



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**June 6, 2016**  
**Boxborough Town Hall**  
**Grange Meeting Room**

**1. CALL TO ORDER, TOWN ADMINISTRATOR'S OFFICE 6:30 PM**

**2. EXECUTIVE SESSION**

*Move to adjourn to executive session to discuss strategy with respect to collective bargaining (Massachusetts Coalition of Police, Local 200) and to reconvene in open session at 7:00 PM in the Grange Meeting Room to consider the regular business on the agenda*

**ROLL CALL  
VOTE:**

N.B. The Chair shall state that an open meeting may have a detrimental effect on the bargaining position of the Board.

**Re-convene in Grange Meeting Room, 7:00 PM**

**3. ANNOUNCEMENTS**

**4. PUBLIC HEARING, 7:10 PM**

To consider the transfer of the Innholder Alcoholic Beverages License from Hotel Boxborough Lessee, LLC (dba Holiday Inn Boxborough Woods) to Driftwood Special Servicing, LLC (dba Holiday Inn Boxborough)

*Move to approve the transfer of the Innholder Alcoholic Beverages License from Hotel Boxborough Lessee, LLC (dba Holiday Inn Boxborough Woods) to Driftwood Special Servicing, LLC (dba Holiday Inn Boxborough) and to forward the application package to the Alcoholic Beverages Control Commission (ABCC)*

**VOTE:**

**5. APPOINTMENTS**

*[Times are estimated; if you are interested in a particular matter, please plan to arrive 15 minutes earlier]*

- a) Various board members to be considered for (re) appointment for terms effective **July 1, 2016 through June 30, 2019, unless otherwise noted** (starting at ≈ 7:30 PM)

John Neyland, Agricultural Commission **VOTE:**

Virginia Richardson, Board of Registrars **VOTE:**

R. Allen (Al) Murphy, Boxborough Affordable Housing Trust (two year term through June 30, 2018) **VOTE:**

Michael Fetterman, Boxborough Housing Board **VOTE:**

Diane Friedman, Boxborough Housing Board **VOTE:**

Ron Vogel, Boxborough Housing Board **VOTE:**

Elizabeth Markiewicz, Boxborough Well-Being Committee **VOTE:**

Channing Wagg, Boxborough Well-Being Committee **VOTE:**

Hugh Fortmiller, Community Preservation Committee **VOTE:**

Norman Hanover, Conservation Commission **VOTE:**

Barbara Birt, Council on Aging **VOTE:**

Carolyn Light, Council on Aging **VOTE:**

Barbara Wheeler, Council on Aging **VOTE:**

Kevin Mahoney, Design Review Board **VOTE:**

Frances Nolde, Energy Committee **VOTE:**  
Lonnie Weil, Zoning Board of Appeals **VOTE:**  
Les Fox, Representative to the Minuteman Advisory Group on Interlocal Coordination (MAGIC) **VOTE:**  
(one year term through June 30, 2017)

- b) Jim D'Agostine, Westchester Homes, and Steven Graham, Esq. re: Notice of Sale and Conversion of 94 Chester Road (currently in Chapter 61, forestry), 8 PM
- c) Citizens concerns

## 6. MINUTES

- a) Regular session, April 25, 2016 **ACCEPT & POF**
- b) Executive session, May 23, 2016 **ACCEPT & POF**

## 7. SELECTMEN REPORTS

## 8. OLD BUSINESS

- a) FY 2017 Liaisons – discussion and “assignments”
- b) Establishment of “team” to negotiate memorandum of agreement with Boxborough Professional Firefighters, Local 4601 for the purposes of adding Full-time Captain to the collective bargaining unit (CBU) and to establish the wage for the position  
*Move to notify the Boxborough Professional Firefighters, Local 4601 of the Board of Selectmen's intent to negotiate with the CBU regarding the addition of the position of Full-time Captain to the CBU as well as to establish the wage for the position*

**VOTE:**

## 9. NEW BUSINESS

- a) Reserve Fund Transfer – Recreation Commission  
*Move to forward to the Finance Committee for approval the request to transfer \$5,000 from the Reserve Fund: \$1,500 to account #001-630-5870-0000 (RecComm – Equipment Replacement) and \$3,500 to account #001-630-5441-0000 (RecComm - Building/Grounds Maintenance Supplies)*
- b) Disclosure of Appearance of Conflict of Interest as Required by G.L. c. 268A, §23(b)(3) by Selectman Richard M. Barrett  
[N.B. No action is necessary by the Board of Selectman. Simply to be read into the record. Disclosure will be filed by R. Barrett with Town Clerk]

## 10. CORRESPONDENCE

**ACCEPT & POF**

- a) Internal Communications
- b) Minutes, Notices & Updates
- c) General Communications

## 11. PRESS TIME

## 12. CONCERNS OF THE BOARD

## 13. EXECUTIVE SESSION

*Move to adjourn to executive session to consider the purchase or value of real estate and to adjourn immediately thereafter*

**ROLL CALL  
VOTE:**

N.B. The Chair shall state that an open meeting may have a detrimental effect on the negotiating position of the Board.

## 14. ADJOURN

**Upcoming Board of Selectmen Meetings**

6/7 (BLF); 6/13 (jointly with FinCom, 7:30 start); 6/20; 7/11; 8/8; 8/29; 9/19; 10/3; 10/17; 10/31; 11/14; 11/28; 12/5; 12/19;  
1/9/17



**Transfer of Liquor License**

**LEGAL NOTICE  
TOWN OF BOXBOROUGH  
BOARD OF SELECTMEN**

The Board of Selectmen will hold a public hearing at 7:10 p.m. in the Grange Meeting Room, Boxborough Town Hall, 29 Middle Road, on Monday, June 6, 2016, to consider the transfer of an Innholder alcoholic beverages license from Hotel Boxborough Lessee, LLC (dba Holiday Inn Boxborough Woods) to Driftwood Special Servicing, LLC (dba Holiday Inn Boxborough) at 242 Adams Place, Boxborough, Massachusetts.

All are welcome to attend.

Per Order  
Board of Selectmen

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**TRANSFER OF LIQUOR LICENSE  
LEGAL NOTICE  
TOWN OF BOXBOROUGH  
BOARD OF SELECTMEN**

The Board of Selectmen will hold a public hearing at 7:10 p.m. in the Grange Meeting Room, Boxborough Town Hall, 29 Middle Road, on Monday, June 6, 2016, to consider the transfer of an Innholder alcoholic beverages license from Hotel Boxborough Lessee, LLC (dba Holiday Inn Boxborough Woods) to Driftwood Special Servicing, LLC (dba Holiday Inn Boxborough) at 242 Adams Place, Boxborough, Massachusetts.

All are welcome to attend.

Per Order  
Board of Selectmen

AD#13433256  
Acton Beacon 5/26/16

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Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street, First Floor  
 Boston, MA 02114

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),  
 DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

012200001  
 ABCC License Number

Boxborough  
 City/Town

The licensee A. Hotel Boxborough Lessee, LLC and the proposed transferee B. Driftwood Special Servicing, LLC

respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
David Buddemeyer	Receiver *	3264 Wymberly Drive, Jupiter, FL 33458	
<i>if) * See attached Summary of Transaction.</i>			
<i>Also see Agreed Order Appointing Receiver, See Paragraph 9, subsection 5 on page 11.</i>			

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No

TO: (Place an \* before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
David Buddemeyer	President	3264 Wymberly Drive, Jupiter, FL 33458	50%
Charles M. Diaz	Vice President	528 Overlook Drive, North Palm Beach, FL 33408	50%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

(If a Corporation/LLC, by its authorized representative)

Date Signed 1/29/2016

SIGNATURE OF PROPOSED TRANSFEREE:

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: David L. Rubin

ADDRESS: 929 Worcester Road

CITY/TOWN: Framingham STATE: MA ZIP CODE: 01701

CONTACT PHONE NUMBER: (508)875-9797 FAX NUMBER: (888)872-5560

EMAIL: DLR0412@aol.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

143 (PCR)

DINING ROOMS, COCKTAIL LOUNGE, BANQUET ROOMS, MEETING ROOMS, exhibit room, Garden Courtyard and pavillion lounge. Enclosed pool areas, exterior barbeque areas, as well as in all 345 guest rooms and suites on three floors. Service of ab in pool area limited to plastic containers. Area adjacent to kitchen may be used for storage of stock only.

Total Square Footage: 149600 Number of Entrances: 9 Number of Exits: 9

Occupancy Number: 2295 Seating Capacity: 116

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Please Select Other: Receivership, see Order attached

Name: David Buddemeyer, Receiver, See Order attached Phone: (561)207-2700

Address: 11770 N US Highway 1 Suite 202 City/Town: North Palm Beach State: FL Zip: 33408

Initial Lease Term: Beginning Date upon issuance of license Ending Date 1yr thereafter

Renewal Term: annual Options/Extensions at: 1 Years Each

Rent: \$24,000.00 Per Year Rent: \$2,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales? Yes  No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

SUMMARY OF TRANSACTION \*

This is a Transfer of Inn Holder's All Alcoholic Beverages License from Hotel Boxborough, Lessee, LLC to Driftwood Special Servicing, LLC.

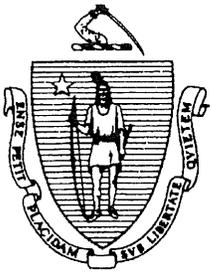
**Transferee:** Driftwood Special Servicing, LLC. Lender has filed a Complaint in Middlesex Superior Court to appoint a Receiver, David Buddemeyer, a principal of Driftwood Special Servicing, LLC, to operate the subject property of the Transferor and Lessee, Hotel Boxborough, LLC. Driftwood Special Servicing, LLC is a national company, skilled in the operation of hotels. The hearing for the Receivership is scheduled for August 13, 2015.

**Transferor:** Hotel Boxborough, LLC, is the Lessee and an affiliate of the owner of the Hotel, RFP VI Hotel Boxborough-O, LLC.

**Cost:** \$0.00. The Lender has noticed a foreclosure of its mortgage on Transferor, Hotel to take place on August 19, 2015. Transferee, Driftwood Special Servicing, LLC, expects to lease the food and beverage operations at the hotel from the foreclosure owner.

**Premises:** Holiday Inn Boxborough, 242 Adams Place, Boxborough, MA 01719.

See Agreed Order Appointing Receiver, Middlesex Superior Court Civil Action No. 15 4815 attached in application packet



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
 www.mass.gov/abcc

For Reconsideration

FORM 43  
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

012200001

Boxborough

06/06/2016

ABCC License Number

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> New License                    | <input type="checkbox"/> New Officer/Director            | <input type="checkbox"/> Pledge of License          | <input type="checkbox"/> Change Corporate Name      |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location              | <input type="checkbox"/> Pledge of Stock            | <input type="checkbox"/> Seasonal to Annual         |
| <input type="checkbox"/> Change of Manager              | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock          | <input type="checkbox"/> Change of License Type     |
| <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> Issuance of Stock               | <input type="checkbox"/> New Stockholder            | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License         | <input type="checkbox"/> Management/Operating Agreement  | <input type="checkbox"/> Wine & Malt to All Alcohol |   |

Name of Licensee  EIN of Licensee

D/B/A  Manager

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Granted under Special Legislation? Yes  No

Annual or Seasonal      Category: (All Alcohol; Wine & Malt; Wine, Malt & Cordials; Wine; Malt)      Type: (Restaurant, Club, Package Store, General On Premises, Etc.)      If Yes, Chapter  Year

Complete Description of Licensed Premises:

DINING ROOM, COCKTAIL LOUNGE, BANQUET ROOMS, MEETING ROOMS, exhibit room, Garden Courtyard and pavilion lounge, enclosed pool areas, exterior barbeque areas, as well as in all 143 guest rooms and suites on three floors Service of alcoholic beverages in the swimming pool area are limited to plastic containers. Area adjacent to the kitchen may be used for storage of stock only.

Application Filed:  Advertiser:  Abutters Notified: Yes  No

Date & Time      Date & Attach Publication

Licensee Contact Person for Transaction  Phone:

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
 Ralph Sacramone  
 Executive Director

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ABCC Remarks:

\_\_\_\_\_

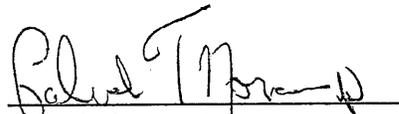
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## Notice of Intent

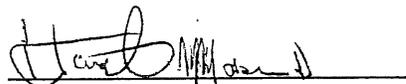
To: Town of Boxboro Selectmen

This is our notice of intent to sell 94 Chester Road, Parcel I.D. Number 19-10-000 Map 19 Parcel 10, in Boxboro, Ma.

Commonwealth Properties Group, Inc. has signed a Purchase and Sale Agreement with us for \$150,000.00 for the 17.34 acre parcel. They will be donating 12 acres to the Town of Boxboro Conservation Commission. The purpose for the land is residential and to build one single family house on the remaining 5 acres. If there are any questions please call 978-846-5499.

  
Patrick T Moran  
6455 Velasco Ave.  
Dallas, TX 75214-3756

**received**  
5/31/16 9:39AM  


  
Harriet M. Moran  
6455 Velasco Ave.  
Dallas, TX 75214-3756

cc: Town of Boxboro Assessor  
Town of Boxboro Planning Board  
Town of Boxboro Conservation Commission  
State Forrester

STANDARD LAND  
PURCHASE AND SALE AGREEMENT [#505]  
(With Contingencies)



The parties make this Agreement this \_\_\_\_\_ day of December, 2015. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties:**

Patrick T. and Harriet Moran 6455 Velasco Ave Dallas Texas 75214 the "SELLER," agrees to sell and Commonwealth Properties Group po 732 Acton Ma 01720, the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description Of Premises.** The premises (the "Premises") consist of land containing approximately 17.59 acres, more or less, described as 94 Chester Rd Boxboro Ma

PL T.D. NO. 19-10-000 MAP A PARCEL 10, as more specifically described in a deed recorded in the S M Land Registry of Deeds at Book 901, Page 32, [Certificate No. 166182], a copy of which is/is not [choose one] attached.

3. **Purchase Price:** The purchase price for the Premises is one hundred and fifty thousand dollars of which

\$ \_\_\_\_\_ were paid as a deposit with Contract To Purchase; and  
\$ 2,000.00 are paid with this Agreement; and  
\$ 148,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire.  
\$ 150,000.00\* Total

4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Coldwell Banker, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at \*\*\* o'clock \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at the \_\_\_\_\_ Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next

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BUYER'S Initials BUYER'S Initials

PTM HM  
SELLER'S Initials SELLER'S Initials



business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Belterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for \_\_\_\_\_;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) \_\_\_\_\_

*[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]*

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

Buyer

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

\_\_\_\_\_  
BUYER'S Initials    BUYER'S Initials

PTM    [Signature]  
SELLER'S Initials    SELLER'S Initials



10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of One Thousand Dollars (\$ 1,000.00) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of 7,500.00 (\$ 7,500.00) for professional services shall be paid by the SELLER to Coldwell Banker, the "Broker" at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Commonwealth Properties Group, a real estate agent, is seeking a fee from  buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

\_\_\_\_\_  
BUYER'S Initials

\_\_\_\_\_  
BUYER'S Initials

POTM \_\_\_\_\_  
SELLER'S Initials

[Signature] \_\_\_\_\_  
SELLER'S Initials



14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing.** *(Delete If Waived)* The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$ NA at prevailing rates and terms by \_\_\_\_\_. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by \_\_\_\_\_ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. **Tests/Survey.** *(Delete If Waived)* The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within \_\_\_\_\_ days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]*

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next

\_\_\_\_\_  
BUYER'S Initials    BUYER'S Initials

POTM    [Signature]  
SELLER'S Initials    SELLER'S Initials

business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Commonwealth Properties Group po 73 SELLER: Patrick T. and Harriet Moran 6455 Velask  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**19. Counterparts / Facsimiles / Construction Of Agreement.** This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

**20. Additional Provisions.**  
Buyer to donate 12 acres of land to the Town of Boxboro Conservation Commission.\*\*\* Subject to the Town of Boxboro under 61A. Buyer will close within 60 days of the towns refusal  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

<u>Commonwealth Properties Group po 73</u>	_____	<u>Patrick T Moran</u>	MAR 4, 2016
BUYER	Date	SELLER	Date
_____	_____	<u>Harriet Moran</u>	March 4, 2016
BUYER	Date	SELLER, or spouse	Date

**Escrow Agent.** By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

\_\_\_\_\_ Date



Addendum A

SELLER: Patrick T. Moran and Harriet M. Moran  
BUYER: Commonwealth Properties Group  
PROPERTY: 94 Chester Road, Boxborough, Massachusetts

Notwithstanding any terms and conditions contained within the Purchase and Sale Agreement to the contrary, the Purchase and Sale Agreement is hereby modified as follows, and the modifications contained below shall prevail over any contrary language in the Purchase and Sale Agreement:

30. After the date hereof, Buyer and Buyer's representatives shall have a period of six (6) months to enter upon the Premises for the purpose of taking measurements, taking soil samples, making surveys and borings, performing percolation tests thereon and making such other tests or observations as Buyer may desire and to perform any other acts deemed by Buyer as necessary or desirable to plan the development of the Property; provided that Buyer shall restore any portion of the Premises disturbed by such work should this Agreement be terminated. Buyer's entry upon the premises shall be upon reasonable prior notice to Seller, and at Buyer's sole cost, expenses, risk and hazard. Seller agrees to fully cooperate with Buyer, in all reasonable respects, but at reasonable times and frequencies and at no significant cost to Seller. In consideration of the foregoing, Buyer agrees (a) to indemnify and save Seller harmless from and against all loss, demands, causes of action, costs and expenses, claim, liability, or damage, including reasonable attorney's fees, caused by or related to any and all entries and activities as aforesaid by Buyer or Buyer's agents, employees, licensees and contractors; and (b) carry the appropriate liability insurance, naming the Seller as co-insured. If the Buyer is not reasonably satisfied with the results of its due diligence, the Buyer may terminate this Agreement by written notice to the Seller and shall provide Seller with copies of all engineering and other plans, applications and any materials related to approval process, at no cost to the Seller, whereupon all deposits shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without further recourse to the parties hereto.
31. The Seller's record title to the Premises as of the date of this Agreement, shall be deemed to meet the record title requirements of Paragraph 4 hereof for all purposes, unless on or before 5:00 p.m. on the date sixty (60) days after the date hereof, written notice of a claimed defect therein is given by notice in the manner set forth elsewhere herein. Such notice shall specify any defects claimed in Seller's said record title existing as of the date of this Agreement. In the event that Buyer's title examination reveals that Seller's title to the premises does not satisfy the requirements of this Agreement, then upon said written notice of same to said attorney, Seller shall be obligated to proceed diligently and use its best efforts to remove any defect in title and to make the premises conform to the provisions hereof. In the event Buyer has not given written notice in the manner set forth above, on or before 5:00 p.m. on the date sixty (60) days after the date hereof, that the Seller's title to the premises does not satisfy the requirements hereof, it will be conclusively presumed that Seller's record title to the premises does satisfy the requirements of this Agreement as of the date of this Agreement except for

(notwithstanding anything to the contrary above) the following: (i) defects in title existing as of the date of this Agreement which have been claimed in such notice; (ii) defects in title arising after the date of this Agreement; (iii) defects of title relating to matters improperly indexed at the place of filing or recording; (iv) matters relating to marketability or non-record matters; (v) taxes and items which would appear on a municipal lien certificate; (vi) any liens for municipal betterments and (vii) defects and other matters to be remedied or corrected pursuant to other provisions of this Agreement.

32. Seller makes no representation as to the condition of the premises. Buyer agrees that Buyer will accept the condition of the premises "as is" and "where is" and acknowledges that Buyer has been given opportunity to inspect the premises prior to the execution of this Agreement.
33. Except as agreed to hereunder, any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or Practice Standard of the Real Estate Bar Association of Massachusetts, Inc. (REBA), formerly known as the Massachusetts Conveyancer's Association, at the time for delivery of the Deed hereunder shall be covered by said Title Standard or Practice Standard to the extent possible.
34. Any notice to be given hereunder shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, or (c) when sent by overnight carrier, when delivered to such carrier, or (d) when sent by telefax during normal business hours, or (e) when sent by email during normal business hours, addressed:

In the case of Sellers to:

Steven R. Graham, Esquire  
Graham & Graham, P.C.  
6 School Street  
Acton, MA 01720  
Telephone 978-264-0695  
Facsimile 978-264-0517  
Email: sgraham@graham-grahamlaw.com

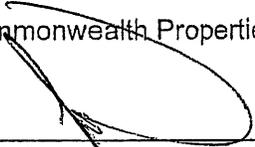
In the case of Buyers to:

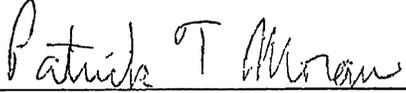
Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

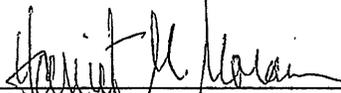
By such notice, either party or such party's attorney may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

35. If Buyer records this Agreement at the Middlesex South Registry of Deeds it shall, at the option of the Seller, terminate and Seller shall retain the deposit as liquidated damages therefor.
36. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within thirty (30) days of the date of the delivery of the deed to the party to be charged, then each party agrees to execute any document reasonably required by the Buyer's mortgage lender or the attorney responsible for the preparation of such settlement statement and to confirm or re-execute documents to correct such errors and omissions and to pay to the appropriate party any money due and owing within ten (10) days of receipt of such notice.
37. This Agreement may be executed in multiple counterparts and by facsimile.
38. INTEGRATION: Any and all prior memoranda or agreements between the parties, including any Offers to Purchase, are hereby superseded and shall have no further force or effect.

Commonwealth Properties Group, Buyer

By:   
Julian James D'Agostine, III,  
Duly Authorized

  
Patrick T. Moran, Seller

  
Harriet M. Moran, Seller

19 010 000  
MAP LOT BLOCK

1 of 1  
CARD

Boxborough

APPRaised: 394,307 / 384,307  
USE VALUE: 743 / 743  
ASSESSed: 743 / 743

Total Card / Total Parcel  
394,307 / 384,307  
743 / 743  
743 / 743

PROPERTY LOCATION

No	Alt No	Direction/Street/City
94		CHESTER ROAD, BOXBOROUGH

OWNERSHIP

Owner 1:	MORAN PATRICK
Owner 2:	MORAN HARRIET M
Owner 3:	
Street 1:	6455 VELASCO AVENUE
Street 2:	
Twn/City:	DALLAS
St/Prov:	TX Cntry
Postal:	75214-3756 Type:

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	Cntry
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 17.12 ACRES of land mainly classified as C61 10Y

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z	AR	AR	100	water	9	ART WL
				Sewer	A	SEPTIC
				Electri		
				Exmpt		
				Topo		
				Street	PT	PAVED TW
				Gas:	2	LIGHT

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
601	C61 10Y		60000		SQUARE FESITE		0	4.07	1.00	R2										244,200			0.0011			66	
601	C61 10Y		15.7424		ACRES EXCESS		0	8,900.	1.00	R2										140,107			43			677	

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
601	17.120			743	743
Total Card		17.120		743	743
Total Parcel		17.120		743	743
Source:		Market Adj Cost	Total Value per SQ unit /Card: N/A		/Parcel: N/A

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2015	601	FV		0	17.12	356,052	356,052	822	Year End Roll	12/12/2014
2014	601	FV		0	17.59	349,913	349,913	861	Year End Roll	1/22/2014
2013	601	FV		0	17.59	355,913	355,913	756		10/22/2012
2012	601	FV		0	17.59	396,351	396,351	493	Year End	11/30/2011
2011	601	FV		0	17.59	436,516	436,516	668		9/14/2010
2010	601	FV		0	17.59	436,516	436,516	932	2010 Commitment	12/7/2009
2009	601	FV		0	17.59	464,379	464,379	1,900		10/20/2008
2008	601	FV		0	17.59	464,379	464,379	23,219	xc	12/7/2007

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
	961/32		9/30/1982	OTHER	27,500	Yes	No		

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name

Sign: \_\_\_\_\_ VERIFICATION OF VISIT NOT DATA \_\_\_\_\_



USER DEFINED

Prior Id # 1:	06-2-180
Prior Id # 2:	0
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	
CivilDistrict:	
Ratio:	

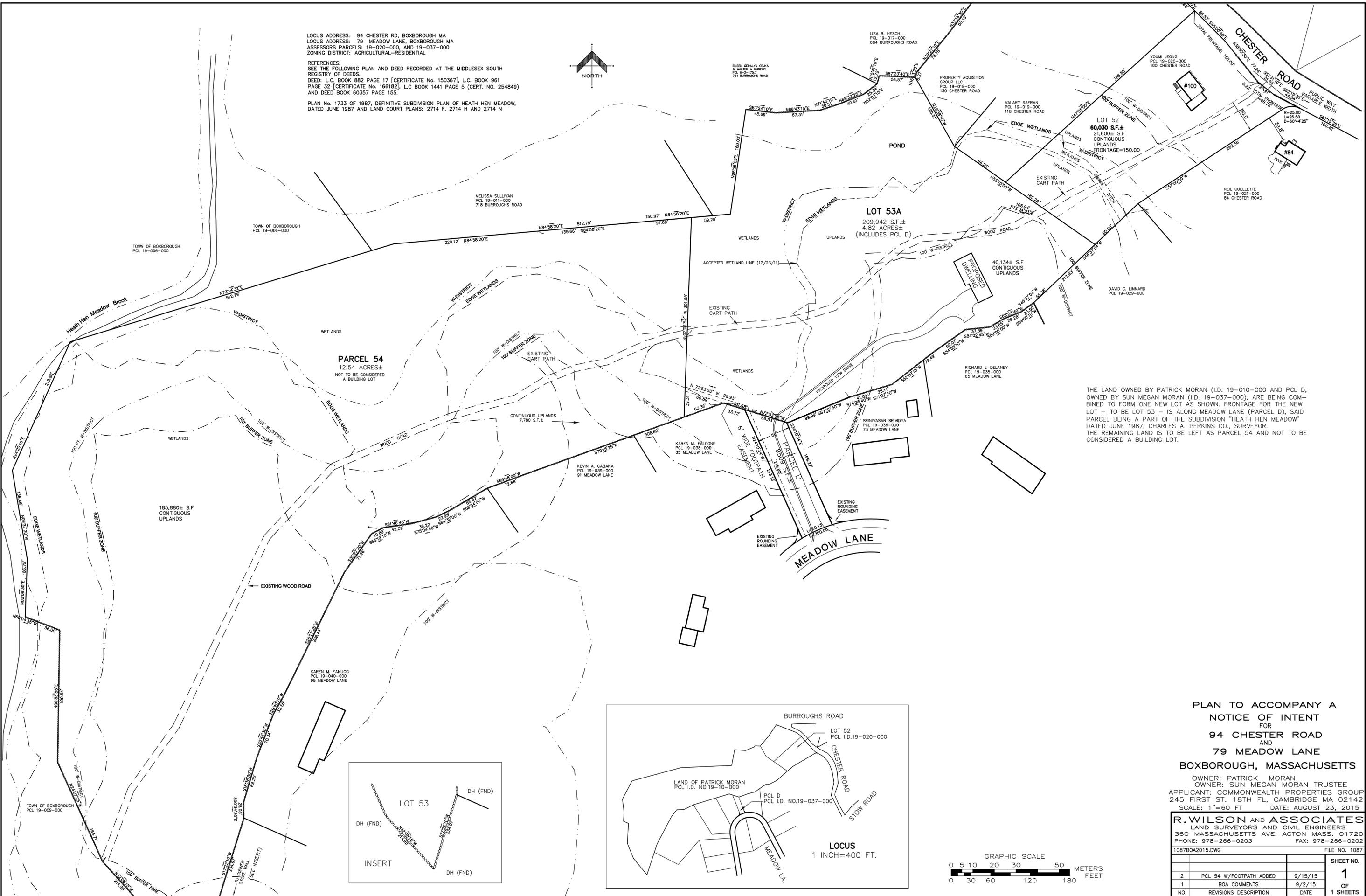
Total AC/HA: 17.11981 Total SF/SM: 745739 Parcel LUC: 601 C61 10Y Prime NB Desc: R2 Total: 384,307 Spl Credit: 383,564 Total: 743



LOCUS ADDRESS: 94 CHESTER RD, BOXBOROUGH MA  
 LOCUS ADDRESS: 79 MEADOW LANE, BOXBOROUGH MA  
 ASSESSORS PARCELS: 19-020-000, AND 19-037-000  
 ZONING DISTRICT: AGRICULTURAL-RESIDENTIAL

REFERENCES:  
 SEE THE FOLLOWING PLAN AND DEED RECORDED AT THE MIDDLESEX SOUTH  
 REGISTRY OF DEEDS:  
 DEED: L.C. BOOK 882 PAGE 17 [CERTIFICATE No. 150367], L.C. BOOK 961  
 PAGE 32 [CERTIFICATE No. 166182], L.C. BOOK 1441 PAGE 5 (CERT. NO. 254849)  
 AND DEED BOOK 60357 PAGE 155.

PLAN No. 1733 OF 1987, DEFINITIVE SUBDIVISION PLAN OF HEATH HEN MEADOW,  
 DATED JUNE 1987 AND LAND COURT PLANS: 2714 F, 2714 H AND 2714 N



THE LAND OWNED BY PATRICK MORAN (I.D. 19-010-000 AND PCL D, OWNED BY SUN MEGAN MORAN (I.D. 19-037-000), ARE BEING COMBINED TO FORM ONE NEW LOT AS SHOWN. FRONTAGE FOR THE NEW LOT - TO BE LOT 53 - IS ALONG MEADOW LANE (PARCEL D), SAID PARCEL BEING A PART OF THE SUBDIVISION "HEATH HEN MEADOW" DATED JUNE 1987, CHARLES A. PERKINS CO., SURVEYOR. THE REMAINING LAND IS TO BE LEFT AS PARCEL 54 AND NOT TO BE CONSIDERED A BUILDING LOT.

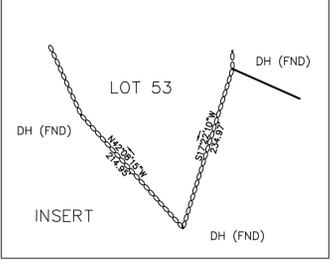
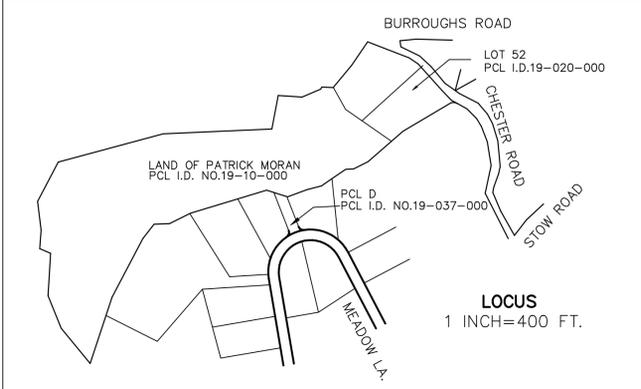
**PARCEL 54**  
 12.54 ACRES±  
 NOT TO BE CONSIDERED  
 A BUILDING LOT

**LOT 53A**  
 209,942 S.F.±  
 4.82 ACRES±  
 (INCLUDES PCL D)

**LOT 52**  
 60,030 S.F.±  
 21,500± S.F.  
 CONTIGUOUS  
 UPLANDS  
 FRONTAGE=150.00

40,134± S.F.  
 CONTIGUOUS  
 UPLANDS

185,880± S.F.  
 CONTIGUOUS  
 UPLANDS



**PLAN TO ACCOMPANY A  
 NOTICE OF INTENT  
 FOR  
 94 CHESTER ROAD  
 AND  
 79 MEADOW LANE  
 BOXBOROUGH, MASSACHUSETTS**

OWNER: PATRICK MORAN  
 OWNER: SUN MEGAN MORAN TRUSTEE  
 APPLICANT: COMMONWEALTH PROPERTIES GROUP  
 245 FIRST ST. 18TH FL. CAMBRIDGE MA 02142  
 SCALE: 1"=60 FT DATE: AUGUST 23, 2015

**R. WILSON AND ASSOCIATES**  
 LAND SURVEYORS AND CIVIL ENGINEERS  
 360 MASSACHUSETTS AVE. ACTON MASS. 01720  
 PHONE: 978-266-0203 FAX: 978-266-0202  
 1087BOA2015.DWG FILE NO. 1087



NO.	REVISIONS DESCRIPTION	DATE	SHEET NO.
2	PCL 54 W/FOOTPATH ADDED	9/15/15	1
1	BOA COMMENTS	9/2/15	
1 OF 1 SHEETS			



Town of Boxborough



**BOARD OF APPEALS**

Decision No. 2015-02

Dated: September 15, 2015

Decision of the Board of Appeals pursuant to MGL Chapter 40A and the Boxborough Zoning Bylaw on the application submitted by Commonwealth Properties Group, Inc. c/o Jim D'Agostine.

This is an application for a Special Permit for a Reduced Frontage Lot in accordance with Section 5003 of the Boxborough Zoning Bylaw and Special Permit provisions therein at Section 9200. The subject properties are 94 Chester Road, Assessor's Parcel # 19-010-000, owned by Patrick and Harriet Moran, and 79 Meadow Lane, Assessor's Parcel # 19-037-000, owned by Sun Megan Moran.

After causing notice of the time and place of its public hearing and of the subject matter thereof to be published, posted and mailed to the petitioner, abutters, Planning Board, Board of Selectmen, Board of Health, Inspector of Buildings, Conservation Commission, and Town Clerk as required by law, Tom Gorman, hearing officer for the Board of Appeals, called the hearing to order at 7:30 PM on Tuesday, September 1, 2015. The hearing was closed on September 1, 2015. The hearing was reopened on Tuesday, September 15<sup>th</sup> at 7:30 PM to receive revised plans as requested and after brief discussion the hearing was closed. Board of Appeals Members Christian Habersaat, Michael Toups, and Lonnie Weil were present throughout the proceedings. Present on behalf of the application was Jim D'Agostine.

The record of the proceedings and the submissions on which the Decision is based may be referred to in the Office of the Town Clerk.

**The following were rendered as exhibits:**

**Exhibit A:** Application, including certified abutters list, with a Zoning Board of Appeals date stamp of August 22, 2015.

**Exhibit B:** Narrative dated July 22, 2015 with a Zoning Board of Appeals date stamp of August 22, 2015.

**Exhibit C:** "Plan for Board of Appeals, 94 Chester Road and 79 Meadow Lane, Boxborough, Massachusetts" prepared by R. Wilson and Associates dated September 2, 2015 with a Zoning Board of Appeals date stamp of September 8, 2015.

**Exhibit D:** "Septic System Sewage Disposal Plan, Lot 53 Meadow Lane, Boxborough, Massachusetts" prepared by R. Wilson and Associates dated September 2, 2015 with a Zoning Board of Appeals date stamp of September 8, 2015.

The Board met to deliberate on the proceedings on September 1, 2015 and September 15, 2015. After due consideration of the application, the record of the proceeding, and the exhibits, the Board makes the following findings of fact:

## FINDINGS OF FACT

1. The subject property consists of two parcels located south of Burroughs Road, Chester Road, and Stow Road with access off of Meadow Lane. Meadow Lane is a horseshoe-shaped roadway that connects to Tamarack Lane, a dead end road off of Stow Road. The access parcel, Parcel D (79 Meadow Lane), is 0.22 acres with 50.13 feet of frontage on Meadow Lane and consists primarily of upland. Parcel D connects to a 17.34 acre parcel, Lot 53 (94 Chester Road), which contains a mixture of uplands and wetlands, and is currently in Chapter 61 (active forest management). There are no structures on either parcel and both are heavily wooded.
2. The subject property is located in an Agricultural-Residential District off Meadow Lane in south central Boxborough, south of Burroughs Road, Chester Road, and Stow Road.
3. The Applicant is proposing to create one large parcel of approximately 17.5 acres with 50 feet of frontage access off of Meadow Lane to construct one, four-bedroom, single-family dwelling.
4. The Applicant is proposing to donate some portion of this 17.5 acre subject property to the Town's Conservation Commission.
5. The Applicant is seeking a Special Permit for a Reduced Frontage Lot under Section 5003 of the Boxborough Zoning Bylaw.

## COMPLIANCE WITH SECTION 5003 REDUCED FRONTAGE LOTS

The Applicant has submitted plans with the application materials which display a project site consistent with Section 5003 of the Boxborough Zoning Bylaw for what would be an acceptable reduced frontage lot on which a residential dwelling would be constructed to meet the following requirements:

1. The lot shall have a minimum of 120,000 square feet.

The proposed reduced frontage lot would contain a total of approximately 764,839 square feet. The Applicant is required to maintain at least a minimum of 120,000 square feet of property to meet this requirement.

2. Where the lot has an area of at least 120,000 square feet, but not more than 200,000 square feet, the frontage requirement shall be 75 feet. Lots greater than 200,000 square feet may have frontage of not less than 50 feet.

The Applicant's proposed reduced frontage parcel would only have 50.13 feet of frontage, therefore, the subject property is required to maintain at least 200,000 square feet of land area.

3. The building line shall be at least 150 feet.

Per the proposed location of the dwelling shown on the project plans, the distance between the side lot lines passing through the part of the house that is closest to the street would be well over 500 feet.

4. Setbacks shall be 40 feet for front yards, 30 feet for side yards, and 40 feet for rear yards.

Per the proposed location of the dwelling shown on the project plans, the front, side, and rear yard setbacks all exceed these requirements.

5. No building shall exceed 3 stories or 45 feet in height to the top of the plate.

These height limitations would be enforced as part of the Building Permit application and are standard building height maximums for all structures in the Agricultural-Residential District.

6. The minimum lot width from the street frontage to the building line shall at no point be less than the minimum frontage required.

Parcel D (79 Meadow Lane) is 50.13 feet wide and this distance is maintained until it meets Lot 53 (94 Chester Road) where the lot width expands substantially and greatly exceeds the minimum required frontage of 50 feet.

#### **COMPLIANCE WITH SECTION 7000 AQUIFER PROTECTION DISTRICT**

A portion of the subject property is located within the Aquifer Protection District, however, the proposed use of the site for a single-family dwelling is compliant with the requirements of Section 7004 of the Zoning Bylaw. A condition has been included to clarify that sanitary waste disposal shall not exceed 440 gallons per day per acre and to limit the use of septic tank additives.

#### **COMPLIANCE WITH SECTION 7100 WETLANDS AND WATERSHED PROTECTION DISTRICT (W-DISTRICT) AND SECTION 7200 LANDS BORDERING THE W-DISTRICT**

The proposed location of the driveway for the single-family dwelling is located with the 100 foot buffer of the W-District, therefore, a Special Permit will be required from the Zoning Board of Appeals and this has been included as a condition of the Special Permit.

#### **COMPLIANCE WITH SECTION 7300 FLOOD PLAIN DISTRICT**

The proposed driveway, residential structure, and septic field are all located outside of the Flood Plain District.

#### **COMPLIANCE WITH SECTION 9204 DECISION**

No application for a Special Permit shall be granted unless the Special Permit Granting Authority shall find that the structure(s) and/or use(s) proposed shall not have adverse effects which outweigh its benefits on either the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site. The determination shall include consideration of each of the following:

1. Social and community needs which are served by the proposal.

The proposed use and structure are consistent with the surrounding neighborhood and its uses. In fact, the proposed structure is actually a greater distance from adjacent buildings than are some of the existing structures in the surrounding neighborhood. Additionally, the proposed land to be donated to the Town's Conservation Commission will enhance and expand the adjacent Heath Hen Meadow conservation area.

2. Traffic flow and safety.

The traffic generated from the proposed single-family dwelling, approximately between four and eight car trips per day, will be consistent with the other properties in the surrounding neighborhood and will not have an adverse impact to the safety or traffic environment on Meadow Lane.

3. Adequacy of utilities and other public or private services, including storage or disposal of sewage, refuse or other wastes, and drainage and/or retention of surface water.

The utilities for the proposed project will be fed to the structure underground in working with the local utility company. Sewage disposal will need to meet Board of Health requirements as well as the Aquifer Protection District requirements, and a condition to this effect has been included to ensure compliance. Surface water will be retained on-site by the vegetative buffer to be maintained around the proposed driveway, dwelling, and septic system.

4. Density of population, intensity of use, neighborhood character and social structures.

The proposed use of the property as a single-family dwelling is consistent with the use intensity and neighborhood character of the surrounding area. Additionally, the project will not greatly increase the density of the area as the lot on which the dwelling will be located is larger than many of the lots in the surrounding neighborhood.

5. Impacts on the natural environment.

Most of the proposed project will be constructed on uplands and the area which will be cleared will be primarily on uplands as well. Areas at the perimeter of the property and the wetlands will remain in their natural state for the most part. However, the proposed driveway will need to cross through the 100 foot buffer of the wetlands on the property as well as the 100 foot buffer to the W-District and approval for this crossing will be required from the Conservation Commission and the Zoning Board of Appeals. Conditions requiring the Applicant/Owner to obtain these approvals prior to the issuance of a Building Permit have been included.

6. Impacts on health.

The proposed single-family dwelling is the same type of use, at the same scale, as other structures in the surrounding neighborhood and will not have an adverse impact either on the health of the neighborhood or the town.

7. Potential fiscal impact, including tax contribution, diminution or enhancement of neighboring property values, and creation of new employment opportunities.

Lot 53 of the subject property is currently in Chapter 61 and the construction of the proposed single-family dwelling will significantly increase the tax base contribution from the property, while at the same time not diminishing the value of neighboring properties. This still holds true even with the Applicant/Owner donating approximately 2/3 of the subject property to the Town's Conservation Commission. Additionally, the construction of the home will create new, temporary, construction jobs in the community. Furthermore, the area of the subject property which will be donated to the Town will enhance and expand the adjacent Heath Hen Meadow conservation area.

**CONCLUSION:** The Applicant in their submission has met the Zoning Bylaw requirements of Section 5003 regarding Reduced Frontage Lots. The proposed plan shall not have adverse effects that outweigh its benefits on either the town or the neighborhood.

Therefore, after due consideration of the foregoing and the exhibits presented at the hearing, the Board of Appeals on September 15, 2015 **voted unanimously to grant** the Special Permit subject to the following conditions:

1. The reduced frontage lot shall be created in accordance with the Applicant's representations as set forth in the application and the exhibits as marked at the hearing.
2. Any changes or modifications now or in the future to the approved plans shall require approval of the Board of Appeals.
3. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall record the Decision with the Middlesex South Registry of Deeds and provide verification of the recording to the Town Planner.
4. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall submit written confirmation from the Tax Collector that all taxes, including any roll back taxes, have been paid in full for the property.
5. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall file a Notice of Intent with the Boxborough Conservation Commission. The Applicant/Owner shall adhere to all conditions and restrictions placed upon work at the subject property by the Boxborough Conservation Commission through its Order of Conditions.
6. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall file an Approval Not Required Application with the Planning Board for review and endorsement which consolidates the two parcels into a single lot and provide verification of recording the Plan with the Middlesex South Registry of Deeds to the Town Planner.
7. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall receive a Wetlands and Watershed Protection District (W-District) Special Permit from the Zoning Board of Appeals and provide a copy of the recorded Decision to the Town Planner.
8. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall receive approval from the Board of Health by installing a well and having the water tested and found to be safe for human consumption.
9. **Prior to the issuance of a Building Permit**, per the Applicant's memorandum dated July 22, 2015 submitted with the application materials, the Applicant/Owner shall donate at least 12 acres of the subject property to the Town of Boxborough Conservation Commission.
10. **Prior to the issuance of a Building Permit**, the Applicant/Owner shall work with the Town Planner on the exact location/pathway of the driveway on Parcel D (79 Meadow Lane). As part of this, all trees with a breast height diameter of twelve (12) inches or greater and significant vegetation on Parcel D shall be identified and tagged. Any tagged trees and other vegetation which are designated to be maintained but are removed during the construction process shall be replaced with a similar species, and for trees, a caliper of no less than a 2.5 inches.
11. **Prior to the issuance of a final Certificate of Occupancy**, to the extent possible, all exterior lighting must be confined to the subject property, cast light downward, and must not intrude, interfere or spill onto neighboring properties.
12. **Prior to the issuance of a final Certificate of Occupancy**, the Applicant/Owner shall work with the Town Planner, Town Assessor, and Building Inspector to finalize the appropriate street address for the property.

13. **Prior to the issuance of a final Certificate of Occupancy**, the Applicant/Owner shall pay all outstanding fees incurred for the Board's consultants including Town Counsel and the Board's Consulting Engineer, for the performance of any of the review and inspection services contemplated herein, and including any such fees incurred prior to the date of this Decision.
14. Only one (1) single-family dwelling shall be permitted on the entire project site which includes Parcel D (79 Meadow Lane) and Lot 53 (94 Chester Road) as shown on plan submitted with the application materials entitled "Plan for Board of Appeals, 94 Chester Road and 79 Meadow Lane, Boxborough, Massachusetts" dated September 2, 2015 with a Zoning Board of Appeals date stamp of September 8, 2015.
15. Vegetation on the subject property shall not be disturbed outside the limit of work as delineated by the bubbled line on the "Septic System Sewage Disposal Plan, Lot 53 Meadow Lane, Boxborough, Massachusetts" prepared by R. Wilson and Associates dated September 2, 2015 with a Zoning Board of Appeals date stamp of September 8, 2015, with the exception of accommodations for the driveway on Parcel D (79 Meadow Lane).
16. The interior stone wall on the property at the rear of Parcel D (79 Meadow Lane) shall be maintained except for a 16 foot wide opening to accommodate for the 12 foot wide driveway. Any stones which are moved to create the opening for the driveway shall be reincorporated to the remaining stone wall.
17. The sanitary waste disposal per day per acre shall not exceed 440 gallons and no septic tank additives shall be used except for sulphuric acid or other biodegradable treatment performed by a licensed professional and supervised by the Board of Health.
18. Violation of any of the conditions of this decision shall be grounds for revocation of this Decision, or of any building or occupancy permit granted hereunder. In case of any violation of the continuing obligations of this Decision, the Town will notify the owner of such violation and give the owner reasonable time, not to exceed thirty (30) days, to correct the violation and to enforce the conditions of this Decision. The Town may enforce compliance with the conditions of this Decision by any action of injunctive relief before any court of competent jurisdiction.

The authority granted to the Applicant by this Decision is limited as follows:

**APPLICABILITY OF SPECIAL PERMIT:** This Special Permit applies only to the site which is the subject of this application. All construction to be conducted on the site shall be conducted in accordance with the terms of this Decision and shall be limited to the improvements shown on the Plans.

**OTHER PERMITS OR APPROVALS:** This Decision applies only to the requested Special Permit. Other permits or approvals required by the Boxborough Zoning Bylaw, other governmental boards, agencies or bodies having jurisdiction shall not be assumed or implied by this Decision.

**BYLAW COMPLIANCE:** The foregoing restrictions have been spelled out for the purpose of emphasizing their importance, but are not intended to be all-inclusive or to negate the remainder of the Boxborough Zoning By-Law.

**AMENDMENT OF THIS DECISION:** The Board hereby reserves its power to modify or amend the terms and conditions of this Special Permit upon its own motion with consent from the owner, or on the application of the owner. All the provisions of this paragraph applicable to approval shall, where apt, be applicable to such modification or amendment.

**LAPSE OF THIS DECISION:** This Special Permit will expire on September 15, 2017 if a substantial use thereof has not commenced except for good cause. Any further request for extension of time set forth herein must be made in writing to the Board at least thirty (30) days prior to September 15, 2017, and the Board herein reserves the right and power to grant or deny such extension without a public hearing. The Board shall not grant any extension of said permit unless it finds that the use of the property in question or construction on the site has begun and is proceeding in a timely manner except for good cause.

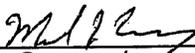
This Special Permit shall not be valid until recorded with the Middlesex South District Registry of Deeds and evidence of such recording provided to the Inspector of Buildings.

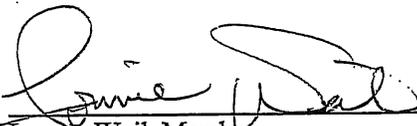
The Applicant by acceptance of this Decision and recording thereof acknowledges the binding effect of the conditions of this Decision.

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

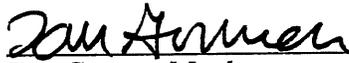
Witness our hands this 15<sup>th</sup> day of September, 2015:

**BOXBOROUGH BOARD OF APPEALS:**

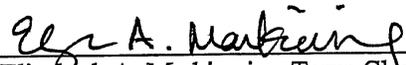
  
\_\_\_\_\_  
Michael Toups, Member

  
\_\_\_\_\_  
Lonnie Weil, Member

  
\_\_\_\_\_  
Christian Habersaat, Member

  
\_\_\_\_\_  
Tom Gorman, Member

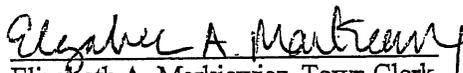
I, Elizabeth A. Markiewicz, hereby do certify that this is a true copy of the above Board of Appeals Decision # 2015 - 02.

  
\_\_\_\_\_  
Elizabeth A. Markiewicz, Town Clerk

September 16, 2015  
\_\_\_\_\_  
Date Filed

**TO WHOM IT MAY CONCERN:**

I, hereby certify that the 20-day appeal period on this decision has expired, and no appeals have been filed with this office.

  
\_\_\_\_\_  
Elizabeth A. Markiewicz, Town Clerk

October 7, 2015  
\_\_\_\_\_  
Date





**BOARD OF SELECTMEN**  
**Meeting Minutes**  
**April 25, 2016**

APPROVED: \_\_\_\_\_

**PRESENT:** Vincent Amoroso, Chair; Susan Bak, Clerk; Les Fox, Member; Robert Stemple, Member and Jim Gorman, Member

**ALSO PRESENT:** Selina Shaw, Town Administrator and Cheryl Mahoney, Department Assistant

The documents discussed herein have been included with the file copy of the agenda packet for the above-referenced date and are hereby incorporated by reference.

Chair Amoroso called the meeting to order at 7:03 P.M. in the Grange Meeting Room of Town Hall.

**ANNOUNCEMENTS**

Chair Amoroso read the announcements.

**APPOINTMENTS**

- Energy Committee (EnCom) Chair Francie Nolde and members of the Energy Committee were present to discuss the EnCom's 2016-18 goals. Nolde opened by inviting the Selectmen to a tour of the "car port" solar system at the CISCO campus in June. EnCom wants to make our community aware of what we should be doing in regards to energy conservation and inform the town of available conservation opportunities. Nolde spoke to the EnCom's goal provided in the packet and the conservation efforts they have already realized. The Selectmen provided their input as to the proposed 2016-2018 goals. EnCom member Richard Garrison provided an overview of the State's "Green Communities" energy conservation initiative; why Boxborough is not eligible; potential changes to their participation criteria. EnCom member Larry Grossman reviewed the Energy Committee's Sense of the Meeting Article. These objectives are a valuable educational opportunity and could allow the Town to establish a baseline energy/cost savings for both the Town and its residents. The Selectmen provided their input on the Article, such as seeking input from boards/committees on these proposals and develop answers to questions that may arise. EnCom intends on having a booth at Fifer's Day. The Board closed by congratulating the Energy Committee on the success of the Solar Project initiative.
- Mark White and Larry White spoke under Citizens Concerns on issues they have had with commercial enterprises [NTS and Lawn Barber] that are located in the vicinity of their homes on Sara's Way. In early 2015 they communicated to the BICAO their concerns about the noise levels being generated by these businesses and that heavy equipment was being run outside of the hours of operation, allowed by the Town. Some sound testing was done but it was inconclusive. NTS was cooperative and made an effort to work on this. This was not the case with Lawn Barber. The Whites have asked the Planning Board about making the "noise" bylaw more stringent, but they have not acted on this request. The Whites stated that from the beginning they have dutifully attended various board & committee meetings and met with town officials. They asked the Selectmen about the enforcement activities and legal actions that have taken place since Lawn Barber was cited in March 2016. Chair Amoroso related some the legal advice provided by Town Counsel. The Whites are frustrated and feel like nothing has happened to resolve these issues. The Planning Bd was supposed to hold a site planning approval hearing tonight but Lawn Barber asked for a continuance – another month with no resolution. Resident Kathy Vorce also voiced concern about the overabundance of cars (20+) parked outside Lawn Barber, along Mass. Ave., during the day. It is an eyesore and runs contrary to the rural character of the town and spoke to the town's responsibility to enforce the regulations that we have put in place to preserve our lifestyle. The Selectmen will follow up with Town Counsel on this matter.

**MINUTES**

- Member Gorman moved to accept the minutes for the regular session, March 29, 2016, as revised. Seconded by Member Fox.  
**Approved 5-0.**

**SELECTMEN REPORTS**

- Member Bak reported that the Personnel Board will begin reviewing the employee handbook in June.

- Chair Amoroso reported that he has had several conversations with other Minuteman community stakeholders. So far no communities have rejected funding/bonding article during ATM season. Several (Concord/Lancaster) will need to hold a Debt Exclusion vote. He should know more by our Town Meeting.
- Member Gorman reported on the Hager Well water system project. The formal estimate for the proposed work has been received and it has come in higher than was anticipated. He provided an overview of some of the priorities that need replacement/upgrading. The majority of the cost is for permitting, materials and parts. Labor costs are nominal. The Moderator has been advised that the funds needed to address the scope of this project are higher than what is published in the warrant article and he willing to accept a motion increasing the funds requested. Member Gorman will also discuss a possible RFT with the FinCom for those elements identified as the next priorities, such as the water softener systems. It was noted that there is enough in the Reserve Fund for this potential RFT. The remaining renovations could be addressed with a fall Special Town Meeting. There was discussion as to the disparity between the initial and formal estimates.

#### **OLD BUSINESS**

- The Board re-opened discussion of Annual Town Meeting. The proposed guest editorial for town meeting was reviewed and revisions were suggested. Member Gorman moved to approve the guest editorial regarding annual town meeting, as revised. Seconded by Member Stemple. **Approved 5-0.**
- The Board reviewed the proposed motions and the Board members assignments as to making the respective motions. Town Counsel is reviewing the proposed motions. Practice is to assign pursuant to liaison responsibilities.

#### **NEW BUSINESS**

- The Board took up a Reserve Fund Transfer request for Street Lighting. This is necessary as LELD increased their unit rate after the FY 16 budget was approved. Member Gorman moved to forward to the Finance Committee for approval the request to transfer \$1,500 from the Reserve Fund to account #001-424-5210-0000 (Street Lighting). Seconded by Member Stemple. **Approved 5-0.**
- The Board took up the request from the Boxborough District Minutemen Company for various permits/licenses related to the 2016 Fifer's Day. It was noted that their Field Usage Permit application has been modified to include setting up on Friday. Member Bak moved to approve the application of the Boxborough District Minuteman Company for a one-day wine and malt beverages license, subject to receipt of adequate insurance coverage, and to approve a temporary common victualler's license for Fifer's Day Festival, to be held on June 18, 2016 (rain date June 19, 2016), at Flerra Field; further to waive the fees associated with these licenses and for the athletic field permit. Seconded by Member Fox. **Approved 5-0.**
- The Clerk has requested that Alan Rohwer be appointed as Temporary Constable so he can assist in this year's Annual Town Election. Further to the request of the Town Clerk, Chair Amoroso moved to appoint Alan Rohwer as a Temporary Constable, for a term effective May 1, 2016 and ending on May 31, 2016. Seconded by Member Bak. **Approved 5-0.**
- The Board reviewed their proposed meeting schedule for period June 2016 – January 2017. June 13<sup>th</sup> will be a joint Selectmen/ Finance Comm. meeting. Member Stemple moved to adopt the proposed schedule as written. Seconded by Member Bak. **Approved 5-0.**

The Board took up the Chapter 90 Project Request – Cold Planing, Paving and Line Painting – Swanson Road (from state pit to Cisco) Member Gorman moved that the Board of Selectmen votes to authorize the Public Works Director to submit to Mass. Department of Transportation a project request form for the cold planing, paving and line painting of Swanson Road (from the state pit to Cisco) as well as an environmental punch list for the project; further that the Board certifies under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability. Seconded by Member Stemple. **Approved 5-0.**

#### **CONCERNS OF THE BOARD**

Susan wanted to follow up on posting the Town's paving schedule. She only saw current paving project posted on the website. There is nothing on future projects. Member Gorman will discuss this with DPW.

#### **ADJOURN**

The meeting was adjourned at 9:48 PM.



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**Board of Selectmen Committee/Liaison List  
FY 2017**

**Current BoS Assignments/Positions**  
**X = Primary Member**  
**L = Liaison**

<b>Assignment</b>	<b>V. Amoroso</b>	<b>S. Bak</b>	<b>R. Barrett</b>	<b>L. Fox</b>	<b>R. Stemple</b>
<b>BoS Chairmanship</b>				X	
<b>BoS Clerk</b>		X			
<b>Committees/Teams</b>					
Acton-Boxborough Cultural Council					
Acton-Boxborough Regional School Financial Oversight Committee					
Acton-Boxborough Regional School Committee					
Agricultural Commission					
BHB (Housing Board)					
Boxborough Affordable Housing Trust				X	
Cemetery Commission					
Community Preservation Committee					
Conservation Commission					
CoA (Council on Aging)					
Design Review Board					X
<b><i>Economic Development Committee</i></b>					
Energy Committee					
Finance Committee					
Board of Health					
Historical Commission					
Library					
Personnel Board					
Planning Board (including MPUC)					
Public Celebrations & Ceremonies Committee					
<b><i>Public Safety Building Committee</i></b>					
Recreation Commission					
Steele Farm					
<b><i>Town Meeting Study Committee</i></b>					
(Civil) War Memorial(s)					
Well-Being Committee					
Zoning Board of Appeals					
<b>Departments</b>					
Fire/Emergency Management					
Inspectional Services					
Police					
Public Safety Dispatch					
Public Works					
Town Hall					
<b>External</b>					
MAGIC/ MAPC				X (4/30/18 MAPC)	
I-495					
MBTA					
MART					

**Board of Selectmen Committee/Liaison List FY 2017  
Showing FY 16 Assignments**

**Current BoS Assignments/Positions**

**X = Primary Member**

**L = Liaison**

Assignment	V. Amoroso	S. Bak	R. Barrett	L. Fox	R. Stemple	Formerly J. Gorman
<b>BoS Chairmanship</b>	X					
<b>BoS Clerk</b>		X				
<b>Committees/Teams</b>						
Acton-Boxborough Cultural Council		L				
Acton-Boxborough Regional School Financial Oversight Committee	X					
Acton-Boxborough Regional School					L	
Agricultural Commission				L		
BHB (Housing Board)				L		
BLF (2)	X			X		
Boxborough Affordable Housing Trust				X		
Cemetery Commission						L
Community Preservation Committee		L				
Conservation Commission	L					
CoA (Council on Aging)				L		
Design Review Board					X	
Energy Committee	L					
Finance Committee					L	
Board of Health		L				
Historical Commission						L
Library					L	
Personnel Board		L				
Planning Board (including MPUC)				L		
Public Celebrations & Ceremonies						L
Recreation Commission		L				
Steele Farm					L	
Vocational Education Advisory		X				
(Civil) War Memorial(s)						X
Well-Being Committee						L
Zoning Board of Appeals				L		
<b>Departments</b>						
Fire/Emergency Management						L
Police				L		
Public Safety Dispatch					L	
Public Works						L
Town Hall		L				
<b>External</b>						
MAGIC/ MAPC				X		
I-495	x	X				
MBTA					X	
MART						Town Administrator

9a



# Reserve Fund Transfer Request

Date: 5/31/16

It is requested by the undersigned that the sum of \$ 5,000 be transferred from the Reserve Fund as follows to:

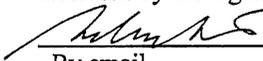
UMAS Acct. # 001-630-5870-000 (\$1,500) and 001-630-5441-0000 (\$3,500)  
(Fund # - Dept. # - Object - Detail)

Descriptions, respectively: RecComm - Equipment Replacement and Rec Comm - Buildings/Ground Maintenance Supplies

The balance in **Total Other Expenses** as of 5/31/16 (Date) is \$ 2,084.88. An amount of \$ 19,600 was originally budgeted/appropriated. Additional funds are now requested for the reasons explained below. (Detailed explanation should include reasons for lack of funds, breakdown of known or estimated costs to be expended prior to June 30<sup>th</sup>, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

The current state of some of the playground equipment at Flerra is posing a safety hazard and is in dire need of replacement. We have had quotes to replace the broken panel on the playground equipment totaling ~\$1500. Also the playground itself is in need of replacing the playground chips and we have a quote from a DPW preferred supplier totaling ~\$3500. The current balance in the Rec Comm total other expenses will be expended by year's end and will not be available for this much needed maintenance.

This request is for extraordinary or unforeseen expense and has been voted upon and approved by the majority of board or commission members, or in the case of a department, by the department head and Town Administrator, as indicated by the signatures below. Please also indicate name of board or commission.

 <u>5/31/16</u>	(Signature)	Selina Shaw, Town Administrator	(Title)
By email	(Signature)	Kevin Lehner, Recreation Chair	(Title)
_____	(Signature)	_____	(Title)
_____	(Signature)	_____	(Title)

On the dates listed below, it was voted by the Board of Selectmen/Finance Committee to transfer the sum of \$ \_\_\_\_\_ from the Reserve Fund to UMAS Acct. # \_\_\_\_\_ to be used for the purposes and in the amounts indicated above.

<u>Board of Selectmen</u>	Date:	<u>Finance Committee</u>	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Copy to:	Initial Distribution Date Sent:	Notification of Finance Committee Action Date Sent:
Finance Committee	_____	_____
Department Head	_____	_____
Board of Selectmen	_____	_____
Town Administrator	_____	_____
Town Treasurer	_____	_____
Town Accountant	_____	_____

Filter by: Segment 1: 001  
 Segment 2: 630

Parameters: Fiscal Year: 2016 Start Date: 7/1/2015 end: 6/30/2016

### Ledger History - Variance - Expenditure Ledger

Account Number	Budget Encumbered	Transfer:	Allocated	Journal Entry:	Receipt:	Payment:	Ending	% Var.
		This Period To Date		This Period To Date	This Period To Date	This Period To Date		
001-630-5126-0000	26,722.00	0.00		0.00	0.00	-24,286.64		
Rec Comm PT	0.00	0.00	26,722.00	0.00	0.00	-24,286.64	2,435.36	90.89
001-630-5210-0000	1,200.00	0.00		0.00	0.00	-1,062.25		
Rec Comm Electricity	0.00	0.00	1,200.00	0.00	0.00	-1,062.25	137.75	88.52
001-630-5241-0000	1,900.00	0.00		0.00	0.00	-1,652.72		
Rec Comm Contracted Svc	0.00	0.00	1,900.00	0.00	0.00	-1,652.72	247.28	86.99
001-630-5351-0000	6,200.00	0.00		0.00	0.00	-5,000.15		
Rec Comm Programs	0.00	0.00	6,200.00	0.00	0.00	-5,000.15	1,199.85	80.65
001-630-5599-0000	500.00	0.00		0.00	0.00	0.00		
Rec Comm Other Supplies	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
	36,522.00	0.00		0.00	0.00	-32,001.76		
5 Account(s) totaling:	0.00	0.00	36,522.00	0.00	0.00	-32,001.76	4,520.24	87.62

< 2,435.36 >

Tot other Expenses: 2,084.88

From: Kevin Lehner [mailto:kevinlehner@verizon.net]  
Sent: Tuesday, May 31, 2016 10:36 AM  
To: sshaw@boxborough-ma.gov; megt1596@yahoo.com  
Cc: jbarrett@boxborough-ma.gov; smbak55@gmail.com; mrgw52@gmail.com  
Subject: Re: Re: Playground Equipment RFT?

Here is the electronic copy of the RFT request.

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From: Kevin Lehner [mailto:kevinlehner@verizon.net]  
Sent: Thursday, May 19, 2016 11:28 AM  
To: megt1596@yahoo.com  
Cc: sshaw@boxborough-ma.gov; jbarrett@boxborough-ma.gov; smbak55@gmail.com  
Subject: Re: Fw: Playground Equipment RFT?

I have this but it will not be completed by noon today. A still unanswered question relates to the need for ~ \$3600 in playground mulch in order to bring the ground base up to code (18" depth).

We'll get these answered and have it ready for June 6th.

Kevin

---

----- Forwarded Message -----

From: Selina Shaw <sshaw@boxborough-ma.gov>  
To: 'Megan Connor' <megt1596@yahoo.com>  
Cc: 'Kevin Lehner' <kevinlehner@verizon.net>; 'Jennifer Barrett' <jbarrett@boxborough-ma.gov>; Susan Bak <smbak55@gmail.com>  
Sent: Thursday, May 19, 2016 9:29 AM  
Subject: RE: Playground Equipment RFT?

Good morning, Megan.

Back in January, there was communication regarding the need to replace equipment at the Flerra playground, due to safety hazards. A copy is included. Because it is expected that there will not be sufficient balance in the RecCom budget to cover, you need to request a transfer of monies from the reserve fund to the RecComm budget. I have started completing one for you, but there is additional information that needs to be provided. According to the email from Mitzi, she had received quotes for slide n learn and drum panels, totaling \$2,409. I don't know if this was all that needs replacement, if these quotes are still valid, or if this amount includes installation. If you can manage to get all that info together by noon today, I can include on Monday's agenda. Otherwise this will have to wait until the BoS meeting of June 6. I have highlighted areas on the form that need to be confirmed and possibly expounded upon.

Currently there is a balance in the RecComm budget for total other expense (not including salaries) of \$2,173. A couple of electricity bills have come in, and I expect that the Commission will be using the remaining balance for supplies. Please confirm if you expect to use these funds or if there will be any available to be used towards the equipment.

If you will be stopping in today to do the copying, I would be happy to review this with you then. I will not be in tomorrow.

Look forward to hearing from you.

Regards,  
Selina

Selina S. Shaw  
Town Administrator  
29 Middle Road  
Boxborough, MA 01719  
(978) 264-1700 general

(978) 264-1712 direct  
(978) 264-3127 fax  
<http://www.boxborough-ma.gov>

Boxborough: A Rural, Engaged Community for All

**\*\*Please note new email address: [sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)\*\***

When writing or responding, please be aware that the Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential.

---

From: Selina Shaw [mailto:[sshaw@boxborough-ma.gov](mailto:sshaw@boxborough-ma.gov)]  
Sent: Friday, April 22, 2016 11:14 AM  
To: Kevin Lehner ([kevinlehner@verizon.net](mailto:kevinlehner@verizon.net)); Mitzi Weil ([mrgw52@gmail.com](mailto:mrgw52@gmail.com))  
Cc: Jennifer Barrett ([jbarrett@boxborough-ma.gov](mailto:jbarrett@boxborough-ma.gov))  
Subject: Playground Equipment RFT?  
Importance: High

Good morning,

The Finance Committee had agreed that replacement of equipment could be handled through a transfer from the reserve fund. Too late for Monday's upcoming BoS meeting, but the BoS will next be meeting immediately prior to Town Meeting on May 9 and possibly on the 10th as well, and could take this up then. Following meeting will be on May 23.

Look forward to hearing from you.

Regards,  
Selina

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On Dec 15, 2015, at 12:32 PM, Mitzi Garcia-Weil <[mrgw52@gmail.com](mailto:mrgw52@gmail.com)> wrote:

Hi Everyone,

I have received final quotes which includes shipping for the panels for the playground.

Slide N Learn Panel:	\$1,277.00
Less 10% discount	127.70
Shipping Fee	160.00
Total:	\$1,309.30

Drum Panel:	\$1,033.00
Less 10% discount	103.30
Shipping Fee	170.00
Total:	\$1,099.70

I did not get the shipping cost on the barrier panel but I assume it will be less in freight since it is lighter. If needed I can also get the exact amount.

Regards,  
Mitzi

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On Mon, Dec 14, 2015 at 1:45 PM, Jennifer Barrett <jbarrett@boxborough-ma.gov> wrote:

After conferring with the Building Inspector, we believe the playground equipment should be fixed sooner rather than later. We could have a significant problem because of the safety issue and for such a relatively small price-tag, you may want to consider a Reserve Fund Transfer in this year instead. This is not a capital purchase, it is maintenance.

-Jennifer Barrett  
Town Accountant  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719  
978-264-1716  
Fax 978-264-3127

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96

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST  
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

<b>PUBLIC EMPLOYEE INFORMATION</b>	
Name of public employee:	Richard M. Barrett
Title or Position:	Selectman
Agency/Department:	Boxborough Board of Selectman
Agency address:	Town Hall 29 Middle Road Boxborough, MA 01719
Office Phone:	978-264-1712
Office E-mail:	rbkick@yahoo.com
	In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.
<b>APPEARANCE OF FAVORITISM OR INFLUENCE</b>	
Describe the issue that is coming before you for action or decision.	I am a member of the Board of Selectman and my spouse serves as the Town Accountant. I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.
What responsibility do you have for taking action or making a decision?	As a member of the Board of Selectman, I am responsible for signing warrants and acting upon the re-appointment of the Town Accountant.  I will be prohibited from signing any payroll warrant that contains the Town Accountant's compensation and from having any participation in the reappointment or other personnel matters concerning the Accountant that may come before the Board.
Explain your relationship or affiliation to the person or organization.	I am a member of the Board of Selectman and my spouse serves as the Town Accountant.

<p>How do your official actions or decision matter to the person or organization?</p>	<p>My wife has a financial interest in the Board of Selectmen's approval of any payroll warrant that includes her own compensation. When any such warrant comes before the Board, I will recuse myself and allow the other Board members to handle the approval of those warrants. The other issue that will be recurring is the annual appointment of the Town Accountant, as long as my wife holds that office. I understand that the Town Administrator generally proposes a candidate for a Town office and submits the name to the Board of Selectmen for approval of the appointment or reappointment. As long as my wife serves as Town Accountant and she is submitted for reappointment, I will have to recuse myself from any such appointment vote due to my wife's financial interest. In addition, I will recuse myself from any personnel issues that could involve my wife's financial interest, such as hearing complaints, disciplinary matters, discussions of salaries for department heads, and the like.</p>
<p><b>Optional:</b> Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.</p>	<p>Additionally, I understand that section §23(b)(3), provides that it is a violation for a municipal employee to:</p> <p style="padding-left: 40px;">act in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. <u>It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion.</u></p>
<p><b>If you cannot confirm this statement, you should recuse yourself.</b></p>	<p><b>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</b></p> <p><input type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p>
<p>Employee signature:</p>	
<p>Date:</p>	<p>6/3/16</p>

**Attach additional pages if necessary.**

**Not elected to your public position – file with your appointing authority.**

**Elected state or county employees – file with the State Ethics Commission.**



**Minutes, Notices and Updates**  
**June 6, 2016**

**Minutes**

None

**Notices**

1. Notice of ABR School District related meetings:
  - a. Policy Subcommittee meetings
    - i. Held May 26, 2016
    - ii. Held June 1, 2016
  - b. Budget Subcommittee meeting held June 1, 2016
  - c. Negotiations Subcommittee meetings:
    - i. Executive Session held May 31, 2016
    - ii. Executive Session held June 2, 2016
    - iii. Executive Session to be held June 9, 2016
    - iv. Executive Session to be held June 15, 2016
    - v. Open Meeting to be held June 10, 2016
    - vi. Open Meeting to be held June 20, 2016
  - d. Comparative Communities Subcommittee meeting held June 2, 2016
  - e. Concord Area Special Education Collaborative (CASE) meeting held June 3, 2016.
2. Notice of Public Celebrations & Ceremonies Committee meetings:
  - a. Held May 27, 2016
  - b. To be held June 7, 2016
3. Notice of an A-B Cultural Council meeting to be held June 7, 2016
4. Notice of a Recreation Commission meeting [Staff Orientation] to be held June 8, 2016
5. Notice of a Boxborough Leadership Forum to be held June 7, 2016
6. Notice of an Energy Committee meeting to be held June 8, 2016
7. Notices of the Joint Board of Selectmen /Finance Committee meeting to be held June 13, 2016
8. TA Shaw's Memorandum RE: Selectmen's Meeting Dates June 6, 2016-January 9, 2017 #
9. Invitation for Bids Posting – Cold Planing, Paving & Line Painting of Swanson Road.

# Indicates that the item has been previously distributed.

10. Legal Notice from the Zoning Board of Appeals for a Public Hearing to be held June 7, 2016 to consider an application for a Special Permit for renovations including the roof rafters and new ridge beam structure per submitted plans, received from Robson Olivera of BHR Development LLC for the property located at 171 Depot Road.
11. Order of Conditions issued by the Conservation Commission on June 1, 2016, regarding the application filed by Glen Kaufmann of Meridian Homes Inc. on behalf of owner Dolly Bjorklund concerning the property identified as 20 Taylor Farm Road.



**Internal Communications and Outgoing Communications**  
**June 6, 2016**

1. Notice from FDCE Engineers that the Keolis Commuter Services' and Fore River Transportation 2016-2020 "Right of Way" Vegetation Management Plan has been approved by the US Dept. of Agricultural Resources and is available for review at ***FDCErailroadvegetation.com***.
2. Memorandum from BoS Chair Les Fox, dated May 25, 2016, to ABRSD Supt. Glenn Brand and others regarding the results of Hager Well water monitoring reports and the May 18<sup>th</sup> DEP notification regarding same.
3. Letter from xfinity [Comcast] Mgr. of Gov't & Regulatory Affairs, Michael Galla, Sr. dated May 27, 2016 to the Selectmen providing information on upcoming changes to channel assignments.
4. Email communication, and PEG Grant Report 1<sup>th</sup> Quarter 2016, regarding their 1<sup>st</sup> Quarter PEG payment of \$14,232.16 from Aileen Santos, Verizon New England, Inc., dated May 13, 2016, to Town Administrator Selina Shaw.

10c



**General Correspondence  
June 6, 2016**

1. Freedom's Way Spring 2016 Newsletter
2. Foxborough Historical Society President's Letter, dated May 28, 2016.#