

**BOARD OF SELECTMEN  
MINUTES  
March 24, 2014  
Slade Building**

**Members present:** Matthew Castriotta, Chairman  
Michael Stauder, Vice Chairman  
Daniel Galante  
Jeffrey Williams

**Staff Present:** Anita Scheipers, Town Administrator; Elaine Peterson, Town Secretary

**Others present:** Tom Howlett, Paul Sweeney, Stephen Comtois, Kevin Flynn, MRPC, John Nason, Paul Hale

Meeting was called to order at 6:30 p.m.

No one was present for Open Session. The Board invited Mr. Comtois to speak.

Stephen Comtois, from Brookfield, introduced himself and stated as he is running for State Representative under the Republican Party. One of his goals is to change the school foundation formula. He believes the current formula is antiquated. Special education is a big issue especially with that formula.

Regional transportation is an issue also, legislation promised 100% funding and it is not at that. Mr. Stauder asked about the continual rise of the school budget costs. Mr. Comtois stated it's the unfunded mandates that cost towns and the school money. Mr. Castriotta asked what he would do to get more revenue for the district. Mr. Comtois stated you have to have the ability to say no on Beacon Hill. The Board thanked him for coming in and Mr. Comtois thanked them for giving him the opportunity to speak.

The Board moved on to the Enforcement Committee Report. See attached report.

In summary, the committee has recommended allocating \$5,000 towards a pilot program that will determine the most efficient way to use the procedures Hubbardston already has in place for enforcement of bylaws. Mr. Stauder asked who determines what is junk. Mr. Galante stated it's pretty clear to most people what junk is but there will be opportunity to have a hearing if there is a challenge to the citation. Mr. Williams stated Hubbardston has a reputation of not following through with enforcement so people are not concerned. Ms. Scheipers reported one other key point counts on staff being more proactive in terms of letting each other be aware of what enforcement issues they are working on through the permitting process. Mr. Williams thanked Mr. Galante for acting as clerk for the committee.

Kevin Flynn of MRPC came in regarding the town's designated affordable housing property on Ragged Hill Road. He distributed photos of some of the recent affordable housing projects of MEC (Montachusett Enterprise Center, Inc), a non-profit affiliate of MRPC.

They are located in Athol and Fitchburg and are built by students from Monty Tech. Mr. Flynn indicated MEC's interest in the Ragged Hill road lots for a future affordable housing project. Mr. Flynn added they acquire property at token amount and do not pay market value. Mr. Stauder stated that at the 2012 Annual Town Meeting the Selectboard had stated these lots would be sold to replace \$100,000 back to the stabilization account. Mr. Castriotta stated there is now a question regarding the formula used to determine affordable housing requirements for the Town. Ms. Scheipers reported there is now research being done for the Planning Board that the town may be exempt from the 40B subsidizing acreage requirement due to so much state land being located in town. The determination will not be in for around a month. Mr. Flynn stated it is very hard to get that exemption. Ms. Scheipers stated the vote itself doesn't state we have to sell the land. She also pointed out the town has a very long list of tax title property. We will have several pieces of property that will be up for sale. Mr. Flynn stated he would wait to hear from the town regarding the planning board findings on the 40B issue. Mr. Flynn thanked the Board and exited the meeting. Mr. Castriotta thanked Mr. Flynn for coming in this evening. Mr. Flynn exited the meeting.

### **Budget Update**

Ms. Scheipers reported the Town Accountant found discrepancies in the excel sheet formula for the budget. She thanked Ms. DeLaRoche for her review and discovery of the errors in the budget. She stated the budget as currently prepared is not a balanced budget. Ms. Scheipers directed the Board to the draft full budget with corrected excel formulas.

Revenue projections have been updated based on the agreement between the House and Senate in terms of what the undesignated local aid monies would be; increased by about \$10,000. We will be able to apply 2012 and 2013 federal and state storm reimbursements toward reducing the FY'14 snow and ice deficit. She reported the snow and ice deficit will only be around \$75,000 assuming there are no large snowstorms going forward.

Free cash has not yet been approved by the Department of Revenue. Due to some accounting errors in Fiscal Years 2012 and 2013, DOR had asked that those corrections be made by the end of FY'13 which our new accountant has done. However, DOR has not approved that the way the accounting was finished actually wipes the error off the books. If DOR agrees the modifications made to the budget are appropriate we could have as much as \$200,000 of free cash available. If DOR still feels it is questionable then we could have approximately \$39,000 in free cash.

Ms. Scheipers stated the QRSD does not have updated budget numbers yet; it will be reduced but will not be as big as it is presently. We will be seeing an increase but don't know the amount yet.

Ms. Scheipers pointed out the 2% reduced budget version. The municipal side is 2.9 million dollars and the school side is 4.8 million dollars. We have very little control over a small pool of money. We can do this but it will not wipe out a deficit if the school presents high numbers. It's a case of keeping the school aware of what we can afford and keeping communication with the school district communities. Ms. Scheipers stated the Board could not vote tonight as numbers are not finalized yet.

**STM/ATM Warrant**

**Motion: M. Stauder**

**2<sup>nd</sup>: J. Williams**

**That the board officially open the warrant this evening to accept articles for the 2014 Annual Town Meeting, and for a possible Special Town Meeting to be held prior to the annual meeting, with the intent to close the warrant on April 24<sup>th</sup>**

**Vote: All in Favor**

**Warrant Article List** - See attached.

Ms. Scheipers presented an updated version of town meeting articles. As additional articles are submitted they will be added on.

**Town Administrator Report**- see attached

Ms. Scheipers reviewed her report with the Board. Ms. Scheipers noted the memorandum from the Town Clerk regarding the annual town election ballot deadline.

Regarding the tax delinquent gravel pit owners, the Planning Board will discuss on April 2 whether to revoke their earth removal permit. The Board asked Ms. Scheipers to convey their recommendation to revoke the permit.

Ms. Scheipers informed the Board that engineering firm Milone and MacBroom are working on the Healdville Road bridge repair design.

Discussion ensued on how to notify residents on New Templeton Road regarding the placing of Asian Long Horned Beetle traps. It was decided to place a Reverse 911 call to the area affected.

Ms. Scheipers will inform all Boards and Commissions on the date of the training from Kopelman & Paige, P.C.

**Minutes Approved**

**Motion: M. Stauder**

**2<sup>nd</sup> J. Williams**

**To approve minutes of March 10, 2014 as presented**

**Mr. Castriotta- yes, Mr. Stauder- yes, Mr. Williams- yes, Mr. Galante- abstain**

**Common Victualer License**

**Motion: M. Stauder**

**2<sup>nd</sup>: J. Williams**

**To approve and sign the common victualer license for Calico & Crème**

**Vote: All in Favor**

**Motion: M. Stauder**

**2<sup>nd</sup>: J. Williams**

**To accept resignation of Matt Castriotta from ad hoc Long Range Facilities Planning Committee effective March 24, 2014**

**Mr. Castriotta- abstain, Mr. Stauder- yes, Mr. Williams- yes, Mr. Galante- yes**

**Motion: M. Stauder**

**2<sup>nd</sup>: D. Galante**

**To appoint Jeff Williams to the ad hoc Long Range Facilities Planning Committee**

**Vote: Mr. Castriotta- yes, Mr. Stauder- yes, Mr. Galante- yes, Mr. Williams - abstain**

**Motion M. Stauder**

**2<sup>nd</sup>: J. Williams**

**To accept Dennis Halfrey's resignation from Planning Board effective March 18, 2014**

Vote: All in Favor

Motion: M. Stauder

2<sup>nd</sup>: D. Galante

To appoint Lucinda Oates to Cable Advisory Committee-term to expire June 30, 2014; and to appoint Catherine Ritchie, Dennis O'Donnell, Peter Jefts, Vincent Ritchie to the ad hoc Affordable Housing Committee- term to expire June 30, 2014

Vote: All in Favor

**Old Business:**

**Dartmouth Selectboard Letter**

Ms. Scheipers reported the Dartmouth Selectboard is asking Hubbardston for support by forwarding a letter to the legislative delegation on Beacon Hill to support small businesses by expanding the current tax exemption from 10% to 20% of their respective tax bill, allowing communities to expand the assessed value exemption from \$1 million to \$2 million dollars and increasing the number of employees a small business can have to qualify for the exemption from 10 -20 employees. The Board took no action.

Ms. Scheipers reported she is working on the new PILOT agreement with Seaboard Solar but DOR has issued new regulations for assessment of solar farms, so it may require a little more work on developing the agreement wording with Seaboard Solar. It will also impact the other PILOT agreements in place with the other solar farms by affecting the way we assess them. She stated she is working with Town Counsel and the Assessors to update the agreements.

Ms. Scheipers reported we still have not heard from the Division of Capital Asset Management and Maintenance (DCAMM) for the process of appraising and a list of appraisal companies for the DCR land and town owned land swap. She has called both Senator Brewer's and Representative Gobi's offices and asked them to kick start it on our behalf.

**Public Question and Answer –**

Paul Sweeney asked if there are any state programs or financial assistance for private properties that are getting run down. Ms. Scheipers replied that there are rehab programs but criteria for eligibility have to do with habitability not esthetics. . There really is no grant program in place to deal with outward appearance of residences. The board announced they would be going into executive session.

Motion: M. Stauder

2<sup>nd</sup>: J. Williams

To enter into Executive Session for reason # 3- to discuss strategy with respect to collective bargaining

Vote: Mr. Stauder- yes, Mr. Castriotta- yes, Mr. Williams, Mr. Galante- yes

\*\*\*\*\*Executive Session Minutes Are Separate\*\*\*\*\*

Motion: M. Stauder

2<sup>nd</sup>: D. Galante

To adjourn at 7:54 p.m.

Vote: All in Favor

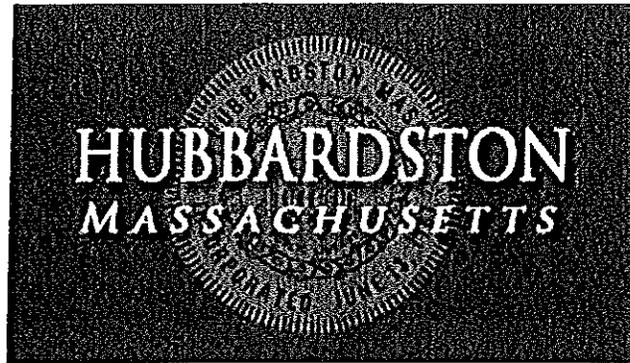
Respectfully submitted,

*Elaine M. Peterson*

Elaine M. Peterson  
Town Secretary

Approved: April 14, 2014

*Board of Selectmen  
March 24, 2014*



## 2013-2014 ad hoc Zoning Enforcement Committee

### Final Report

March 4<sup>th</sup>, 2014

Members: Vincent Ritchie (Chair)  
Peter Jefts  
Dan Galante  
Jeff Williams  
Anita Scheipers  
Larry Brandt (meeting attendee only)  
Tom Larson (meeting attendee only)

The ad hoc Zoning Enforcement Committee (Committee) was formed to initiate discussion on options for augmenting enforcement towards violations of the bylaws of the Town of Hubbardston, Massachusetts (Hubbardston). The Committee was comprised of two members of the Planning Board, two members of the Board of Selectmen (BOS) and the Town Administrator. The Committee convened 5 times (approximately once per month) with a quorum achieved at all meetings. Minutes were taken and distributed and non-sworn committee attendees included representatives of the Building Department and Board of Health.

### "Junk" Bylaw

The initial discussions of the Committee focused on potential modifications to the "junk" bylaw that was defeated at Town Meeting in June, 2013. Following a thorough review of that proposed bylaw modification and discussion of options to amend it, the consensus of the Committee was to focus on more general zoning enforcement options. That was thought to likely be more productive and time-worthy than to potentially waste time changing a proposed bylaw that was so soundly defeated. The Committee did, however, believe that it was worthwhile to "update" the existing bylaw to ensure enforcement directives are clear (i.e. who does the enforcing) and potentially to update definitions.

The Committee did discuss potential options for partnering with the DCR to organize a town-wide "Cleanup Day" which could be advertised (by the DCR who would sponsor this) as a day where Hubbardston residents would have a chance to cleanup their properties of old cars, metal and other debris at no cost. There was discussion of potential local (Worcester) companies that would remove these cars/junk from resident's properties with the use of a truck with "cherry-picker" which would mean all residents would have to do is make their unwanted items accessible.

### **Organization and Options for Enforcement**

The most important factor towards initiating / augmenting zoning violation enforcement is understanding the amount of manpower that is required to make it a worthwhile and efficient process. It is not solely important to have a strong enforcement officer, but also to have the behind the scenes research capabilities; the latter requiring expertise in the specifics of zoning laws applicable to the infractions being researched. As Hubbardston's enforcement officer (building commissioner) is already a part-time position, it is not possible to allocate an adequate amount of time towards researching many potential violations as the research is time-consuming and complex and would take away from other, important responsibilities of the Building Department. Therefore, although the Committee discussed increasing the enforcement officers hours (an option still on the table), it is likely that an increase in hours solely for violation enforcement would be very difficult for the building commissioner to dedicate to enforcement as he would probably just be pulled into other issues due to the fact that he is short-staffed/part time already.

Another option discussed was to potentially hire an outside consultant who specializes in zoning, permitting, Town commission-specific bylaws, and MGL's. The Planning Board has utilized these services effectively in the past. The outside consultant could research a violation from the standpoint from as many boards / commissions that would be applicable to the violation instead of the building commissioner having to go out and get the facts himself – which is time consuming. Following a thorough review, the outside consultant could then make a recommendation to the building commissioner on whether it was "worth it" to initiate enforcement. Factors would range from severity of the violation to the likelihood of successful enforcement (i.e. whether this issue would get bogged down in court, which could be of significant cost to the Town).

### **Prioritization / Collection of Issues**

The initial collection and prioritization of a potential violator master list is an important organizational step that needs to be taken. This process would begin with the building commissioner who is the closest to the situation and the most logical starting point based on his knowledge of existing conditions within the town. To augment this effort, the Town Administrator could add an agenda item at her staff meetings where any violations could be brought up and logged. A list would then be started and carried over on the log. Individual boards and commissions would also be expected to contribute to this master list compilation

process and could submit suggestions to the Town Administrator for logging. It is important to be thorough at the start to ensure that organizational protocols are achieved prior to any future expenditures (e.g. additional Town employee hours or outside consultant).

### Citation System / Hearing Officer

Some Commonwealth communities utilize a citation system to ticket residents for violations of bylaws. To implement this, briefly, an enforcement officer would ticket a violator and then a hearing would be held; almost like a local level court case. There are strict conditions who can have or be trained for the hearing office position but there are potential options to train Town staff, partner up with an adjacent town, or even enter into a municipal agreement with a larger City or Town where we pay to utilize this service (probably several times per year).

Hubbardston already has a mechanism in place for this citation system in the bylaws which includes a set citation fining pay scale. It has been a number of years since the bylaw went into affect so it may be necessary to re-review that scale prior to furthering any implementation. This is a viable option to explore as no zoning bylaw changes need to be made which makes the process more streamlined.

### Summary

The Committee's focus has evolved over the last four to five months. This focus has evolved into discerning the most efficient way to utilize "most" of the systems Hubbardston already has in place and then providing additional support towards competent and cost-effective enforcement.

We present to the BOS the above report in hopes that some "pilot" monies can be allocated for this program in the upcoming budget request. We believe that an amount of \$5,000 will be adequate to get the ball rolling; whether that means outside consultant assistance, additional enforcement hours, or further investigation into a citation system/hearing officer program. Although there are clearly up-front costs for any of these options, theoretically, these services could eventually pay for themselves if the Town is diligent in starting the process and following through. The Committee is not naïve to think that that will happen right away, or even ever, but after lengthy discussions with various Town departments regarding the history of enforcement in the Town, it became clear that Hubbardston needs to augment the current system so that the word gets out that there are repercussions for Town bylaw violations.

Best Regards,

Vin Ritchie (Chair)  
Peter Jefts  
Dan Galante  
Jeff Williams  
Anita Scheipers



To: Hubbardston Board of Selectmen

From: Anita Scheipers, Town Administrator

Date: March 24, 2014

Re: Bi-weekly Town Administrator Report

The following is a summary of key issues handled during the past weeks:

1. Annual Town Election Ballot: In your correspondence file you will see the memo from the Town Clerk notifying the Board of the May 6<sup>th</sup> deadline for notification to her office of any ballot questions voted by the Board. There is also a requirement that each question be voted to be placed on the Ballot by the BoS – with language identical to that which will be printed on the ballot document. Additionally, a Notice To Voters must provide a concise summary of each question and include brief statements of what the effect on yes or no votes would be. So far we have one potential ballot question submitted by the Assessors regarding changing the farm excise tax. (See attached.) I anticipate the Board voting on this at the April 7<sup>th</sup> meeting.
2. Tax Delinquency Case: The Tax Collector has notified me of a serious case of tax delinquency. The new owners of the land known as the “Marinelli gravel pits” are delinquent in approx. \$27,000 in taxes. They currently hold a earth removal permit from the Planning Board, which that board will be discussing the potential of revoking the permit. The Selectmen may waive the revocation of the permit. Does the Board wish to provide any feedback to the Planning Board prior to their April 2<sup>nd</sup> meeting?
3. Burnshirt Road Paving: As you are aware, MassDOT has tentatively agreed to swap the delayed Leominster Rt13 paving project with our Burnshirt Road paving project this year. They have opened a 30 day comment period and will be voting on April 16<sup>th</sup>. Tim Kilhart has confirmed with MassDOT that the design should be ready in time for work to be bid and completed this year, so things are still looking very positive for this project.
4. Healdville Rd Bridge: The Healdville Road bridge repair project has made it through both the House and the Senate and is still part of the Transportation Bond Bill. As such, it is highly unlikely that it would be dropped off the bill at this time, so this project will likely be funded by the state also; although Erin Ryan of Senator Brewer’s office is quick to remind us that authorization of the bond bill does not necessarily mean the Governor will actually approve the expenditure. We will keep plugging along on this item.
5. DCR Forest Fire Control Agreement Extension: We have signed the extension with DCR /DOD to continue the federal excess property agreement which allows the Town use of the federally provided brush fire truck. Please see attached documents.
6. DCR Testing for Asian Longhorned Beetles: DCR has contacted me regarding their intent to do some checking along town roadways for signs of Asian Longhorned Beetles. They stated they will be starting in the New Templeton Rd area. This will involve identifying target trees and temporarily marking them with fluorescent yellow plastic tape, and to later install pheromone beetle traps on those trees. These traps would lure and trap any beetle in the immediate vicinity. DCR will monitor the traps closely through the summer season and report to the Town immediately if any issues are found. The Tree Warden has been notified and can contact them with any questions or concerns.
7. Town Officials Training: I am working with Kopelman and Paige to establish a customized training for town officials to cover the topics of: a) How to conduct a flawless public hearing, b) Writing sound decisions for Planning Boards, ZBAs and Conservation Commissions, and c) Effective Enforcement for Zoning, Planning, Health Boards and Conservation Commissions. Invitations to all boards will be sent out once the training has been scheduled for this calendar year.



Joyce E. Green  
Town Clerk

THE TOWN OF  
HUBBARDSTON, MASSACHUSETTS

Office of the Town Clerk

7 Main St – Unit #12

Hubbardston, MA 01452

(978) 928-1400, Ext. 202 FAX (978) 928-1402

[tclerk@hubbardstonma.us](mailto:tclerk@hubbardstonma.us)

Hours  
Mon 2-8pm  
Tu-Th 8am-4pm

MEMORANDUM

Date: March 19, 2014  
To: Board of Selectmen  
Subject: Deadlines to place items on Annual Town Election Ballot for June 10

If the Board wishes to vote to place any questions on the ballot June 10, the deadline to notify this office in writing is Tuesday, May 6. The question must be voted exactly as it is to appear on the ballot. I would also like to remind you that any question placed on the ballot must be followed up by a Notice to Voters including the full text of the question, a fair and concise summary of each question, including a 1-sentence statement describing the effect of a yes or no vote prepared by Town Counsel and arguments for and against each question.

In addition to the officers whose terms are expiring this June, there are 4 vacancies on elected boards; 3 on Housing Authority and 1 on Board of Selectmen. **You must notify this office prior to April 7 if you wish those offices to appear on the ballot June 10.**

The complete list follows:

<u>POSITION</u>	<u>TERM</u>	<u>OFFICIAL CURRENTLY SERVING</u>
BOARD OF SELECTMEN (1 position)	3-Year	Matthew Castriotta
<b>BOARD OF SELECTMEN (1 position)</b>	<b>1-Year</b>	<b>VACANT (due to resignation)</b>
BOARD OF ASSESSORS (1 position)	3-Year	Albert Afonso
PLANNING BOARD (1 position)	5-Year	Peter Jefts
<b>PLANNING BOARD (1 position)</b>	<b>2-Year</b>	<b>VACANT (due to resignation)</b>
BOARD OF HEALTH (1 position)	3-Year	Hayden Duggan
QUABBIN REG SCHL DIST COMM (1 position)	3-Year	Tim Williams
FINANCE COMMITTEE (2 positions)	3-Year	Patrick Girouard
	3-Year	Faye D. Zukowski
CEMETERY COMMISSION (1 position)	3-Year	Ernest D. Newcomb
TRUSTEES OF PUBLIC LIBRARY (2 positions)	3-Year	Josephine Amato
	3-Year	Ann M. Gushue
<b>HOUSING AUTHORITY (1 position)</b>	<b>4-Year</b>	<b>VACANT</b>
<b>HOUSING AUTHORITY (1 position)</b>	<b>2-Year</b>	<b>VACANT</b>
<b>HOUSING AUTHORITY (1 position)</b>	<b>1-Year</b>	<b>VACANT</b>
PARK COMMISSIONER (1 position)	3-Year	Sanda Barry

Thanks.

Joyce

**Board of Selectmen voted to accept on August 30, 2010  
(must follow for 3 years before they can rescind and defer to Special Legislative Act)**

**Chapter 53**

**Section 18B Information relating to questions on city, town or district ballot;  
contents; written arguments by principal proponents and opponents; public  
inspection**

Section 18B. (a) As used in this section "governing body" shall mean, in a city, the city council or board of aldermen acting with the approval of the mayor subject to the charter of the city, in a town having a town council, the town council, in every other town, the board of selectmen and in a district as provided in sections 113 to 119, inclusive, of chapter 41, the prudential committee, if any, otherwise the commissioners of the district.

(b) The governing body of a city, town or district which accepts this section in the manner provided in section 4 of chapter 4 shall print information relating to each question that shall appear on the city, town or district ballot. The information shall include:

- (1) the full text of each question;
- (2) a fair and concise summary of each question, including a 1 sentence statement describing the effect of a yes or no vote, which shall be prepared by the city solicitor, town counsel or counsel for the city, town or district; and
- (3) arguments for and against each question as provided in subsections (d) and (e).

Not later than 7 days before an election at which the question shall be submitted to the voters in a city, town or district, the information in this subsection shall be sent to each household wherein a person whose name appears on the current voting list for the city, town or district resides.

(c) Not later than the day following the date of the determination that a question shall appear on the ballot in an election, the governing body shall provide written notification to the city solicitor or town or district counsel and to the city or town clerk.

(d) Not later than 7 days after the determination that a question shall appear on the ballot, the city solicitor or town or district counsel, as applicable, shall seek written arguments from the principal proponents and opponents of the question. For the purposes of this section, the principal proponents and opponents of a question shall be those persons determined by the solicitor or counsel to be best able to present the arguments for and against the question. The solicitor or counsel shall provide not less than 7 days' written notice to the opponents and proponents of the date on which the written arguments shall be received. Proponents and opponents shall submit their arguments, which shall be not more than 150 words, to the solicitor or counsel, together with a copy thereof to the city or town clerk or, in a district, to the clerk of each city and town within the district. The arguments and summary shall be submitted by the solicitor or counsel to the governing body at least 20 days before the election for distribution to voters in accordance with subsection (b). A copy of the arguments and summary shall also be submitted by the solicitor or counsel to the city, town or district clerk.

(e) In determining the principal proponents and opponents of a ballot question, the solicitor or counsel shall contact each ballot question committee, if any, as defined in section 1 of chapter 55. The principal proponents or opponents of a ballot question may include officers of a ballot question committee or officers of a city, town or district office or committee including, but not limited to, a finance committee or a school committee. In addition, the principal proponents or opponents may include the first 10 signers or a majority of the first 10 signers of a petition initiating the placement of such question on the ballot. The solicitor or counsel shall determine, based on a review of arguments received, the person or group best able to present arguments for and against a question. If no argument is received by the solicitor or counsel within the time specified by the solicitor or counsel, the solicitor or counsel shall prepare an argument and submit the argument to the governing body and to the city or town clerk or, in a district, to the clerk of each city and town within the district within the time specified in subsection (d).

(f) All arguments filed or prepared pursuant to this section and the information prepared pursuant to subsection (b), shall be open to public inspection at the office of city or town clerk or, in a district, at the office of the clerk of each city and town within the district. In addition, each city or town clerk shall make such information available to the voters at all polling places within the city, town or district.

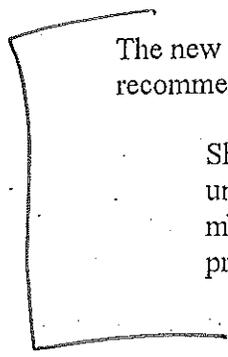
DISCUSS +  
VOTE ON  
4/7

B. Election Procedure

The new provision does not address election procedure. Therefore, it appears that the usual laws and procedures relating to municipal elections apply. The referendum may appear on any regular or special municipal election ballot and the municipal clerk must receive written notice of the referendum at least 35 days before the date of the election. G.L. c. 54, § 42C. The vote to place a question on the ballot must take place in sufficient time to meet this advance notice requirement.

The Office of the Secretary of State is responsible for administering and enforcing municipal election laws. Specific questions about the application of these laws to this referendum should be directed to the Elections Division of that office at 617-727-2828.

C. Form of Question



The new provision does not specify the form of the referendum. The following is recommended:

Shall the city/town of \_\_\_\_\_ cease assessing the excise imposed under General Laws Chapter 59, Section 8A on certain animals, machinery and equipment owned by individuals and non-corporate entities principally engaged in agriculture?

Yes \_\_\_\_\_ No \_\_\_\_\_

*Submitted  
By  
Assessor*

D. Approval of Question

The new provision does not specify the quantum of vote required to approve the referendum. Since no supermajority is specified, however, it appears the referendum will be approved if a majority of the people voting on the question vote "yes."

E. Effect of Approval

An approved measure will be effective beginning with the next annual farm excise assessment. The excise for a year is usually assessed in the fall and is due and payable in a single installment on November 1 or 30 days after the bill is mailed, whichever is later. Therefore, a city or town that seeks to stop assessing the excise beginning in a particular year would have to present the referendum to the voters and obtain approval before the assessors commit that year's excises. Taxpayers will continue to be liable for annual excises committed before approval of the referendum.

The new provision applies to the farm excise assessed to all individuals or non-corporate entities principally engaged in agriculture, not just those engaged in dairy farming. Once the referendum is approved, the assessors will stop assessing all farm excises.

TA Report

## Anita Scheipers

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**From:** Ryan, Erin (SEN) <Erin.Ryan@masenate.gov>  
**Sent:** Friday, March 14, 2014 10:46 AM  
**To:** Town Administrator  
**Subject:** RE: Transportation Bond Bill - Hubbardstyon's Healdville Rd Bridge Repair Project

Hi Anita,

I am pleased to say that the Healdville Road Bridge Project was included in the Senate version of the Transportation Bond Bill. The bill is going to conference committee, but as I believe the House and Senate both included the Healdville Road Bridge Project for the amount of \$200,000 this project should not be subject to negotiations of the conference committee and should be in the final version of the bill that gets enacted in the House and Senate.

As you may know, the Transportation Bond Bill is a Capital bill and the legislature authorizes a certain amount of spending for a variety of projects. Though the spending is authorized by the legislature there is no requirement that the funds are spent, as the Governor has the discretion over which funds are released and when.

I hope this information is helpful and will keep you updated on the status of the Transportation Bond Bill as it makes its way through the conference committee and back to both chambers for enactment. Please do not hesitate to contact me with any additional questions or concerns.

Best,

Erin

**From:** Anita Scheipers [<mailto:admin@hubbardstonma.us>]  
**Sent:** Thursday, March 13, 2014 8:56 AM  
**To:** Ryan, Erin (SEN)  
**Subject:** Transportation Bond Bill - Hubbardstyon's Healdville Rd Bridge Repair Project

Erin

On a new topic, do you know if Hubbardston's Healdville Rd Bridge Repair project made it through the Senate version of the Transportation Bond Bill? We are hoping it did as that would save Hubbardston approx. \$150K in FY15 and allow those C90 funds to be used for much needed road repairs.

Is the bill now in joint committee? Do we have any expected date by which a final version might be ready?

Thank you in advance.

Anita M. Scheipers  
Town Administrator  
7 Main Street – Box 3  
Hubbardston MA 01452  
978-928-1400 x 200

## Anita Scheipers

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**From:** Hubbardston Tax Collector <taxcoll@hubbardstonma.us>  
**Sent:** Wednesday, March 19, 2014 11:16 AM  
**To:** Town Administrator  
**Subject:** Delinquent Taxes on 8 parcels  
**Attachments:** SKMBT\_22314032010190.pdf; SKMBT\_22314032010200.pdf

Hi Anita,

I would like to bring to your attention a serious tax delinquency of 8 parcels of land located on Pitcherville Rd., in Hubbardston.

Owners: J.J.Palm Trust  
Ann Marinelli/Louise Proulx

Subsequent New Owners: Hubbardston Sand, LLC

These are commonly called the "Marinelli gravel pits" on Pitcherville Rd.

The real estate taxes have not be paid for FY 2012, 2013 and 2014. The years of 2012 & 2013 are in tax title now with the treasurer.

The total due for real estate is \$24,842.50 plus additional interest and fees.  
The total due for excise for 2012 & 2013 is \$3012.17 plus additional interest and fees.

I have attached a copy of their Earth Removal Permit, granted by the Planning Board (PB).

Under the provisions of Chapter 40, Sec 57 "Local Licenses and permits; denial, revocation....." (attached), I am requesting that the PB (b) consider revocation/suspension of this permit. The chapter under (d) indicates that the Board of Selectmen may waive revocation/suspension.

I called the D.O.R. today and spoke with Gary Blau and he listed several reasons the PB could revoke this permit as outlined in the conditions. The petitioner/owner never put up a bond and did not comply with the every 6 months review with the PB. The permit was granted in Nov. 2012. Gary's biggest point was now that the Town has a lien on the property(s), the treasurer should begin foreclosure procedures as outlined by M.G.L. But he did agree there is enough evidence to move forward with revocation process.

I wanted to bring this to your attention first because of the EXTREME tax delinquencies and secondly, for the other problems listed above. I spoke to Deb B about this and she supplied me with a copy of the permit and the PB has requested that Hubbardston Sand appear at their meeting on Wednesday, April 2.

The total taxes due are \$27,854.67.

Thanks,

C.W.Doane  
Tax Collector

FEDERAL EXCESS PERSONAL PROPERTY  
COOPERATIVE AGREEMENT

Between

The Massachusetts Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry:

Hubbardston 7 main st unit #5 01452  
Cooperator (fire dept.) #, street address, city/town zip code

(978) 928-4423 (978) 928-1429 firechief@hubbardstonma.us  
phone number fax number email address

Background and Authorities:

- A. The Massachusetts Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry is mandated with the responsibility for providing aid and advice to cities and towns in the Commonwealth according to Chapter 21, Sections 1 and 4, Chapter 48, Section 28, of the General Laws of the Commonwealth amended, and with authority of P.L. 95-224 Federal Grant and Agreement Act of 1977 and P.L. 95-313 Cooperative Forestry Assistance Act Section 10(c).

Purpose:

Better utilization of Excess Federal Property in the Control of Wildland and community fire protection.

Agreement:

This Cooperative Agreement by and between the Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry (hereinafter referred to as the Department) on behalf of the Commonwealth of Massachusetts, and

Hubbardston, (Hereinafter referred to as the Cooperator):  
Name of fire department

*SPECIAL NOTATION: This Agreement is not to be confused with the DoD Firefighting Property Program also administered through the US Forest Service and available to fire departments in Massachusetts. It should be noted that many fire departments will have equipment obtained via both this and the Ffp Program, but the items must be identified separately. See more specific details in following paragraphs.*

Witnesseth:

Whereas, the ability to control wildland and community fires is essential to a community's effective fire protection program, and

Whereas, the Cooperator can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the Department in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator:

Now therefore, the parties of this agreement do hereby agree as follows:

I. The DEPARTMENT:

- A. Shall endeavor to make available equipment according to the terms set forth in this agreement.
- B. Will assure that Title to the equipment shall remain with the United States Government.
- C. Recognizes ownership of all accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as the Cooperator's, and the Cooperator may remove same, prior to returning the equipment to the Department.

II. The COOPERATOR agrees:

- A. To accept the equipment as is (State's share) and to repair and equip it for use primarily to control wildfires and incidentally for structural fires.
- B. To have FEPP equipment in service within ONE year of date of acquisition.
- B. To train their personnel in the proper operation of any equipment provided.
- C. It will not be a conduit for the passing of equipment to agencies not actively engaged in fire protection.
- D. It will notify the District Fire Warden and complete the necessary paperwork before transferring any equipment out of its jurisdiction. Must notify the District Fire Warden and local law enforcement within 48 hours, or as soon as practical, of all damages, vandalism or theft of the federal excess property on loan under this agreement. This includes the event of an accident or death involving a vehicle on loan to the Cooperator. It will paint the equipment to match the other equipment owned by the Cooperator.
- E. The equipment will be marked with the US Forest Service "tags" and DCR explaining the program ("tags" and "sticker" provided by the Department).
- F. To use this equipment to assist in the suppression of fires and for other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
- G. To pick up this equipment at a place designated by the Department and to be responsible for all operational cost, transportation and repairs.
- H. To provide for adequate storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the Department.
- I. To assume the cost of returning the equipment to a location identified by the Dept.
- J. To have in force at the time the equipment is secured and to keep in force throughout the term of this agreement insurance to cover any liabilities resulting from the use of this equipment.  
If a Cooperator carries insurance greater than the liability, it may need to be negotiated as to repayment of replacement (ie. Cooperator must prove "investment costs to equipment" for reimbursement, since Gov't. owns):
- K. To not exceed manufacturer's maximum weight limitations.
- L. To provide adequate storage for vehicles or equipment to assure against damage or loss until returned to the Department for disposition.

M. That none of the equipment provided by the Department nor any part or portions thereof, shall be sold, junked, or traded by the Cooperator other than in accordance with the Return and Disposal Instructions promulgated by the Department, which may be obtained upon request. In this regard, it is understood by the Cooperator that Title to and ownership of all equipment shall remain vested in the U.S. Forest Service and that said specified equipment is made available to the Department (and consequently to the Cooperator) pursuant to the Federal Excess Property Program(see "Background and Authorities").

M1 Initials of Chief:

- N. Cannibalization or major modification of FEP must have prior permission from the Department
- O. To make the equipment available for inspection, when requested, by a representative of the DCR or the US Forest Service
- P.

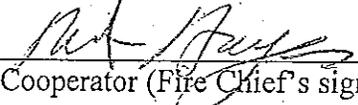
III. This agreement will be effective from the date of execution by the State Forester and will continue in force unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed, or modified, only by written agreement of both parties.

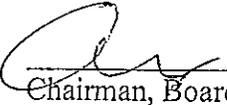
IV. The Cooperator agrees to hold harmless and to indemnify the Commonwealth of Massachusetts, its agencies, officers, agents, and employees against all claims, demands and causes of action by third persons for death, bodily injury or loss of damage to property in so far as claim, or demand or cause of action results from the use of equipment provided by the Department.

V. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.

In witness thereof, the parties by and through their duly qualified and acting officials have hereunto set their names.

Printed Name: Chief Robert Hayes

 2/13/14  
Cooperator (Fire Chief's signature) Date

 3/13/14  
Chairman, Board of Selectman (or other) Date

David Celino, Chief Warden \_\_\_\_\_  
Date

Department of Conservation and Recreation  
Bureau of Forest Fire Control & Forestry

---

Peter Church, State Forester  
Department of Conservation and Recreation

Date

File: FEP cooperative agreement 2007 (revised 8/2001; Update 3/05; 1/24/06; 6/21/07;  
5/18/2011)

DoD FIREFIGHTING PROGRAM  
COOPERATIVE AGREEMENT

Between

The Massachusetts Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry:

Hubbardston  
Co-operator (fire dept.)

7 Main St Unit # 5  
#, street address, city/town

01452  
zip code

(978) 928-4423  
phone number

(978) 928-1429  
fax number

firechief@hubbardstonma.us  
email address

Background and Authorities:

- A. The Massachusetts Department of Conservation and Recreation, Bureau of Forestry and Fire Control is mandated with the responsibility for providing aid and advice to cities and towns in the Commonwealth according to the General Laws of the Commonwealth amended: Chapter 21, Sections 1 and 4, Chapter 48, Section 28
- B. With authority of the DoD firefighting property transferred under: 10 U.S.C. 2576b administered by the USDA Forest Service.  
The Economy Act, 31 U.S.C. 1535

SPECIAL NOTATION: This Agreement is not to be confused with the Federal Excess Personal Property (FEPP) Program also administered through the US Forest Service and available to fire departments in Massachusetts. It should be noted that many fire departments will have equipment obtained via both this and the FEPP Program, but the items must be identified separately. See more specific details in following paragraphs.

Purpose:

Utilization of DoD Excess Federal Property in the Control of Wildland and community fire protection and emergency services.

Agreement:

This Cooperative Agreement by and between the Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry (hereinafter referred to as the Department) on behalf of the Commonwealth of Massachusetts, and Hubbardston, (Hereinafter referred to as the Cooperator):  
Name of fire department

Witnesseth:

Whereas, the ability to control wildland and community fires is essential to a community's effective fire protection program, and

Whereas, the Cooperator can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the Department in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator:

Now therefore, the parties of this agreement do hereby agree as follows:

I. The DEPARTMENT:

- A. Shall endeavor to make available equipment according to the terms set forth in this agreement.

- B. Provide title to the equipment being transferred to the FIRE DEPARTMENT at time of issue. (Title will be in the name of the FIRE DEPARTMENT or legal name of the corporation, or public entity responsible for the FIRE DEPARTMENT not an individual member)EQUIPMENT must be kept in service by the FIRE DEPARTMENT for a minimum of two years from the date of registration. Property lost, stolen, damaged beyond repair prior to this one year minimum date must be reported within 24 hours of event to the Department.
- C. Recognizes ownership of all accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as the Cooperator's.

II. The COOPERATOR agrees:

- A. To accept the equipment as is and to repair and equip it for use primarily to control wildfires and incidentally for structural fires.
- B. To have FFP Equipment in service within one year of date of acquisition.
- C. To train their personnel in the proper operation of any equipment provided.
- D. It will not be a conduit for the passing of equipment to agencies not actively engaged in fire protection.
- E. It will notify the District Fire Warden and complete the necessary paperwork before transferring any equipment out of its jurisdiction. It will also notify DCR if the equipment is lost, stolen or damaged within 48 hours if this agreement is still in effect.

E1. Initials of Chief:

- F. It will paint the equipment to match the other equipment owned by the Cooperator
- G. The equipment will be marked with stickers and tags provided by DCR.
- H. To use this equipment to assist in the suppression of fires and for other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
- I. To pick up this equipment at a place designated by the Department and to be responsible for all operational cost, transportation and repairs.
- J. To provide for adequate storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the Department and the US Forest Service.
- K. To have in force at the time the equipment is secured and to keep in force throughout the term of this agreement insurance to cover any liabilities resulting from the use of this equipment.
- L. To not exceed manufacturer's maximum weight limitations.
- M. Recipients of Firefighting Program property will provide access to and the right to examine all records, books, papers, or documents relating to DoD firefighting property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representatives.

III. This agreement will be effective from the date of execution by the State Forester and will continue in force unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed, or modified, only by written agreement of both parties.

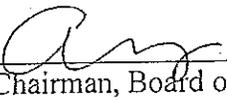
- IV. The Cooperator agrees to hold harmless and to indemnify the Commonwealth of Massachusetts, its agencies, officers, agents, and employees against all claims, demands and causes of action by third persons for death, bodily injury or loss of damage to property in so far as claim, or demand or cause of action results from the use of equipment provided by the Department.

V. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.

In witness thereof, the parties by and through their duly qualified and acting officials have hereunto set their names.

Printed Name: Chief Robert Hayes

 3/13/14  
Cooperator (Fire Chief's signature) Date

 3/13/14  
TOWN ADMINISTRATOR  
Chairman, Board of Selectman (or other) Date

\_\_\_\_\_  
David Celino, Chief Warden Date  
Bureau of Forest Fire Control & Forestry

\_\_\_\_\_  
Peter Church, State Forester Date  
Department of Conservation and Recreation

File: FFP cooperative agreement 2007 (revised 8/2001; Update 3/05; 1/24/06; 6/21/07; 3/15/11)



## Early Detection: Asian Longhorned Beetle Traps



The Massachusetts Department of Conservation and Recreation (DCR) in cooperation with the United States Department of Agriculture (USDA) will place and monitor Asian Longhorned Beetle (ALB) Traps in trees to help eradicate the ALB from Worcester County. Traps will be placed within and around the Worcester County Regulated area from June through September. In preceding years, these pheromone traps have proven effective in identifying previously unknown infested areas.

The traps will use a lure cocktail that combines ALB pheromones with plant volatiles of host trees. This cocktail combination has been proven to be effective at attracting ALB. A pheromone is a chemical that is secreted by animals and insects which affects the psychology and behavior of the opposite sex. Plant volatiles are volatile organic chemicals (VOC) released by plants. If ALB is present in the area, it will be lured into these traps when the pheromone and the plant volatiles are received by the beetles.

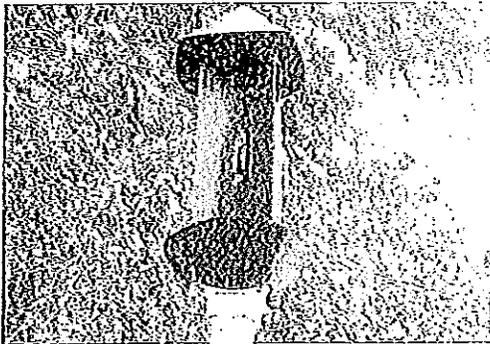
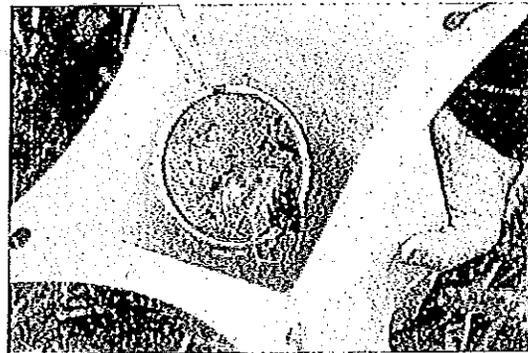


Photo of ALB trap located in the lower canopy



Collection jar at the base of the trap reveals a captured ALB

This year traps will be strategically placed in the lower canopy of selected trees. Beetles that are lured into the traps will be captured in a collection jar located at the base of the trap. Traps will be checked biweekly by program personnel.

Early detection of Asian Longhorned Beetle infestations is a critical tool for the eradication of ALB and the preservation of non-infested host trees. The utilization of trap lines combined with field survey is effective in identifying the boundaries of infestation. If you have any questions, or concerns, please contact program officials at (866) 702-9938.



**K&P KNOWLEDGE IS PREVENTION**  
**FREE SEMINAR AND WORKSHOP PROGRAM FOR CLIENTS**

*SUGGESTED TOPICS INCLUDE:*

- Community Preservation Act
- Writing Sound Decisions for Planning Boards,  
Zoning Boards of Appeal, and Conservation Commissions
- Drafting Reasonable Wetlands By-laws and Regulations to Withstand Successful Challenge
- Open Meeting Law and Public Records Law
- Pre-existing Nonconforming Residences
- Street Layout Process
- Comprehensive Permits
- Sexual Harassment Prevention Training
- The Effects of Technology on the Public Records and Open Meeting Laws
- How to Conduct a Flawless Public Hearing
- Disciplining Public Employees with Due Process
- Conflict of Interest
- Show Cause and Disciplinary Hearings
- Land Use Law and Procedures
- Procurement and Contracting
- Betterment Assessments
- Private and Public Ways – Municipal Duties and Liabilities
- How to Conduct a Liquor License Hearing
- Municipal Tort Claims and Street Defects
- Effective Enforcement for Zoning, Planning, Health Boards, and Conservation Commissions
- Cable TV – License Negotiations in the Age of Competition
- Acquisition and Disposition of Land, Leases, Easements, and Restrictions
- Avoiding Unfair Labor Practice Charges