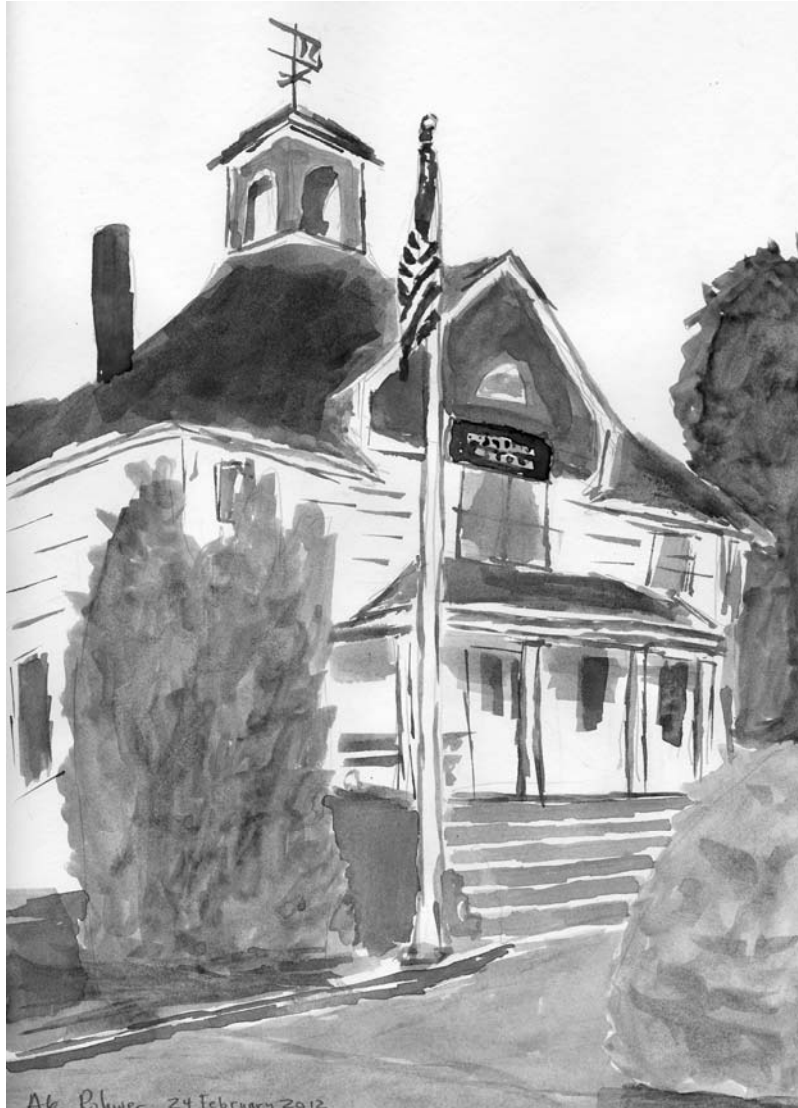




TOWN OF BOXBOROUGH



**Please bring this Warrant
to the Special Town Meeting**

**Monday, June 3, 2013, 7 PM
Blanchard Memorial School Gymnasium**

Cover Artwork by Alan Rohwer, 24th February 2012

**TOWN OF BOXBOROUGH
SPECIAL TOWN MEETING
JUNE 3, 2013
LIST OF ARTICLES**

- 1. AMENDMENTS TO REGIONAL SCHOOL AGREEMENT**
- 2. OFFICE OF LOCAL SCHOOL COMMITTEE**

To either of the Constables of the Town of Boxborough, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify all residents of the Town of Boxborough, who shall be qualified to vote in accord with the provisions of M.G.L. Chapter 51, Section 1, to meet at the Blanchard Memorial School, 493 Massachusetts Avenue, Boxborough, MA on Monday, June 3, 2013 at 7:00 p.m. to act on Articles 1 through 2 of this Special Town Meeting Warrant.

ARTICLE 1 AMENDMENTS TO REGIONAL SCHOOL AGREEMENT
(Ballot Vote)

To see if the Town will vote by ballot, consistent with the terms of Section 7 of the existing “Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts,” to accept the amendments to said Agreement which have been initiated and approved by a majority of the members of the Regional School Committee, substantially in the form set forth below, with such further amendments as may be required by the Commissioner of Elementary and Secondary Education, approved by a majority of the members of the Regional School Committee and submitted to the Board of Selectmen of each member town prior to its vote on this article; provided, however, that all such amendments shall take effect only if: (a) said amendments have been approved by the Commissioner of Elementary and Secondary Education, and (b) said amendments have been accepted by a majority of the voters present and voting in the Acton Town Meeting and separately in the Boxborough Town Meeting, or to take any other action relative thereto.

4/29/13 4/8/13 4/2/13 3/18/13 2/26/13 1/14/13
(With Appendix A)

AGREEMENT
FOR A REGIONAL SCHOOL DISTRICT
FOR THE TOWNS OF
ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised effective _____, 2013)

(As approved March 21, 1955 and
As Amended on: October 10, 1955
October 1, 1956
March 9, 1959
December 27, 1973 and
October 5, 1998)

Certificate of the Secretary

I, the undersigned Secretary of Acton-Boxborough Regional School District having custody of its official records, hereby certify that this document represents the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts as amended to date.

Witness my hand and the official seal of said Acton-Boxborough Regional School District this ~~6th day of October, 1998.~~ _____ day of _____, 2013.

Secretary as aforesaid

Acton-Boxborough Regional School District

AGREEMENT

This Agreement is intended to establish a~~For a~~ pre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMITTEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, ~~six~~ seven (7) ~~from residing in~~ the Town of Acton and ~~three (3)~~ four (4) residing in ~~from~~ the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- CB. At the annual town elections beginning in 2015, the Town of Acton shall elect ~~two (2)~~ two (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- DC. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- ED. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

~~EE.~~ At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own members, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.

~~EG.~~ On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards. a number of votes determined by dividing the population (as determined by the most recent town census) of Acton by twice the population of Boxborough and rounding the result to the nearest one-tenth.

SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades ~~pre-school~~seven through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

SECTION 3. SCHOOL ATTENDANCE

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- ~~D.~~ During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the "first option" described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of

that student, will be given a preference in terms of continuing to attend at that school.

SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton and or Boxborough. Each community will be guaranteed at least one school within its borders.
- B. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. Said conveyance of these school properties shall be contingent upon the execution of intermunicipal agreements between Acton and the District and between Boxborough and the District which will resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings, address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued town uses as defined in those agreements, and otherwise ensure that any issues of mutual concern to each Town and the District regarding these properties are satisfactorily addressed in those agreements. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- ~~A. For the purpose of apportioning assessments levied by the District against Acton and Boxborough, costs shall be divided into three categories: construction costs, capital costs and operating costs.~~
- ~~1. "Construction costs" shall include the costs of creating or acquiring new and/or additional educational, administrative or other permanent or temporary District building space and/or substantial renovation of existing permanent or temporary District building space or sites therefore, including but not limited to costs of plans, original equipment and furnishings, architect's fees, consultant's fees, site work, and start up operations, and also the payment of principal of and interest on bonds or other financial obligations issued by the Regional School District to finance construction costs. The intent is to include such costs as would be part of an approved school project which are or would have been eligible for a school building assistance grant for a capital construction project, major reconstruction project and/or emergency reconstruction project as those terms are defined in the School Building Assistance Program established by St. 1987, c. 746, s. 2, as~~

amended (M.G.L. c. 70, App. s. 1-1 through s. 1-21) and the Department of Education, School Construction Regulations, Title 603, Chapter 38 of the Massachusetts Code of Regulations.

2. ~~"Capital costs" shall include all costs for equipment and/or extraordinary expenses which are not "construction costs" as defined in the preceding subsection, and are not "operating costs" as defined in the following subsection, whether financed by the issuance of bonds, or other financial obligations, or paid for out of a single annual assessment to the member towns. In the event such costs are financed by the issuance of bonds or other financial obligations, the periodic payments of the necessary interest, as well as the repayment of principal, shall be included in "capital costs."~~

3. ~~"Operating costs" shall include salaries and benefits paid to personnel; pension costs; periodic lease payments for building space owned by others which may be used for Regional School District activities; payments for contracted services; costs of ordinary maintenance and repairs of the District's buildings, grounds and equipment; payments for materials and supplies; costs of textbooks and learning materials; utility expenses; costs of recruitment, evaluation, training and administration of personnel; necessary insurances; and other costs related to the provision of organized instruction to students; including interest on temporary notes issued by the District in anticipation of revenue, but excluding transportation expenses as provided in Section 6.~~

- A. The construction, capital, ~~and operating,~~ and transportation costs of the District and payments of principal ~~of~~ and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough ~~towns~~ as set out in subsections B and C below.
- B. Providing such is not contrary to applicable law, each member town's share of capital, ~~and operating~~ and transportation costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.
- C. Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12 facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12

facilities. Acton shall pay the remainder of such construction costs attributable to the Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.

- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference. (Note: The percentages and the other figures used in this subsection are currently under discussion.)
- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections ~~C~~B and ~~D~~C above.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section ~~7~~8, the formulas in Section 5 will be renegotiated.

~~SECTION 6. TRANSPORTATION~~

- ~~A. School transportation shall be provided by the Regional School District. Notwithstanding any other provisions of this agreement, the net cost of school transportation for each member town shall be separately determined each year and added to the other expenses and costs apportioned to and paid by the respective member towns under this agreement. As used in this Section 6, the words "net cost of school transportation" shall be deemed to mean the total cost to the district of transporting pupils from a member town to a District School for a calendar year (1) less any moneys or other credits received or to be received by the District in the preceding calendar year for transporting pupils from such member town and whether received or to be received from the Commonwealth of Massachusetts by way of reimbursement or otherwise or from any other source; and (2) adjusted to reflect any overpayment or underpayment by such member town for any preceding calendar year.~~

~~SECTION 7~~6. AMENDMENTS

- A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to

procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.

- B. Said petition shall also contain, at the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in each member town shall include, in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by a majority of voters present and voting in each of the member towns. Said vote shall be by ballot.
- C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

SECTION 87. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 76 above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt

issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

| SECTION ~~98~~. WITHDRAWAL OF MEMBER TOWNS

Any member town may petition to withdraw from the Regional School District under terms stipulated in Section ~~76~~ of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness and interest or which has been deposited for the purpose as provided in the second paragraph below ~~Section 9 C~~.

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

| SECTION ~~109~~. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

| SECTION ~~110~~. BUDGET

- A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the

amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.

- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on which the final annual budget is adopted by the Committee, the Treasurer of the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.
- E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

| SECTION ~~12~~11. ANNUAL REPORT

| The Committee shall on or before ~~October 1~~July 10 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

SECTION 12. TRANSITION PERIOD

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School Committee will continue to oversee and operate the pre-school through grade 6 programs in Acton and Boxborough, respectively, subject to the restrictions spoken to in paragraph D below, and until said date the Acton-Boxborough Regional School Committee will continue to oversee and operate the grades 7-12 programs for the two towns.
- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a “transitional school committee,” consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.
- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
 2. The power to establish and adopt policies for the expanded regional school district.
 3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
 4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.

5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
 6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.
 7. The power to develop and adopt a strategic plan for the expanded regional school district.
 8. The power to appoint subcommittees.
- D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:
1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.
 2. Program offerings will remain substantially the same.
 3. No school choice openings will be filled to take effect after June 30, 2014 except with the approval by majority vote of the Regional School Committee acting as the Transitional School Committee.
 4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
 5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee will authorize the payment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students.

~~SECTION 13. LEASE OF BUILDING~~

~~The District is authorized to lease the Blanchard Auditorium from the town of Acton under the terms substantially as set forth in the attached Exhibit A_~~

This agreement shall take effect on July 1, ~~2014~~¹⁹⁹⁹ and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations, either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one year period.

~~IN WITNESS WHEREOF the parties hereto have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this day of 6th of October, 1998.~~

IN WITNESS WHEREOF, this agreement has been ~~executed~~, approved and accepted as of the _____ day of _____, ~~2013~~^{6th day of October, 1998.}

I hereby certify that the above Regional Agreement ~~as amended~~, was approved by vote of the Town of Acton held on _____, ~~2013~~^{October 5, 1998}

~~Acton-Boxborough Regional School Committee~~

By _____
Town Clerk, Acton

I hereby certify that the above Regional Agreement ~~as amended~~, was approved by vote of the Town of Boxborough held on _____, ~~2013~~^{October 5, 1998}

By _____
Town Clerk, Boxborough

APPENDIX A

1. The figure of \$1,873,119 has been established as the “projected benefits” that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.

2. The following projected “base budgets” have been established for Acton and for Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year 2019 (i.e., July 1, 2018 to June 30, 2019):

FY’15: Acton, \$51,788,675; Boxborough, \$11,097,136

FY’16: Acton, \$53,398,447; Boxborough, \$11,134,949

FY’17: Acton, \$55,056,859; Boxborough, \$11,308,113

FY’18: Acton, \$56,675,977; Boxborough, \$11,426,890

FY’19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following “percentage shares” of the projected benefits will be used for purposes of the calculations which will be made under the following paragraphs of this Appendix:

FY’15: Acton, 80%; Boxborough 20%

FY’16: Acton, 87.5%; Boxborough 12.5%

FY’17: Acton, 90%; Boxborough 10%

FY’18: Acton, 82.5%; Boxborough 17.5%

FY’19: Acton, 60%; Boxborough 40%

4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:

a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$1,873,119, yielding an “allocated benefits figure” for each of the two towns for that particular fiscal year. For example, for FY’15, Acton’s allocated benefit figure will be \$1,498,495 (i.e., 80% x \$1,873,119), while Boxborough’s allocated benefit figure will be \$374,624 (i.e., 20% x \$1,873,119).

b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY’15, Acton’s base budget of \$51,788,675 will be reduced by \$1,498,495, yielding a recalculated base budget figure of \$50,290,179. Similarly, for FY’15, Boxborough’s base budget of \$11,097,136 will be reduced by \$374,624, yielding a recalculated base budget figure of \$10,722,512.

- c. The recalculated base budget figures for each of the two towns resulting from paragraph 4,b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,012,691, of which Acton's recalculated base budget figure (i.e., \$50,290,179) represents 82.43%, while Boxborough's recalculated base budget figure (i.e., \$10,722,512) represents 17.57%.
- d. The percentage shares calculated under paragraph 4,c above (which, for example, in FY'15 would be 82.43% for Acton and 17.57% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4,c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% higher than the percentage identified for Acton under paragraph 4,c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% lower than the percentage identified for Boxborough under paragraph 4,c above. Under this example, Acton's actual assessment percentage for FY'15 will be lowered by 1.53% to 82.39% and Boxborough's actual assessment percentage will be raised by 1.53% to 17.61%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Acton will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- a.g. Once the fiscal years addressed by the transitional rules established in this Appendix A have elapsed, the assessment language otherwise appearing in Section 5 of the Agreement will control.

EXHIBIT A.

~~IN CONSIDERATION OF the mutual promises and agreements contained herein, the Inhabitants of the Town of Acton (licensor), hereinafter referred to as the Town, hereby grant to the Acton-Boxborough Regional School District (licensee), hereinafter referred to as the District, the right, license and privilege of occupying and using for school purposes, including gymnastics, athletic exercise and assembly, ingress, egress and parking of vehicles, all the space, including the area of land surrounding the building constituting the so-called Blanchard Auditorium-Gymnasium in said Acton. In consideration of this, the Region will allow the Town to use appropriate space within Regional facilities for Town Meetings, Town Elections and such other activities as may reasonably be required by the Town.~~

~~The District agrees to operate and maintain the premises, and to pay all costs of such operation and maintenance, including water, heat, electricity and gas, and janitorial services. The District will maintain the building and grounds in good order and condition at all times, reasonable wear and tear excepted, and will pay all costs of maintenance and repair, except the costs of capital and construction (as those terms are defined in the Regional Agreement), which will be paid by the Town of Acton. The parties will consult with each other with respect to the need for such capital and construction expenditures.~~

~~The District agrees that it will make reasonable provision for sharing the use of the building and surrounding area with the school children of Acton other than those included in the schools of the District.~~

~~The District shall have the privilege of allowing such organizations, whether directly or indirectly connected with school activities, to occupy and use the building and its surrounding land area and may make such charge for such use as is reasonable and proper. The District further agrees that it will, if the same does not interfere with the school work of either the District or the Town, allow civic or educational organizations of the Town of Acton or the Town of Boxborough the use of said building and grounds either with reasonable charge or gratuitously as said District may determine. The members of the Regional School District Committee elected or appointed by the Town of Acton shall be responsible for scheduling use of the building and surrounding grounds by all persons and organizations other than the District.~~

~~The Town agrees that it will maintain and pay for property insurance on the premises. The District agrees that it will hold the Town harmless against any loss or damage to the premises caused by use of the premises by it or by any group or organization it permits to use the premises and that it will defend and hold harmless the Town against any claims for bodily injuries arising out of the negligence of it or its employees or its failure to maintain the premises in a safe condition.~~

~~This agreement shall take effect on July 1, 1999 and shall continue in effect from year to year thereafter, unless either party notifies the other prior to the first day of July in any calendar year of its intention to terminate this agreement at the expiration of the following one-year period.~~

IN WITNESS WHEREOF the parties have caused these presents to be signed, sealed and delivered by the officers of each hereunto duly authorized this 6th day of October, 1998.

By the Acton Board of Selectmen — Acton-Boxborough Regional School Committee

720391v3

Summary (approved by ABRSC 5/2/13)

In the fall of 2011 the Acton-Boxborough Regional School Committee formed the Regional School District Study Committee (RSDSC) to evaluate whether the towns of Acton and Boxborough should consider expanding the existing regional school district to include grades pre-kindergarten through grade 12. The RSDSC presented its preliminary results to the two towns in the spring of 2012, and town meeting members in both towns voted affirmatively to have the RSDSC draft a revised regional agreement to expand the district.

The RSDSC deliberated over the next nine months and drafted a revised agreement that was presented to the Regional School Committee, as well as the Boards of Selectman and Finance Committees in both towns. A major goal of the RSDSC was to change as little of the current regional agreement as necessary. The Regional School Committee voted unanimously to approve the revised regional agreement and to present it to the two towns for approval at special town meetings. If the two towns approve the agreement, it will then have to be approved by the state Department of Elementary and Secondary Education (DESE). After final approval, the new pre-kindergarten through grade 12 region would become official on July 1, 2014.

The major changes to the agreement include the following:

Transportation costs will be allocated on the same basis as operating costs, and all future construction costs will also be allocated on the same basis (i.e., based on student enrollment).

The Regional School Committee will be expanded to 11 members including 7 from Acton and 4 from Boxborough. Voting power will be weighted on the basis of town population (as required by law), so Acton members will each have 2.5 votes, and each Boxborough member will have 1 vote.

The school buildings will be transferred to the regional school district for a nominal fee, and the region will be responsible for all maintenance and debt payments. In the event a school building is no longer needed, it may be returned to the town for the same nominal fee.

Each town will be guaranteed at least one elementary school in its town.

Parents will be guaranteed the ability to send their child to a school in their hometown and sibling preference is also guaranteed. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. After five years, this policy will continue, but can be altered at the discretion of the School Committee.

The RSDSC estimates that over the first five years, the estimated savings will be \$1.8 million annually. These savings will be shared on average 80% to Acton and 20% to Boxborough over that 5-year period. After year 5, assessments to the two towns to support the full regional school budget will be based on the 3-year moving average of enrollment differences between Acton and Boxborough, as has always been the case with the existing region. However, to ease the financial transition in years 6 and 7, Boxborough will transfer a total of \$450,000 to Acton. Thereafter, the annual assessment will be based solely on the three-year moving average of enrollment; i.e., the student population from Acton and Boxborough.

Note: the cost-sharing formula is contained in Appendix A of the agreement. This formula operates to shift the assessment percentage in Acton's favor. If the assessment were based strictly on enrollment, Boxborough would receive all the financial benefits. Therefore, the formula in Appendix A guarantees that the savings will be shared on an 80% (Acton) /20% (Boxborough) basis during these first 5 years. The appendix also includes reporting requirements on per school costs with the expectation that by the fifth year costs for each school will have roughly equalized.

The Acton-Boxborough Regional School Committee recommends unanimously.

The Boxborough School Committee recommends unanimously.

The Board of Selectmen recommends (4-1).

This proposal will mean significant cost savings for Boxborough. The reasons for this and the extent will be addressed in detail by the Finance Committee.

It will also mean greater flexibility and choice for parents of school children with tangible educational benefits, as will be addressed by the Boxborough School Committee.

The Board of Selectmen recommends this proposal be approved for all those reasons and because it is the best way to maintain the culture of Boxborough and keep it as much like the town we have known and loved as is possible. A fundamental part of that culture is the value we have placed on strong educational standards in a safe, familiar, and nurturing school environment.

Historically our property values have benefited from our strong educational appeal. The Board of Selectmen believes that this will continue and only get better if this proposal is approved.

Many of us have lived in Boxborough for decades and remember the '80s when the Blanchard served about 250 students. We also remember the rapid growth in the '90's that more than doubled enrollment to 644 students in 1999. That growth caused us to expand the Blanchard to its present size, so it could serve 650 students or more. Since 2000 there has been a dramatic drop in enrollment. Blanchard had only 419 students last year and projections indicate that enrollment will continue to decline and fall well below 400 over the next few years. The Boxborough School Committee has made all the cuts it can while maintaining the quality of our students' education. The fact remains that we have a school with many fixed costs that will soon be serving about half the students it was built for. Any further cuts will necessarily impair the quality of our children's education at the Blanchard.

We cannot go back to the way things were, and we cannot stand still without harming the education our children receive. The question is this: "What is the best way forward?"

The Boxborough School Committee has explored alternatives. The only possible alternative appears to be increased reliance on school choice. However, that alternative is dependent on interest from students in other towns, and so is unpredictable. It also would not bring with it the financial incentives provided by the state for expanding the region, nor would it allow us to realize savings from streamlining school administration that would result from expanding the Region.

Since 1955 the children of Boxborough and Acton have been educated together from grades 7 through 12. More importantly, they have received the highest quality education together. That is largely due to the fact that both towns have placed a similar emphasis on rigorous educational standards and in providing safe and nurturing school environments.

If we are forced to make cuts to the Blanchard that impair the quality of our students' education at the elementary level, Boxborough children will lose programs they currently enjoy and will be at a disadvantage when they reach the regional system. If we approve this proposal, our students will instead gain additional educational choices provided by the Acton elementary schools' programs (if their parents wish), they will continue to receive the same high quality education throughout their school years, and they will do so with students from the same community that we have collaborated with so successfully for 58 years.

The Boxborough Finance Committee recommends (6-0).

The Acton School Committee recommends unanimously.

At the time of going to print, the Acton Board of Selectmen and the Acton Finance Committee had not yet voted.

ARTICLE 2 OFFICE OF LOCAL SCHOOL COMMITTEE

(Majority vote required)

To see if the Town will vote, consistent with G.L. c.41, §2, to confirm that in the event that the amendment to the Acton-Boxborough Regional School District Agreement appearing on the warrants at the June 3, 2013 Acton and Boxborough Special Town Meetings be approved, on July 1, 2014, the date that the Acton-Boxborough Regional School District Committee assumes the duty and responsibility in both towns for oversight and operation of preschool through grade 12, the office of Boxborough School Committee shall terminate, or take any other action relative thereto.

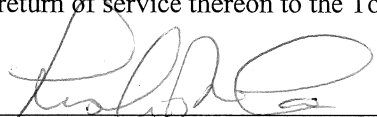
Summary

Pursuant to a town meeting vote under Article 17 of the 1970 Annual Town Meeting, the local school committee was expanded to five members, three of whom serve in a combined office as Regional School Committee members. If Article 1, *Amendments to Regional School Committee*, is approved in the towns of Boxborough and Acton, the office of Boxborough School Committee will no longer be needed effective July 1, 2014 and the offices of the then serving local school committee members would be terminated.

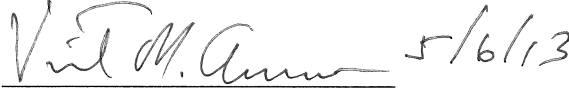
At the time of going to print, the Boxborough School Committee and the Boxborough Finance Committee had not yet voted.

You are required to serve this Special Town Meeting Warrant by posting copies thereof, attested by you, at the Town Hall, at the Sargent Library, at the Police Station, at the Fire Station, and at the Blanchard Memorial School, fourteen days at least, before the time appointed for such meeting.

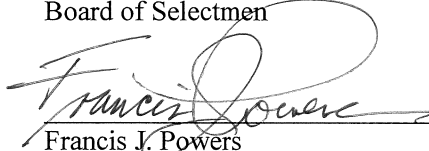
Hereof, fail not deliver these warrants with your return of service thereon to the Town Clerk on or before May 17, 2013.



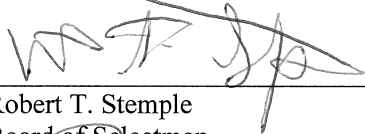
Leslie R. Fox, Chairman
Board of Selectmen



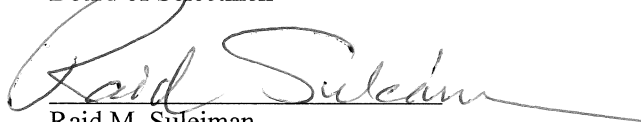
Vincent M. Amoroso, Clerk
Board of Selectmen



Francis J. Powers
Board of Selectmen



Robert T. Stemple
Board of Selectmen



Raid M. Suleiman
Board of Selectmen

TOWN OF BOXBOROUGH TOWN MEETING: A GUIDE FOR RESIDENTS

On behalf of all the elected and appointed officials of the Town of Boxborough:

WELCOME TO TOWN MEETING.

This is your chance to make your voice heard and make your vote count.

Remember: YOU Are the Town Government.

What is Town Meeting?

Town Meeting is the foundation of Town Government, the purest form of direct democracy and fiscal responsibility. While the elected officials and appointed department heads supervise the day-to-day running of the town and schools, their authority extends only to managing employees and administering the expenditures that have already been voted by Town Meeting.

Boxborough has an Open Town Meeting form of government where each resident has the right to be heard in a respectful and civil fashion and each registered voter has the right to have their vote count. Open Town Meeting government is the best insurer of liberty by giving the primary power to the citizens. Attendance at Boxborough's Town Meetings runs around 150 to 200 voters out of approximately 3,000, while 200 legislators in the State House and Senate represent 6 million Massachusetts residents.

During a typical Town Meeting, voters approve the town's annual and supplemental budgets for schools and general government, vote on additional capital expenditures for equipment or buildings, authorize changes to zoning, land, or other town bylaws, approve compensation for employees and elected officials, acquire roads or parcels of land, and more.

Most of the money the town spends is generated from the local property tax. (Some comes from state aid or special funds.) Each spending decision made by Town Meeting has a direct effect on each voter's tax bill and on the quality of service the town provides for schools, highways, police and fire protection, conservation, recreation, library, etc. Town Meeting is the official convening of a legally constituted legislative body with power to make laws, levy taxes, and authorize expenditures.

What is the Warrant?

The warrant is the agenda for Town Meeting. Town Meeting does not come to an end until all the agenda items on the warrant articles have been decided: approved, defeated or no action deliberately taken. Only those articles of business that have been included in the warrant may be legally acted upon at Town Meeting. Warrants can vary in length, and the amount of debate on a given article can vary widely. No one can predict how many nights it will take to complete the business of any given Town Meeting, so this is a form of government that requires dedication by the citizens to see it to completion.

What about the Election?

Although it is held at a separate place and time, at Town Hall on the Monday following the start of Annual Town Meeting, the election is part of Annual Town Meeting. Town officials are elected, and debt exclusion or tax overrides are also decided by election ballot. A debt exclusion exempts from the Prop. 2 1/2 limits the amounts borrowed for the duration of the loan; a capital outlay exclusion exempts the amount for a specific item, while an operating override raises the tax cap permanently. Some Town Meeting expenditures require both an affirmative vote at Town Meeting as well as the passage of a ballot question.

Who Participates in Town Meeting?

Voters: Every registered voter in town is a legislator, with full power to participate in budgeting, allocation of funds and law-making. At Town Meeting the job of the voter is to listen, to ask questions, to offer arguments for

or against a question, and to vote to decide each article on the warrant. Anyone who is not a registered voter of the Town of Boxborough is welcome to attend Town Meeting, but may not vote, and can address Town Meeting only with permission. Non-registered voters sit in their own section of the hall.

Moderator: The elected official who presides over Town Meeting and is responsible for its conduct consistent with bylaws and the parliamentary procedures defined in Town Meeting Time. [Town Meeting Time is a handbook of parliamentary law that is published by the Massachusetts Moderators Association and used by the vast preponderance of Massachusetts town meetings.] The Moderator has broad authority to accept parliamentary motions, regulate debate, and rule speakers in or out of order.

Town Clerk: The Town Clerk is the elected official responsible for maintaining town records, conducting elections, and recording the votes and actions taken at Town Meeting.

Town Counsel: A representative from Kopelman and Paige, the firm providing legal services to the town, attends town meeting to offer advice as to the legality of proposed actions the town may be considering.

Finance Committee: This branch of town government is a standing committee appointed by the Moderator. They have authority to consider all municipal questions and make reports or recommendations to Town Meeting. The Finance Committee reviews every line item in each department's budget, and submits the total budget. They recommend for or against each article on the warrant, based on their calculation of its impact on the tax rate, the town's financial position, and the spending priorities of the town. Their report is included with the Annual Town Meeting warrant. Each member of the Committee can speak and vote independently as a citizen.

Board of Selectmen: The Selectmen have an important role before Town Meeting occurs. They prepare the warrant, obtain legal opinions where needed, make recommendations on specific articles, collect recommendations from other boards and committees, and cause the warrant to be mailed. At Town Meeting itself, their role is the same as other boards and committees. They will often make the main motion under an article, offer information, particularly through their appointed standing or ad hoc committees, or answer questions. Each member of the board can speak and vote independently as a citizen.

Boards and Committees: These elected and appointed boards have jurisdiction over various areas including schools, planning, zoning, conservation, recreation, library, and elder affairs. Their representatives will often offer the main motion on an article, give special presentations, or supply information on articles being considered. Each member of a board or committee can speak and vote independently as a citizen.

Petitioners: Not only Town officials can place articles on the Town Meeting warrant. Any ten voters have the right to petition the Board of Selectmen to put an article on the Annual Town Meeting warrant. This number increases to one hundred for a scheduled Special Town Meeting and to two hundred to petition the Board to call a Special Town Meeting. These petitioners will often offer the main motion on their article, give a presentation if desired, or supply information on the article. An article submitted by petition has the same status as other articles on the warrant. To insure the best possible outcome, petitioners should contact the Town Administrator, Town Moderator, and other impacted Town officials as far in advance of Town Meeting as possible to discuss article language and process.

What Happens at Town Meeting?

Articles are usually considered in the order in which they appear on the warrant. An article may be taken out of order by majority vote. Each article is taken up in a similar way.

Motion: First the Moderator asks for a motion concerning the article, and a motion is made, generally by the person who put the article on the warrant, recommending action to be taken with regard to the article. The motion is then seconded. Voters should listen closely to the motion as stated since the vote and debate is on the motion which may be slightly different than the article as printed in the warrant. The mover then takes the floor and offers background on the article and reasons that it should be passed. The Moderator then asks for the recommendations on the article which are provided by the Finance Committee and other reporting committees.

Debate: Following the recommendations, debate is open. Voters must be recognized by the Moderator and clearly state their name and address before speaking. In most cases speakers are recognized using “alternating microphones” which may be labeled “yes” and “no”. Any registered voter may speak to an article, ask questions, voice comments or criticism, or offer information. With one exception, all speakers must be at microphones and cannot be interrupted by others. Remarks must be limited to the content of the article and be civil and respectful to others at the meeting. The mover remains available to answer questions but can also participate on the same basis as any other voter. Non-voters can speak with the permission of the Moderator. Technically all comments are directed to the Town Meeting through the Moderator but this is observed more in the breach than reality in Boxborough. The only exception to interrupting a speaker or being recognized by the Moderator from the floor is for a voter to stand and raise a “point of order”.

Open and full debate is the hallmark of the New England Town Meeting. Most Massachusetts town meetings have formal or informal restrictions on how long and how often voters can speak on any article. Boxborough’s limitations are 10 minutes for a presenter and 3 minutes for a speaker. Brevity is a virtue and voters are encouraged to add new points to the debate rather than repeat what others have said. New speakers and new points of view are always encouraged. [Sometimes being over-long or repetitious can actually hurt a speaker’s case.] When no more debate is offered, or debate is ended by “Moving the Previous Question”, a vote is taken.

Voting: Most articles are decided by a simple majority. Some votes carry higher requirements, for example zoning bylaw changes need a two-thirds majority. Decisions can be made by a voice vote, a show of hands, or having voters stand while they are counted by tellers. Very infrequently, votes are taken by paper ballot. The Moderator declares the outcome of a voice and/or show of hands vote. If seven (7) people question the outcome, then a count by tellers will be made.

Amendments: Amendments can be offered to any article being debated. To offer an amendment, a voter needs to give the text to the Town Clerk on a special form. The Moderator will then recognize the mover of the amendment, and the amendment will be debated and voted up or down before returning to debate on the article as a whole. “Amendments to amendments” are not allowed except for clarification. Further information regarding amendments may be found on the *Town of Boxborough Amendment Work Sheet*.

Consent Agenda: Articles on the Consent Agenda are exceptions to the general process of Town Meeting. In every Town Meeting warrant the Selectmen, in consultation with Town Counsel, the Moderator and the Finance Committee, identify those articles they feel should generate no controversy and can be properly voted without debate. These articles are put on the Consent Agenda to allow motions under these articles to be acted upon as one unit and to be passed without debate.

At the call of the Consent Agenda, the Moderator will read out the numbers of the articles, one by one. If one or more voters object to any particular article being included in the Consent Agenda, they say “Hold” in a loud voice when the number is called. The article will then be removed automatically from the Consent Agenda and restored to its original place in the warrant, to be debated and voted upon in the usual manner. After the calling of the individual items in the Consent Agenda, the Moderator will ask for a motion that the voters pass all items remaining AS A UNIT on one vote. Use of the Consent Agenda process makes the Town Meeting more efficient by speeding up the handling of non-controversial items.

Operating Budget: The operating budget for the Town is somewhat different from other articles. This article is moved and presented by the Finance Committee and the Finance Committee may speak to individual line items. During debate, the elected or appointed officials or staff responsible for the various line items may also speak to their department’s budget. One note concerning the school budgets: while detail information may be presented in the warrant, by state law only the bottom line of the school budget is voted by Town Meeting.

Quorum: There is no quorum required for any session of Town Meeting. So long as the Town Clerk is present, the Moderator can call a session to order at his discretion no matter how few voters are present, and the actions taken will be perfectly legal.

Reconsideration: An article may be reconsidered on any night of the Town Meeting in which it was originally voted. The Town can vote to amend or defeat an article that has already passed, or re-vote and pass an article that was previously defeated.

Selected Common Parliamentary Motions:

I move that this meeting be dissolved: This motion, if passed, ends the Town Meeting. It is in order only when all articles on the warrant have been disposed of in some way. It cannot be debated or amended and takes a simple majority.

I move to lay on the table: This motion, if passed, ends debate on the motion on the floor without any action. It cannot be debated or amended and takes a two-thirds majority to pass. If it passes, and Town Meeting ends without the motion being taken back off the table, the article is effectively defeated.

I move to take Article ___ off the table: This motion, if passed, brings an article back before Town Meeting for debate on the motion and action. It cannot be debated or amended and takes only a simple majority to pass.

I move the previous question: This motion, if passed, ends debate and forces an immediate vote on the article/amendment being debated. It cannot be debated or amended and takes a two-thirds majority to pass. If it fails, debate continues on the original item on the floor. Since this is a highly privileged motion, and a two-thirds vote is a high threshold, the Moderator will usually accept this motion unless it is extremely clear that both sides of an argument have not been heard.

I move that debate on the pending motion be limited to ___ minutes or ___ minutes per speaker: This motion, if passed, sets the clock ticking on a debate. It cannot be debated or amended and takes a two-thirds majority to pass. It can be undone by a motion to “**extend debate**” which is not debatable or amendable and also takes a two-thirds vote. [Note: this is a motion that has seldom, if ever, been used in Boxborough during the last 25 years.]

I move that the pending motion be amended by...: This motion, if passed, changes the content of the motion being debated. Once the motion to amend is made and seconded, debate ceases on the main motion until the motion to amend is voted up or down. The motion to amend can be debated, and takes a majority vote to pass no matter what vote is needed to pass the original motion.

I move reconsideration of Article ___: This motion, if passed, nullifies a previous vote of Town Meeting and brings a previously passed or defeated article back to the floor for debate a second time. This article can be debated, and cannot be amended. In Boxborough it is always in order and takes a simple majority to pass. If the reconsideration article passes, it is as if the earlier debate and vote never took place.

Point of order: This is the one time that a speaker at a microphone can be interrupted from the floor. This is not really a motion at all but a question or comment, and thus cannot be debated or voted. The Moderator will immediately stop discussion, listen to the point of order and rule on it. Points of order could relate to the right of the speaker to the floor, the germaneness of the speaker’s comments to the article under consideration, proper procedure, conduct of a speaker, or an error on the part of the Moderator.

Selected Quotes:

“It has been said that democracy is the worst form of government except for all those other forms that have been tried from time to time.” Sir Winston Churchill, Speech in House of Commons 1947.

“We were all friends and neighbors before this meeting; after this meeting we will still be neighbors; hopefully we will still be friends.” Reginald C. (Reg) Brown, Boxborough Town Moderator 1977 to 2005.

“Civility at Town Meeting is not an option.” Various and sundry Town Moderators in Massachusetts.

Prepared by the Boxborough Moderator John Fallon with assistance from a great many people

**Town of Boxborough
29 Middle Road
Boxborough, MA 01719**

Bulk Rate
U.S. Postage
Paid
Acton, MA
Permit No. 26

**Please bring this to the Special Town Meeting
Monday, June 3, 2013, 7 PM
Blanchard Memorial School Gymnasium
493 Massachusetts Avenue**

VISIT THE BOXBOROUGH WEB AT www.town.boxborough.ma.us