Town shall provide a suitable vehicle for use by Levesque for the performance of his official duties, for his professional growth and development, and, since he is on-call for 24 hours a day, 7 days a week, for personal reasons. The Town shall be responsible for all necessary maintenance, expenses, and insurance for such vehicle.

7. Uniform, Personal Equipment, Clothing Allowance

The Town shall pay annually to Levesque uniform, personal equipment, and clothing allowance comparable to that of the Fire Department union employees, subject to appropriation. This allowance may be used for uniform items, personal equipment related to the duties of the Fire Chief, and dress civilian clothing, as needed.

8. Professional Development and Membership

The Town recognizes its obligations to the professional development of the Fire Chief. In furtherance thereof, Levesque may be given an annual allowance, subject to appropriation, to be used toward the cost of membership in professional

organizations; toward seminars and courses and associated expenses; and toward professional subscriptions. Attendance at courses and programs requires the prior approval of the Selectmen.

9. Leave of Absence

Levesque shall be granted leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave; and other leave as required by law.

10. Other Benefits

Levesque shall receive all other benefits offered to all non-union, exempt employees in the Town of Shirley that are authorized by the Selectmen by written amendment to this contract.

G. OUTSIDE EMPLOYMENT

Levesque may be allowed to perform outside employment, with the following conditions:

1. Any outside employment shall be approved in writing, in advance, by a majority of the BOS, which may revoke said approval at any time at its sole discretion.
2. Any outside employment shall be compatible with the professional standing of the office of Fire Chief.
3. Any outside employment shall not conflict with Levesque's responsibilities as the Fire Chief.

H. OTHER WORK

Levesque may be allowed to perform winter plowing for the Town at any time during the normal workday, with the following conditions:

1. He shall receive only his normal salary, and no additional compensation from the Town.
2. He shall cease plowing and respond immediately to any emergency to which he would otherwise respond.

I. RESIGNATION; RIGHT TO NOT RE-APPOINT; DISCIPLINE

1. Termination by Mutual Agreement

This Contract may be terminated at any time by either party by mutual written agreement, signed by the Selectmen and Levesque, upon such terms and conditions as may be acceptable to both parties.

2. Resignation

In the event that Levesque desires to terminate this Contract before the term of

service expires, he may do so by giving the Selectmen sixty (60) days' notice in writing. Until the effective date of the termination, Levesque shall continue to perform his duties, and shall, if requested, cooperate with the Selectmen in the search for a successor.

3. Discipline, Discharge & Non Reappointment

It is agreed that Levesque may be disciplined, discharged or not reappointed only for gross misconduct (an objectionable action that is willful and cannot be described as a mistake or an act of negligence), upon proper notice and only after a hearing at which the Levesque shall have the right to be represented by counsel of the Levesque choosing.

Levesque shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Levesque at least thirty (30) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged, and (iv) the range of discipline considered.

Levesque shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principles of progressive discipline will apply and the Town recognizes its obligation to provide the Levesque with periodic performance evaluations.

Pursuant to MGL c 268A section 25, the Board of Selectmen may place the Levesque on Administrative leave without pay if he is indicted for a crime in connection with his employment.

After a majority vote of the Selectmen.

4. Appeal

- a. Levesque may appeal any discipline, including, but not limited to termination/discharge of employment, written reprimand and suspension to arbitration at the American Arbitration Association, according to its rules.
- b. The Town shall bear the costs of such arbitration except for Levesque's legal and witness costs. However, in the event of an arbitrator's finding of no just cause for the discharge or for the suspension given to the Levesque by the Board, then the Levesque shall be reinstated to full duty, and the Town shall also pay the Levesque any lost back pay, his lost benefits, and his reasonable counsel fees and counsel costs within thirty days of the arbitration award.
- c. Levesque has equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Levesque's expense.

J. INDEMNIFICATION

1. The Selectmen agree to maintain Professional Liability Insurance for the Town of Shirley in the amount of One Million Dollars (\$1,000,000) per occurrence, or any such greater amount as determined by the Selectmen, which policy shall cover Levesque; to provide legal counsel for Levesque in accordance with the provisions of MGL c. 258, §2, in defense of any action in which Levesque is named as a party, except as may relate to his reprimand, suspension or dismissal; and to indemnify, defend, save, and hold harmless Levesque in any demands,

claims, actions, suits, and legal proceedings brought against him in his official capacity, as an agent of the Town in accordance with, and subject to the conditions and limitations of, MGL c.258, §§1-8, 9, and 13. This indemnification shall survive and endure the expiration of this Contract for all actions taken while Levesque was employed by the Town and acting within the scope of his employment.

- 2. Should, subsequent to his service as Fire Chief, the Town call or summons Levesque to provide information about or testify as to actions that took place during his tenure as Fire Chief, Levesque agrees that, if requested in writing by the Selectmen of Selectmen, he will cooperate. The Town agrees to reimburse him for his reasonable per diem expenses associated with such testimony or cooperation.

K. INVALIDITY

If any paragraph, part of, or rider, to this Contract is found invalid, it shall not affect the remainder of this Contract, but said remainder of this Contract shall remain in full force and effect.

L. OTHER TERMS AND CONDITIONS

The Selectmen shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Levesque, provided that such terms and conditions are not inconsistent with the provisions of this Contract, Town bylaws, or other applicable laws.

M. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the Selectmen, and Levesque and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party, other than those contained herein. This Contract may not be changed except in writing and with the signatures of both parties

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract, in duplicate, as of the date first written above.

Board of Selectmen

Dennis Levesque

Samantha Nelson

24 Fredonian Street – Shirley, MA 01464
(508) 463-6921 | sanelson16@gmail.com

Education

Southern New Hampshire University – Manchester, NH

Anticipated May 2017

Bachelor of Science in Accounting

- Honors: GPA 3.884, President's List Fall 2014, Fall 2015, Winter 2016
- Relevant Coursework: Federal Taxation, Auditing, Financial Analysis, Managerial Accounting, Financial Accounting, Bookkeeping Processes, General Ledgers, Account Reconciliation, Financial Reporting
- Academic Projects: Financial statement analysis (balance sheet, income statement, cash flow) of Alphabet Inc., Tyco analysis in relation to the Sarbanes Oxley Act of 2002

Qualifications & Skills

- Invoicing
- Vendor Relations
- Customer Service
- Problem-Solving
- Analytical
- Time Management
- Leadership
- Communication
- Organizational

Professional Experience

Digital Federal Credit Union – Marlborough, MA

March 2013-Present

Consumer Loans Member Service Representative

- Advises members on credit scores and offers recommendation for improvement; increasing satisfaction
- Processes 12+ consumer loans daily to allow for purchases of solar panels and auto
- Responsible for training new hires on consumer lending procedures and department expectations; increasing knowledge and productivity
- Creates policies for solar lending program; increasing productivity and managing expectations

Century Bank & Trust—Newton Centre, MA

Head Teller

February 2012 – March 2013

- Performed depository transactions in a timely and effective manner; increasing satisfaction
- Maintained cash balance to adhere to regulations and ensure cash necessary for customer transactions
- Supervised teller staff in an effort to increase productivity and transaction accuracy
- Organized and filed bank documents; maintaining compliance with FDIC policies

Coach Leatherware --Wrentham, MA

Cashier/Sales Associate

September 2010 – February 2012

- Provided quality customer service in an effort to ensure satisfaction and loyalty
- Responsible for processing monetary transactions and performing register reconciliation
- Assisted in the training of new cashiers in an effort to increase productivity

Technical Proficiencies

MS Outlook, MS Word, MS Excel, MS PowerPoint, Google Apps for Education, Adobe Suite

Town of Shirley

BOARD OF SELECTMEN



7 KEADY WAY – SHIRLEY, MASSACHUSETTS - 01464-2812
Patrice Garvin, Town Administrator

TEL: (978) 425-2600, x121
Fax: (978) 425-2602

January 11, 2017

Samantha Nelson
PO Box 351
Shirley, MA 01464

Dear Ms. Nelson,

It is with great pleasure that I confirm our offer of employment with the Town of Shirley. The details of the offer are as follows:

Position: Assistant Treasurer Collector;
Full Time (37.5 Hours)

Department: Treasurer Collector

Union: Clerical

Salary: \$16.86/hr.

Appointment: Subject to ratification of the Board of Selectmen on January 23, 2017 and a successful completion of CORI check

Manager: Victoria Smith, Treasurer Collector

Please be advised that the first year in your position will be considered a probationary period.

Please be advised that the foregoing is not intended, nor should it be construed, as a binding contract of employment, either expressed or implied. Employees of the Town that are not otherwise covered by a collective bargaining agreement or have civil service status are at will employees, and the employment relationship may be terminated by either party, any time, with or without cause, and with or without notice.

On behalf of the Board of Selectmen, I would like to welcome you to the Town of Shirley and wish you success in your new position. If you have any questions regarding the terms of this agreement please do not hesitate to contact me at 978-425-2600.

Sincerely,


Patrice Garvin
Town Administrator

Cc: Employee file; Board of Selectmen

GUIDELINES AND SPECIFICATIONS FOR DRIVEWAY AND ACCESS WAY

1. Purpose:

- a. To provide maximum protection to the public through the orderly control of traffic moving onto and from streets and driveways or access ways.
- b. To provide a uniform practice and layout of driveways, entrances and access ways.
- c. To provide adequate drainage.
- d. To enhance public safety to the maximum extent possible and to provide safe and adequate access for police, fire and other emergency vehicles.

2. When Required:

A driveway or access way permit shall be required from the Board of Selectmen in all of the following instances:

- a. Prior to construction of a new driveway or new access way to serve a new or existing lot or use.
- b. Whenever there is a change of surface within the thirty (30) feet for an existing driveway or access way. **See section six (6)*
- c. For any alteration or relocation of an existing driveway or access way.

A driveway or access way permit shall be required whenever or access way exits onto a public way, a way approved under the provisions of the Subdivision Control Law (whether or not accepted as a public way), or an existing way (Whether private or public) upon which two or more existing lots front.

3. **Prior to Construction**, alteration, relocation, or resurfacing of a driveway within thirty (30) feet or access way an owner, or his designated agent, shall make written application for approval to the Board of Selectmen. Applications may be obtained from the Department of Public Works. Before approval is granted the application shall be reviewed by the Foreman of the DPW and Treasurer/Collector to make sure taxes/fees are current. These boards and officials shall consider the completed application and submit a final report thereon, with such recommendations as they deem proper to the Board of Selectmen. The Selectmen shall not make any determination upon the application until they have received the DPW Foreman or until twenty-one (21) days shall have elapsed since the transmittal of said application without such report and recommendation being submitted.

4. Required Plans:

Engineered plans, prepared by a registered surveyor or engineer shall be submitted together with the driveway or access permit application, in the following circumstances:

- a. If the length of the driveway or access way is greater than seventy-five (75) feet as measured along the center line of said driveway from the property line at the roadway to the structure being served by the driveway or access way; or

- b. If at any point the grade of the proposed driveway or access way is greater than two percent (2%) above the roadway elevation; or
- c. If there are any unusual circumstances pertaining to the driveway or access way or to the lot being served thereby, which, in the opinion of the Foreman of the DPW, require engineering or planning input in the design, layout and construction of the driveway or access way.
- d. All new driveway or access way applications must be submitted with an engineered plan. Permits for existing driveways must include a hand drawn plan. In either case, the Design Requirements listed below must be included on the plans.

5. Design Requirements:

Plans for any driveways or access ways that require a permit hereunder shall conform to the following design standards and include the following information:

- a. All Plans shall show the proposed driveway or access way, any other existing driveway or access ways accessing the lot in question, and any structures or use being accessed, or to be served by the proposed driveway or access way.
- b. Topographical contours shall be shown on the plans at two (2) foot intervals.
- c. Containment and proposed handling of surface water runoff shall be shown on the plans.
- d. Wetlands or any buffer areas within one hundred feet (100) of the proposed driveway or access way shall be shown on the plans.
- e. Soil conditions in the proposed driveway or access locations shall be shown on the plans.
- f. Materials to be used for construction of the driveways or access ways, as well as proposed surface materials for said driveway or access way shall be shown on the plan.
- g. Entrances shall be located to best advantage with respect to street alignment, profile site distance and safety conditions, as determined by the Foreman of the DPW.
- h. Driveways or access ways shall be located through the frontage and access strip of the lot except for common driveways and specifically authorized by a special permit under the Shirley Protective Zoning Bylaw.
- i. Driveway or access way grades and location shall be such as to provide for adequate and safe access for vehicles, including fire, police and ambulance vehicles.
- j. Driveways or access ways onto state highways shall conform to Massachusetts Highway Department standards and regulations.
- k. Minimum entrance widths (measured from the edge of the road surface to a point fifteen (15) feet onto the applicant's property).

	Min	Max
Residential commercial	15 feet	20 feet
Business and Industrial		
One Way	20 feet	24 feet
Two Way	20 feet each	20 feet each
	way	way

(With a four (4) foot minimum width island with "Keep Right" signs)

** Minimum width to structure will twelve (12) feet. Landing at road will be 1% Grade, at DPW's discretion.

Shared Residential Driveways shall comply with Section 16 of the Town bylaws. Design and/or construction specifications not specifically stated in the Shared Residential Bylaw indicate that these Design Requirements shall dictate.

For Commercial, Business and Industrial driveways and access ways: The entrance width shall be measured from the property line within a fifty (50) foot radius or forty-five (45) degree to the edge of the street.

- i. No driveway or access way to or from property shall be located at its juncture with a street or way as to create a danger or public safety hazard. No driveway shall be located closer than twenty-five (25) feet to any street intersection measured along the street lines. In any non-residential district, no two driveways on the same lot shall be located closer than twenty-five (25) feet to each other at their closest limits. Residential driveways shall be no closer than 20 feet to each other. In addition:
 1. An area of the main driveway or access way must be provided for emergency parking for a minimum of six (6) cars. Level areas between trees or alongside the driveway are acceptable.
 2. A turnaround that is located between seventy-five (75) feet to one hundred fifty (150) feet from the entrance of the driveway or access way must be provided at or near the house or structure being served. This turnaround should be large enough to enable an ambulance or truck to turn around without having to back the entire length of the driveway.
 3. The terminus of the driveway at the house or structure being served shall not be over one hundred (150) feet from the house.
 - m. Resurfacing and other changes to driveways and access ways, shall be designed and constructed such that there shall be no increase in surface water runoff from the lot, structure or use being served by the driveway or access way. The general approach, design basis, material, and construction regarding storm water management shall be as outlined and contained in Section 4.6 of the Planning Board Subdivision Rules and Regulations.
6. **The finished surface** of the driveway or access way shall be appropriate for the neighborhood and the environment, as well as the nature, quality and quantity of the expected traffic. The **first thirty (30)** feet of the driveway shall be paved. Where paving is required, all driveways are to be paved with a 1 ½" binder coat and 1 ½" top coat. All adjacent disturbed areas shall be graded and restored to a reasonable condition. The Town reserves the right to inspect the site before, during and after construction. All joints and cracks in pavement located adjacent to Town property (that is, on roads and sidewalks) shall be sealed with crack filler.
7. **No Occupancy or Use Permit shall** be issued for any lot, structure, or use to be served by the proposed driveway or access way until the Foreman of the DPW has inspected and approved the

construction of said driveway or access way. The Foreman may require such certification of construction as he deems necessary. Any driveway not completed fully at the time of occupancy shall require a bond equal to the cost of said completion.

8. No paving will be done between December 15th and April 15th. No exceptions.

**Town of Shirley
Temporary Liquor License Application**

1. Name of individual or organization applying for license: SHIRLEY GOD AND GON CLUB
2. Address: 99 KITTREDGE RD
3. Telephone Number: Home 978-425-2570 Work _____
4. Date(s) and time(s) license is requested: SEE ATTACHED
5. Reason and location at which license will be used: SEE ATTACHED
6. Number of people expected to attend: SEE ATTACHED
7. Name of individual(s) managing event: SEE ATTACHED
8. Address of individual(s) managing event: SEE ATTACHED
9. Telephone number(s): SEE ATTACHED
10. Name that should appear on the license: SEE ATTACHED

PLEASE NOTE

- A. All Applicants must supply Liquor Liability coverage through their insurance agency, listing the Town as "Additionally Insured", for activities that will be conducted in or on town buildings property. Applicants seeking a license for activities to be held on private property are strongly urged to obtain liquor license liability insurance.
- B. All special liquor licenses are subject to revocation by the Board of Selectmen, without notice, when it is deemed to be in the interest of the Town.
- C. All applicants for a special liquor license must be filed with the Selectmen at least THREE WEEKS prior to the date requested by the applicant to be considered.
- D. All application shall be accompanied by the correct application fee (\$25.00 per day).
- E. The Selectmen reserve the sole right to accept or reject any application when it is deemed to be in the best interest of the Town.
- F. All applicants must be at least 21 years of age when making application for a special liquor license.
- G. All parties that are issued a special liquor license shall understand that they are obligated to observe all relevant Town ordinances and by-law and all applicable state statutes in regard to the use of this license.

CGA
Signature of applicant

BAR MANAGER
Title (if applicable)

12/29/16
Date

Number
01-01-17

Fee
\$300.00

**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF SHIRLEY**

This is to Certify that:

Craig Carpenter, Bar Manager

Name

Shirley Rod & Gun Club, Inc. Kithredge Road, Shirley, MA 01764

Address

IS HEREBY GRANTED A SPECIAL LICENSE

FOR THE SALE OF WINES AND MALT BEVERAGES ONLY, TO BE DRUNK ON THE PREMISES

Under Chapter 138, Section 17, of the Liquor Control Act.

*Monthly Meetings: 1/12/17; 2/9/17; 3/9/17; 4/13/17; 5/11/17; 6/8/17; 7/13/17; 8/10/17; 9/14/17; 10/12/17;
11/9/17; 12/14/17*
Meetings to be held from 6:00 pm – 10:00pm

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires 12/14/17 at 10:01pm Unless sooner suspended or revoked.

**THIS LICENSE MUST BE POSTED IN A
CONSPICUOUS PLACE ON THE PREMISES**

January 23rd 2017

Date

Keltra J. Dannon
Keltra J. Dannon, Chair

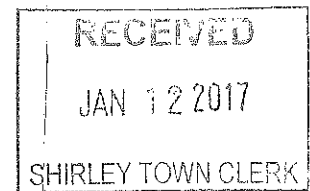
Robert E. Prescott
Robert E. Prescott, Vice Chair

Enrico C. Cappucci
Enrico C. Cappucci, Clerk

Date	Time	Reason	#people	Manager	Phone	Name on License
1/12/2017						
2/9/2017						
3/9/2017						
4/13/2017						
5/11/2017						
6/8/2017						
7/13/2017	6:00pm to 10:00pm		50	Leigh Blakely	978-273-0105	Craig Carpenter, Bar Manager
8/10/2017		Monthly Meetings				
9/14/2017						
10/12/2017						
11/9/2017						
12/14/2017						



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108



OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the Attorney General a copy of the complaint and a description of any action the public body has taken to address it. At the same time, the body must send the complainant a copy of its response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Timothy Last Name: Hatch

Address: 3 Maple Street

City: Shirley State: MA Zip Code: 01464

Phone Number: _____ Ext. _____

Email: maha24@verizon.net

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

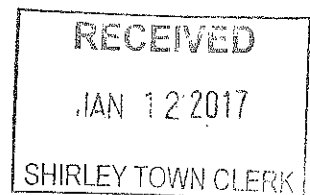
Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/
town, county or region, if applicable): Shirley Planning Board

Specific person(s), if any, you allege
committed the violation: _____

Date of alleged violation: 12/14/16



Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

RECEIVED
JAN 12 2017
SHIRLEY TOWN CLERK

It is alleged the Shirley Planning Board meeting notice for the December 14, 2016 session was in violation of MA OML. The topic listed, a discussion of a proposed alteration to a solar facility at 56 Walker Road, lacked sufficient specificity regarding the details of the particular items to be discussed. The topic discussed was actually a plan for a stormwater drainage system to be located on property at 3 Patterson Road, as well as an adjoining parcel under different ownership for which there was no evidence of a documented right of use, all for which a vote was taken. On January 18, 2016, Altus Power America, Incorporated was assigned a lease for property at 3 Patterson Road; one of the parcels experiencing erosion that necessitated the proposed alteration. The Middlesex South Registry of Deeds has recorded documents improperly listing or referencing this as Town of Shirley property. Book 67221 Page 1 has a letter from the Division of Fisheries and Wildlife incorrectly referencing the 56 Walker Road location as town-owned. Book 68390 Page 467 also mistakenly listed Book 13222 Page 96 as a marginal reference for 3 Patterson Road. Book 13222 Page 96 is a former landfill located on Leominster Road. The Westborough law firm listed on the recording also repeated this error in Book 68706 Page 148.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The action requested is for the Shirley Planning Board to nullify the vote taken on December 14, 2016 that unanimously approved the stormwater drainage system plan for 56 Walker Road. It is also requested that any future public notice, regarding either of the two approved solar facilities located on either of these two parcels, be sufficiently detailed so as to allow a reasonable member of the public to understand the specific location as well as the nature of the discussion.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Timothy Hatch

Date: Jan. 12, 2017

For Use By Public Body Date Received by Public Body For Use By AGO Date Received by AGO