



BOARD OF SELECTMEN
Meeting Agenda
August 8, 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:

- a) *consider the purchase or value of real estate, and*
- b) *discuss strategy with respect to collective bargaining (Boxborough Professional Firefighters Assn, Local 4601,*

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 negotiating position of the Board.

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

3. ANNOUNCEMENTS

4. APPOINTMENTS

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

- a) Police Chief Warren Ryder and Nicholas Storelli, candidate for the position of Special Police Officer, 7:05 PM
Further to the recommendation of the Police Chief, move to appoint Nicholas Storelli to the position of Special Police Officer for a term commencing August 9, 2016 and ending on June 30, 2017

VOTE:

- b) Jeanne Kangas, President of the Boxborough Historical Society, Inc. (BHSI) and other interested parties, to discuss proposal to fund detailed study and cost estimate to preserve the Steele Farmhouse, 7:10 PM
Move to accept a gift of \$7,000 from the BHSI for the purposes of funding a detailed study and cost estimate to preserve the Steele Farmhouse

[NB: TTOR should be given a heads up regarding the architectural study]

VOTE:

Subject to authorization from the Inspector of Buildings and agreement from The Trustees of Reservations, move to approve the request from the BHSI to hang a fundraising sign at Steele Farm

VOTE:

- c) Town Planner Adam Duchesneau, to discuss MassWorks Infrastructure Program Application for Route 111 Pedestrian Improvements, 7:30 PM

- d) Kristin Blake, PTF Board member, Blanchard, regarding use of Steele Farm, 7:45 PM
Move to approve the request of the Blanchard School PTF Board to host a homecoming bonfire at Steele Farm on Saturday, September 17 from 5:30 – 7:30 PM, pursuant to the details provided in the memo included in the agenda packet under 4d and subject to such terms and conditions as deemed necessary by the Board of Selectmen, Police and Fire Chiefs and Steele Farm Advisory Committee

VOTE:

- e) Dennis Reip, Conservation Commission Chair, regarding Purchase & Sale Agreement for property located at 311 Whitcomb Road, 7:55 PM
Move to accept a gift in the amount of \$27,000 from the BCTrust to be used for the purpose of providing a 5% deposit on the Town's purchase of 311 Whitcomb Road; further that in the event that the Town does not acquire the subject property, the amount of the deposit returned to the Town by the sellers shall be refunded to BCTrust VOTE:

- Move to execute the purchase and sale agreement for the acquisition of 311 Whitcomb Road from Martin W. and Irene H. Schramm, subject to all the terms and conditions therein* VOTE:

- f) Anne McNeece, candidate for appointment to the Personnel Board, 8:10 PM
Further to the recommendation of the Personnel Board, move to appoint Anne McNeece to the Personnel Board, for a three year term effective immediately through June 30, 2019 VOTE:

- g) Citizens concerns

5. MINUTES

- a) Joint meeting with the Finance Committee, June 13, 2016 ACCEPT & POF
- b) Regular session, June 20, 2016 ACCEPT & POF
- c) Executive session, June 20, 2016 ACCEPT & POF
- d) Executive session (collective bargaining session, FF CBU), June 24, 2016 ACCEPT & POF
- e) Executive session, July 11, 2016 ACCEPT & POF

6. SELECTMEN REPORTS

7. OLD BUSINESS

- a) Establishment of new committees, discussion and potential approval of charges
 - i. Economic Development Committee
 - ii. Municipal Building Committee
 - iii. Veteran's Memorial Committee
 - iv. Water Resources Committee

8. NEW BUSINESS

- a) Request from Acton-Boxborough (AB) Rotary to use Town Seal
Move to authorize the use of the Boxborough Town seal by the AB Rotary in pursuit of its charitable endeavors; said non-commercial purposes may include but not be limited to letterhead, banners, apparel and the AB Rotary's website VOTE:

- b) Reserve Fund Transfer Request – Town Hall Stairs
Move to approve and forward to the Finance Committee for their approval the transfer of \$14,000 from the Reserve Fund to Town Hall – Capital Outlay (001-192-5820-0000) VOTE:

- c) Increase CoA Class Revolving Fund
Further to the request of the Town Accountant, move to authorize the increase of the FY 16 CoA Revolving Fund from \$15,000 to \$15,112 and to forward to the Finance Committee for approval VOTE:

- d) 2016 State Primary Election Warrant
Move to notify and warn the inhabitants of the Town who are qualified to vote in primaries to vote at Ward 0/Precinct 1, Boxborough Town Hall, 29 Middle Road, Boxborough, MA 01719 on Thursday, the 8th day of September, 2016 from 7:00 AM to 8:00 PM to cast their votes in the State Primaries for the candidates of political parties for the following offices:
 - Representative in Congress, Third District*
 - Councillor, Third District*
 - Senator in General Court, Middlesex & Worcester District*
 - Representative in General Court, Thirty-Seventh Middlesex District*
 - Sheriff, Middlesex County*VOTE:

9. CORRESPONDENCE

ACCEPT & POF

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

10. PRESS TIME

11. CONCERNS OF THE BOARD

12. ADJOURN

Upcoming Board of Selectmen Meetings

8/29; 9/19; 10/3; 10/17; 10/22 (Goals Setting WS); 10/31; 11/14; 11/28; 12/5; 12/19; 1/9/17

BLF: 8/16

Appreciation Event: 9/17

4a



BOXBOROUGH POLICE DEPARTMENT
520 Massachusetts Avenue, Boxborough, Massachusetts 01719
Phone: (978) 264-1750 · Fax: (978) 268-5123

To: Board of Selectmen
From: Chief Warren B. Ryder
Date: August 2, 2016
Re: Part Time - Special Officer Appointment

Dear Board,

I respectfully request that Nicholas M. Storelli be appointed to the position of Special Police Officer for the Town of Boxborough effective today.

For last two years Nicholas was employed as a Full Time Police Officer for the Bentley University. Nicholas began his career as in 2011 as he worked for the Dennis Police Department as Reserve Officer and Dispatcher. He is a certified as a Full Time Police Officer and holds a Bachelor's degree from Assumption College majoring in Sociology with a concentration in Criminology and a minor in Psychology.

If appointed, Nicholas will immediately begin an expedited version of our twelve week field training curriculum before taking assuming vacant shifts. Nicholas's conditional offer of employment is contingent upon his successful completion of medical, psychological and background checks along with this appointment to the position

Sincerely,

Warren B. Ryder
Chief of Police



BOXBOROUGH HISTORICAL SOCIETY, INC.
29 MIDDLE ROAD
BOXBOROUGH, MA 01719

www.multimgmt.com/BHSociety/bhs1.htm

August 8, 2016

RE: Proposed \$7,000 Gift for Steele Farmhouse to Town of Boxborough

Boxborough Historical Society proposal is to

- Donate \$7,000 to the Town, for the purpose of partially funding a contract to perform a detailed study and cost estimate to preserve the 1784 Levi Wetherbee (Steele) Farmhouse at Steele Farm, including stabilizing the foundation and preserving the exterior envelope.

We ask the Board of Selectmen

- To accept the gift of \$7,000 from the Boxborough Historical Society (BHS) Steele Farmhouse Capital Fund.
- The Capital Fund has been created by the private generosity of some of Boxborough's residents who donated to the recently announced Capital Campaign of BHS—the goal is a \$100,000 campaign over 2 years to help preserve and maintain the Steele Farmhouse.

The Boxborough Historical Society chose \$7,000 as the donation amount because

- The Steele Farm Advisory Committee (SFAC) has recommended, after soliciting bids from over a half-dozen qualified preservation professionals, that a local company with ample experience in this area of expertise be retained for the job.
- That vendor bid \$10,000, which SFAC determined to be quite reasonable.
- The SFAC has \$3,000 in its own funds towards the \$10,000.

The Boxborough Historical Society is offering the donation now because

- The funds would enable the vendor to get started now, instead of waiting for a Special Town Meeting.
- The condition of the Farmhouse is fragile and evaluation of preservation needs should not be delayed any longer.
- Because this expenditure for the cost estimates is neither unforeseen nor unexpected, this project does not appear to warrant a request to the Town's Finance Committee for a transfer from existing Town funds.
- Thus, there appears no other way of starting the preservation process now than matching the SFAC \$3,000 with the BHS' \$7,000.
- The recommended vendor is prepared to begin this project now—and if we wait, we may get on the vendor's "To Do" list and wait longer, while the Farmhouse further deteriorates.
- Completing this project in 2016 will enable the SFAC and Board of Selectmen to consider warrant articles for the May 2017 Town Meeting if you collectively feel any are warranted

BHS determined that their gift is a necessary and proper use of its Capital Campaign Fund because

- For any building repair job, you want to know what needs doing and what is the estimated cost before you begin.
- The recommended vendor has extensive experience in the very task that needs doing, including work in all our neighboring Towns.

**Capital Campaign to Preserve
the Steele Farmhouse**

Donation Form

Amount \$ _____

Name (s)

Address

City, State, Zip

Phone(s)

E-Mail

To donate to the Capital Campaign to preserve the Steele Farmhouse, please mail your completed donation form, along with your check payable to "Boxborough Historical Society, Inc." to us at:

Boxborough Historical Society, Inc.
29 Middle Road
Boxborough, MA 01719

Your donation is greatly appreciated and will help us to preserve an iconic piece of Boxborough's landscape. Thank you for your support.

*The Capital Campaign
to
Preserve
the
Steele Farmhouse*



2016-2018

An initiative of the Boxborough
Historical Society, Inc.

An Endangered Landmark

With its open fields sloping gently down from the farm buildings on Middle Road, Steele Farm is one of the *treasures* of Boxborough. Since the Town acquired Steele Farm in 1994, little has been done to preserve the *1784 Levi Wetherbee (Steele) Farmhouse*. The Farmhouse is currently in a *very fragile state* and work to maintain its structural integrity is urgently needed. The Boxborough 2030 Master Plan lays out a vision of the Town as “a rural, engaged community for all.” The Plan also points out our rich agricultural heritage. Yet many of the architectural icons of that heritage have disappeared in recent years, and more are threatened, particularly the Steele Farmhouse.

The Boxborough Historical Society is therefore conducting a two-year Capital Campaign to Preserve the Steele Farmhouse. Preservation will stabilize the building, allowing for the possibility for future restoration work. We are asking for *your help* in this Campaign to *preserve* this prominent piece of our architectural history that is the gateway to Steele Farm.



The 1794 Levi Wetherbee (Steele) Farmhouse is listed on the National Register of Historic Places. The Town of Boxborough owns Steele Farm and all funds raised in this Campaign will be donated to the Town, restricted to use for Steele Farm, at its close in 2018. Preservation work will be done by the Town and its vendors; any work will require the approval of the Historical Society and Trustees of Reservations as holders of the Conservation and Historical Preservation restriction on the property. The Boxborough Board of Selectmen have granted the Historical Society permission to proceed with this Capital Campaign. One purpose of the Campaign is to demonstrate the strong constituency for the preservation of the Steele Farmhouse, and perhaps for its restoration at some point in the future.

The Boxborough Historical Society, Inc., is a 501(c)(3) charitable organization. All donations to the Capital Campaign to Preserve the Steele Farmhouse are tax deductible to the full extent provided by law.



“Preserve the past for the future”

2016 MassWorks Grant Application

Route 111 Sidewalk – Library to Liberty Square Road

SECTION 1 - APPLICANT INFORMATION

Name of Municipality or Public Entity

Town of Boxborough *

Executive Officer or Designee for Project

Leslie Fox, Chair of the Board of Selectme *

Application Contact (if different from above)

Adam Duchesneau

Title:

Town Planner *

Address:

29 Middle Road *

City:

Boxborough *

State:

MA

Zip:

01719 *

Phone:

(978) 264-1723

Fax:

(978) 264-3127

E-mail Address:

ADuchesneau@Boxborough-MA.gov

SECTION 2 - PROJECT TYPE AND DESCRIPTION

2.1. Please select one of the following project types that best describe your project. *

- Mixed-use development with density of at least 4 units to the acre
- Housing development at a density of at least 4 units to the acre
- Economic development and job creation and retention
- Transportation improvements to enhance safety in small, rural communities

2.2.a. Is the population of the host community 7,000 or below? *

Yes No

2.2.b. If yes, has the host community received a Small Town Rural Assistance Program (STRAP) grant in the last 3 years?

Yes No

2.3. Project Description

Please provide a detailed description of the public infrastructure project for which you are requesting grant assistance that includes a full explanation of the uses for which this grant is being requested. Please provide a concise explanation of how the infrastructure project will advance the host community's housing, economic development and/or community revitalization objectives, or if your community has a population of 7,000 or less, how the project will enhance public safety and transportation.

If housing is not supported by this application request, please identify mixed-use or housing development efforts (such as overlay districts, new zoning bylaws) which support housing development of at least 4 acres per unit for single family development and 8 acres per acre for multifamily development that have been adopted in other locations (e.g. accepted at town meeting) by your community.

If the MassWorks Infrastructure Program funding is intended for a specific element of a larger public infrastructure project, please describe that element and its relationship to the overall project.

Please be advised that no more than 10% of the total grant request may be used for design/engineering, except in communities with a population of 7,000 or less, where the communities are eligible to apply for full design/engineering costs along with a construction grant.

Boxborough, a rural community of roughly 5,000 residents situated between Route 2 and Interstate 495, is striving to improve town-wide pedestrian access. In the mid-2000s, the Town worked to complete 3,000 feet of sidewalks in the heart of the community, connecting the Elementary School, the Public Library, Town Hall, the Police and Fire Department facilities, the Boxborough Community Center, a large 48 unit housing development, and area small businesses. Much of this sidewalk network was built by a local developer as part of the 48 unit housing project, while the Town obtained permits from MassDOT for new crosswalks on Route 111 (Massachusetts Avenue), working closely with landowners to acquire a permanent easement for the sidewalks through Town Meeting.

Since that time, there has been a substantial increase in pedestrian traffic along Route 111 including a significant number of children who cross Route 111 to get to the school, library, Stow Road athletic field, or the shopping plaza. The Planning Board has been working since 2002 on the development of a dedicated pedestrian trail along Route 111 from Harvard to Acton. Through Executive Order 418 and a grant of \$30,000, the Town worked with the Metropolitan Area Planning Council and a private consultant to create a Route 111 Economic Development Trail Master Plan. From this plan, the first 3,000 foot section of sidewalk from Town Hall to the school was constructed.

With the increased use, a significant safety issue has developed for people traveling along Route 111 to get to the various Town facilities and businesses as this heavily traveled roadway is the only east-west transportation corridor across Boxborough connecting I-495 to Route 2. This particular section of Route 111 lacks an improved shoulder due to the width of the road (approximately 22 feet), the presence of a guardrail, and adjacent stream and wetlands. Pedestrians and cyclists are forced to enter into the travel lane and into the path of on-coming traffic en route to their destinations. This important public safety and transportation project will enhance residents' access and travel safety to the numerous community facilities along Route 111 by providing a designated sidewalk. The project is also consistent with the Town's recently approved Master Plan (Boxborough2030) which calls for a sidewalk along the entire length of Route 111 and speaks to quality, safe, accessible, and reliable transportation options in its Goals.

This next section of sidewalk, approximately 2,500 feet in length, would be constructed on the north side of Route 111 providing designated pedestrian access along a stretch of roadway where there is virtually no shoulder. This portion of the project already involved a commitment of Town Meeting to fund \$15,000 for design and engineering plans, as well as negotiations with MassDOT staff regarding work within the state right-of-way. As part of these negotiations, MassDOT has agreed to engineer, design, and construct a culvert extension for a complicated crossing

of Guggins Brook just east of the library, a project on which they are already working (Project # 607955). MassDOT's investment in this project represents approximately \$500,000. However, the Town will still be responsible for replicating wetlands and providing compensatory floodplain storage on Town land as part of this culvert extension project, as well as designing and constructing the sidewalk crossing over the extension and constructing the entire length of the new sidewalk.

The requested MassWorks Grant funding would be used for the construction of the eastward extension of the Route 111 sidewalk beginning at the Public Library to Liberty Square Road and would include the design and construction of a sidewalk crossing over the new Guggins Brook culvert extension. The Town will be moving forward with the state permitting process and Notice of Intent with the Conservation Commission in the next few months.

SECTION 3 - PUBLIC INFRASTRUCTURE PROJECT

3.1. Amount of funds requested

*

3.2. Name of proposed project

Route 111 Pedestrian Improvement Project

3.3. Project site address

Route 111 from 427 Massachusetts Avenue (Sargent Memorial Library) to the Intersection with Liberty Square Road

3.4. Is the project site publicly owned?*

Yes No

3.5.a. Describe type of ownership (select all that apply).*

- Public land
- Right of Way
- Leasehold
- Easement
- Other

3.5.b. If other, please explain.

(N/A)

3.6.a. If not currently public, will the site be publicly owned by the project start date?*

Yes No

3.6.b. If not, please explain and include details about the nature, timing, and mechanism of the public acquisition.

(N/A)

3.7. Is the project seeking other sources of public funds?*

Yes No

3.8. Has the project been subject of a local public hearing or meeting?*

Yes No

3.9. Will the project be ready to proceed with construction in the upcoming construction season?*

Yes No

SECTION 4 – PREPARING FOR SUCCESS

4.1.a. Does the project support transit-oriented developments (that is, developments located within one-half mile of a transit station; further, transit station is defined as a subway or rail station, or a bus stop serving as the convergence of two or more bus fixed routes that serve commuters)?*

Yes No

4.1.b. If yes, please identify the type of transit services and name of location/station:
(N/A)

4.2. Does the project support the redevelopment of a previously developed site?*

Yes No

4.3. Does the project support a development containing a mix of residential and commercial uses, with a residential density of at least four units to the acre?*

Yes No

4.4. Does the project support the development of new housing (or a mix of uses including housing) with a residential density of at least four units to the acre?*

Yes No

4.5.a. Is the project supported by two or more communities?*

Yes No

4.5.b. If yes, please attach letters of support from each community. At least one letter, from a community other than yours, is required.

Please see the attached letter of support from the Town of Acton Sidewalk Committee.

4.6. Is the project located in a Gateway City? *

Yes No

4.7.a. Is the project consistent with MassDOT's Complete Streets design guidelines? Please note, if the project impacts a state owned roadway the project proponent will be required to adhere to the Complete Street design guidelines. *

Yes No

4.7.b. If no, please explain.

N/A

4.8. Is the project consistent with the City or Town's Master Plan?*

Yes No

4.9.a. Is the project consistent with a Regional Planning Agency regional growth plan?*

Yes No

4.9.b. If yes, please identify the plan.

The 495 MetroWest Development Compact Plan

4.10. Is the proposed project expected to support future growth, within the next five years, in and around the project area?*

Yes No

4.11.a. Does the municipal zoning allow, by-right, each of the housing or economic development project(s) identified in this application? If not, please describe the existing zoning and any steps that have been taken to amend the zoning to allow the project(s) to proceed by-right or by expedited permit process.*

Yes No

4.11.b. If no, please explain (2,000 character limit):

This project does not directly involve a housing or economic development initiative. This proposed Route 111 Pedestrian Improvement Project will provide for transportation infrastructure improvements to enhance roadway safety in a small, rural community with a population of less than 7,000 people. The project calls for the construction of an approximately 2,500 foot long sidewalk on the north side of Route 111 to enhance access to the Elementary School, Public Library, Town Hall, Police and Fire Department facilities, Boxborough Community Center, and area small businesses. Additionally, the project will also connect two proposed housing developments off of Stow Road at its western most end to the amenities along Route 111. A parcel of land owned by the Town's Affordable Housing Trust will be developed into approximately 25 mixed-income home ownership units, and directly across Stow Road to the west, the property owner is in discussions with the Planning Board regarding a proposed 100 unit senior housing development. Providing enhanced pedestrian access along Route 111 for these future housing developments to the library and beyond will be a great benefit to these housing projects.

4.12.a. Is your community engaged, or in the process of engaging in a Community Compact with the Commonwealth?*

Yes No

4.12.b. If yes, please provide the status of your Community Compact.

The Town of Boxborough's Board of Selectmen voted on August 17, 2015 to participate in a joint application submission with the Towns of Acton, Littleton, Maynard, and Westford for a Community Compact with the Commonwealth of Massachusetts for the CrossTown Connect Transportation Management Association as a "best practice" for transportation. The Compact was signed on September 3, 2015.

4.13.a. Does this project fall within an Expedited Local Permitting District/Chapter 43D District?*

Yes No

4.13.b. If yes, what is the name of the Chapter 43D District?

N/A

4.14. Does this project fall within a Growth District?*

Yes No

4.15. Does your municipality have a Chapter 40R District or Compact Neighborhood Designation?*

Yes No

4.16. Is the proposed project located within a Chapter 40R District or Compact Neighborhood?*

Yes No

4.17.a. Is the project located within any of the regions that have a Land Use Priority Plan which identifies priority development and preservation areas (e.g., South Coast Rail Corridor, 495/MetroWest Compact, Merrimack Valley, Central MA or Metro North region).*

Yes No

4.17.b. If yes, does this project fall within a state identified Priority Development Area or a Priority Preservation Area?

- Priority Development Area
- Priority Preservation Area

4.17.c. If yes, what is the name of the Priority Area?

N/A - Project does not fall into any specific Priority Development or Preservation Area.

4.18. Please explain how the proposed project is consistent with the Land Use Priority Plan for your region. If not identified as a state of regional priority area, how is the location and/or development consistent with the plan? (4,000 character limit):

The project is consistent with the 495/MetroWest Development Compact Plan in that it will provide the needed infrastructure to advance Boxborough's community housing initiatives, economic development, and enhance public safety and transportation within the Town. The project is consistent with Regionally Significant Transportation Investments (RSTIs), as defined in the Compact Plan, which are critical in supporting the increased development of identified Priority Development Areas while respecting the need to protect Priority Preservation Areas. RSTIs are transportation projects that increase efficiency and enhance interconnectivity for facilities which address transportation needs across multiple cities or towns or larger geographic regions. In most cases, these potential projects address major roadways; however, they also address transit, bicycle, and pedestrian facilities that meet regional travel needs, either individually or collectively. Additionally, this project is also consistent with one of the Compact Plan's identified next steps for municipalities which encourages communities to partner with their neighbors to advance regionally significant projects which require collaboration among multiple communities to recognize the greatest benefit, the ultimate goal of the Route 111 Economic Development Trail Master Plan. This project will also increase regional transportation choices and support reductions in greenhouse gas emissions as emphasized by the Global Warming Solutions Act and the GreenDOT initiative noted in the Compact Plan by providing a safer and alternative way to reach Town facilities and businesses along Route 111.

Although the Town of Boxborough has not formally adopted Chapter 43D, it has pursued its own form of expedited permitting, holding joint hearings between the Zoning Board of Appeals and the Planning Board and shortening the average permitting process to three months.

The Town is served by a municipal electric and light plant and is not currently eligible for a Green Community designation.

4.19. Has your community received a Green Community Designation from the Executive Office of Energy and Environmental Affairs?*

Yes No

4.20.a. Will the proposed project impact or involve (directly or indirectly) a state owned highway or roadway?*

Yes No

4.20.b. If yes, what is the name of the state owned highway or roadway that will be impacted. If multiple highways or roadways will be impacted please list them.

Route 111 (Massachusetts Avenue).

4.20.c. If yes, have you reviewed the project with your local MassDOT District Office?

Yes No

SECTION 5 - PROJECT MAP

Please provide maps, photographs or any other graphics which delineate the project site and its context.

Please see the attached maps, plans, photographs, and letters of support.

SECTION 6 - BUDGET AND SOURCES

6.1: Please provide a breakdown of the project budget in the following table.

This should include the cost of each project element (surveying, permitting, design, bid, construction oversight, construction, etc.) and should not be limited to the work which will be covered by the MassWorks Grant.

Please also indicate if the cost listed is an estimate or if the work has been bid and if MassWorks funds will be used for each element of work listed.

Please be advised that no more than 10 % of the total grant request may be used for design/engineering, except in communities with a population of 7,000 or less, where the communities are eligible to apply for full design/engineering costs along with a construction grant.

Action	Cost	Cost Estimate OR Previously Bid	Requesting MassWorks Infrastructure Program grant support for this use (check box)
Survey *	\$5,000.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Permitting *	\$13,000.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Design/Engineering *	\$4,500.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Construction *	\$287,715.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other: Bid & Constructio	\$21,500.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other: Police Detail	\$45,000.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other: Contingency	\$69,500.00	<input checked="" type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input checked="" type="checkbox"/>
Other:		<input type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input type="checkbox"/>
Other:		<input type="checkbox"/> Cost Estimate <input type="checkbox"/> Previously Bid	<input type="checkbox"/>
Total:	\$446,215.00		

Please complete the following table with budget sourcing information.

Please identify all sources of funding that will support the proposed public infrastructure project, including the total requested MassWorks Infrastructure Program grant.

Please specify whether each funding source is secured or currently pending approval.

Source	Amount	Secured OR Pending	Additional Details
MassWorks *	\$380,215.00	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	This state funding will support the bulk of the project cost as the Town currently has very little of its own funding to support the project.
Municipality *	\$66,000.00	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	The Town has approximately \$6,000 remaining from a Town Meeting Warrant Article in 2008 to use towards the project and secured \$60,000 for its Sidewalk Fund from a donation per a development agreement for a Comprehensive Permit project, which can also be used.
Federal *	\$0	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	N/A
Other: <input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	
Other: <input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	
Other: <input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	
Other: <input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/> Secured <input checked="" type="checkbox"/> Pending	
Total:	\$446,215.00		

SECTION 7 - PROJECT SCHEDULE AND MILESTONES

Please provide a project schedule and anticipated project milestones for the public infrastructure project for which the community is seeking grant assistance.

Milestone	Start Date	End Date
Survey	11/1/2016 *	1/2/2017 *
Permitting	12/1/2016 *	6/1/2017 *
Design/Engineering	1/2/2017 *	5/1/2017 *
Bid/Contract	3/1/2017 *	5/1/2017 *
Start Construction	6/1/2017 *	
25% Construction	6/22/2017 *	
50% Construction	7/13/2017 *	
75% Construction	8/1/2017 *	
100% Construction	9/1/2017 *	
Punch List	9/1/2017 *	10/2/2017 *

SECTION 8 - READINESS CHECKLIST

Please provide a list of all permits and other actions required for this project, the current status of those permits, and the timeframe in which the permits will be obtained. Please specify all required local permits and the status of each.

Required Permit	Filing/Request Date	Anticipated Date of Filing	Anticipated Date of Issuance
<input checked="" type="checkbox"/>	MEPA: ENF	1/2/2017	4/3/2017
<input type="checkbox"/>	MEPA: EIR/FEIR		
<input checked="" type="checkbox"/>	Order of Conditions	2/1/2017	6/1/2017
<input type="checkbox"/>	Superseding Order of Conditions		
<input type="checkbox"/>	401 Water Quality Certification		
<input type="checkbox"/>	Water Management Act Permit		
<input checked="" type="checkbox"/>	MassDOT Access Permit	12/1/2016	3/1/2017
<input type="checkbox"/>	Sewer Extension Permit		
<input type="checkbox"/>	Mass Historic Commission Review		

<input checked="" type="checkbox"/>	Utility relocation	1/2/2017	4/3/2017
<input type="checkbox"/>	Article 97 Land Disposition		
<input checked="" type="checkbox"/>	Other Permit: Natural Heritage & Endang	2/1/2017	6/1/2017
<input type="checkbox"/>	Other Permit:		
<input type="checkbox"/>	Other Permit:		
<input checked="" type="checkbox"/>	Local Permit: Public Shade Tree Remov	1/2/2017	3/1/2017
<input checked="" type="checkbox"/>	Local Permit: Stone Wall Removal/Altera	1/2/2017	3/1/2017
<input type="checkbox"/>	Local Permit:		
<input type="checkbox"/>	Local Permit:		

SECTION 9 - DEVELOPMENT PROJECT

The following questions relate to the private development project that will be supported by the public infrastructure grant request. Please include only information related to the private development project in your answers below.

Note: Applications for transportation projects to enhance safety in small, rural communities with a population of 7,000 or below are required to complete the first question only.

9.1. Is the applicant seeking grant funds to support a transportation project to enhance safety in a small, rural community with a population of 7,000 or less?

If yes, the applicant is not required to complete the remaining questions in the Development Project form.

Yes No

SECTION 10 - CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION

If a vote has been taken, please submit a certified copy of the vote taken by the executive body authorizing acceptance of state funding for this project.

(A certified copy of the Selectmen’s vote was submitted via digital and hard copy)

If your community requires a vote to authorize acceptance of state funding for this project but the vote has not been taken, please explain the timeframe in which this will be *completed*. If a vote is not needed, please explain.

A vote by the Board of Selectmen to authorize acceptance of state funding for this project has been taken and a certified copy of the vote has been submitted with this application.

Please complete the following statement:

2016 MassWorks Grant Application Form

I, *, hereby certify that I am duly authorized to submit this application on behalf of * and to agree to implement the MassWorks Infrastructure Program requirements on behalf of said municipality. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to make the MassWorks Infrastructure grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.

<input type="text" value="Leslie Fox"/> *	<input type="text" value="Chair of the Board of Selectmen"/> *	<input type="text" value="8/29/2016"/> *
Name	Title	Date

Please print, complete, sign, date, and mail the following document within two (2) weeks of your application submission.

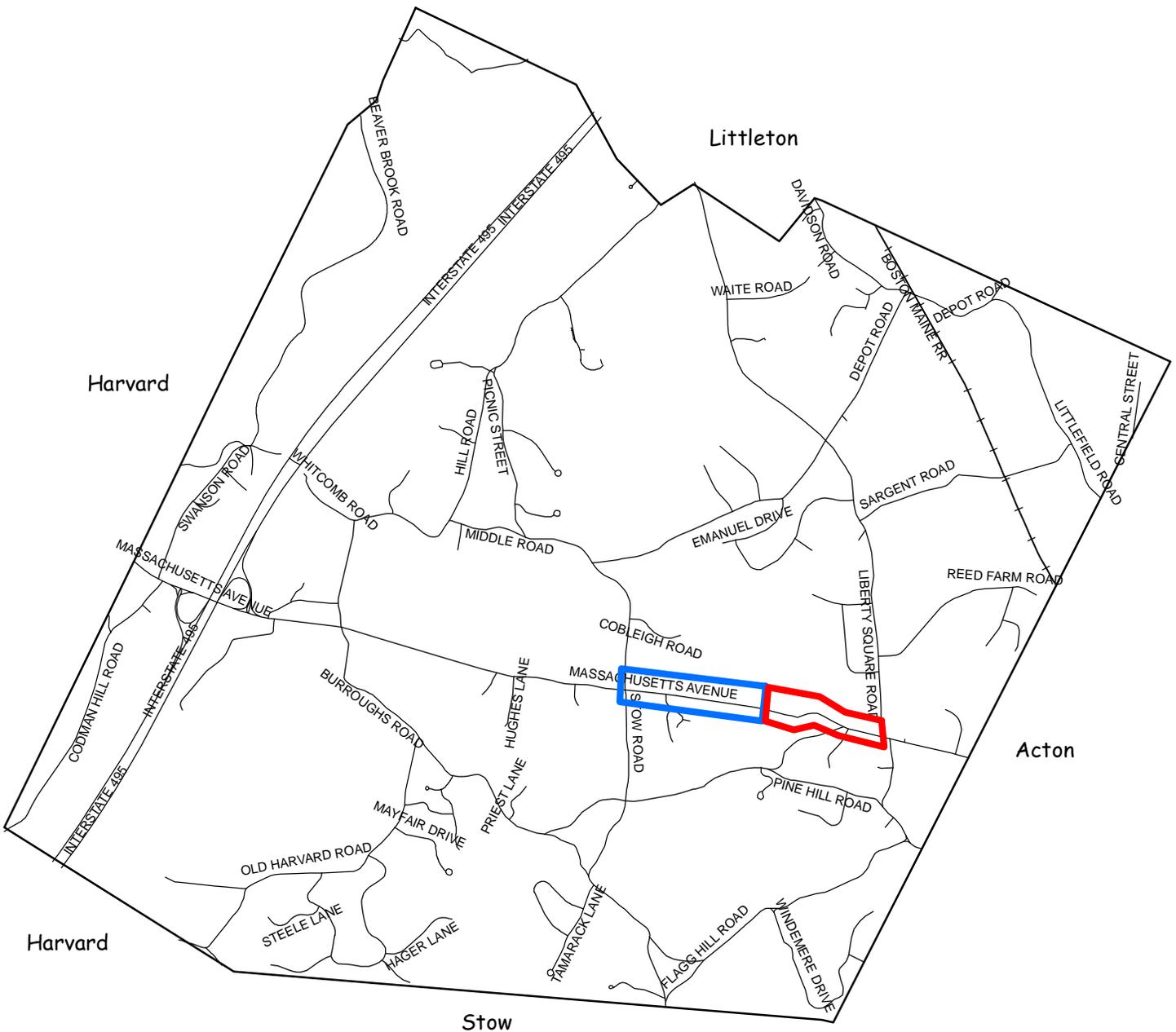
Please return an original copy of the signed authorization letter to:

MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

2016 MassWorks Infrastructure Program Application

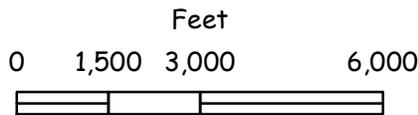
Boxborough, MA - Route 111 Pedestrian Improvement Project

Locus Map



LEGEND

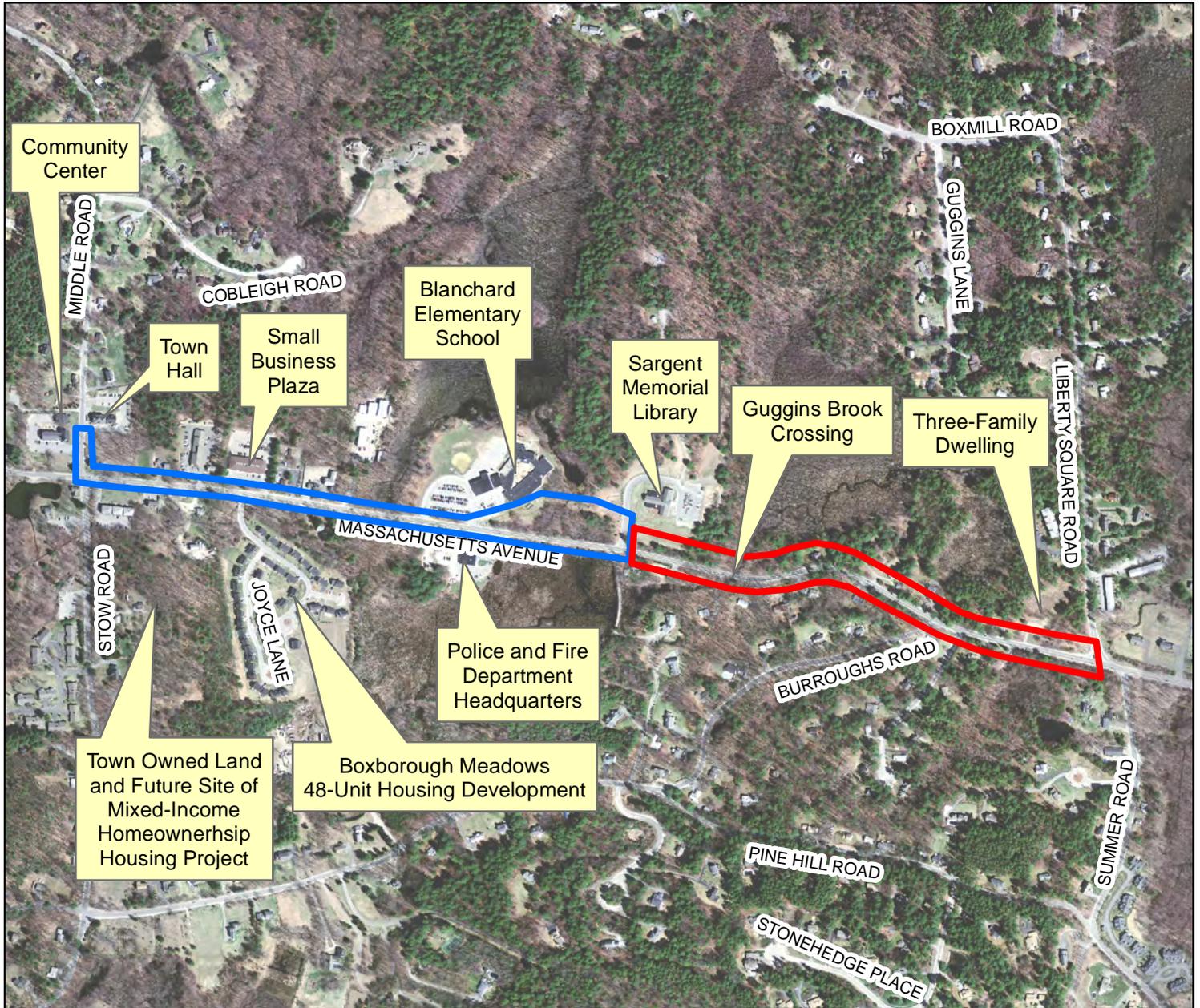
- Area with Existing Sidewalk
- Area of Proposed Sidewalk



2016 MassWorks Infrastructure Program Application

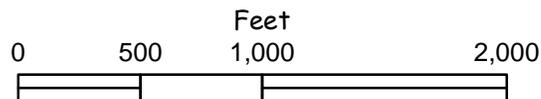
Boxborough, MA - Route 111 Pedestrian Improvement Project

Locus Map # 2

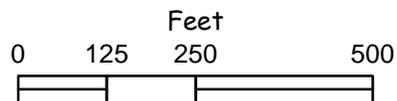
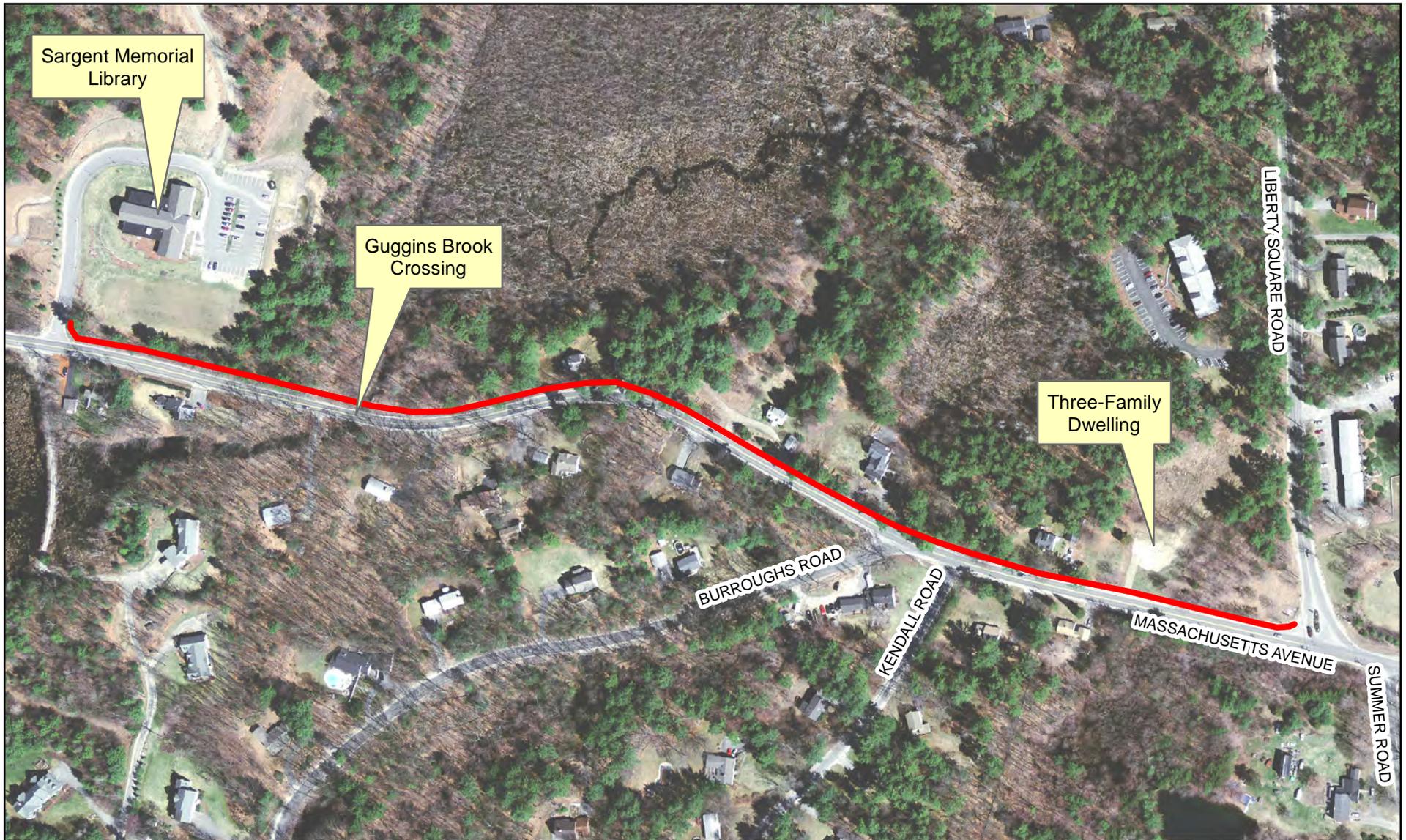


LEGEND

- Area with Existing Sidewalk
- Area of Proposed Sidewalk



2016 MassWorks Infrastructure Program Application Boxborough, MA - Route 111 Pedestrian Improvement Project Project Area



 Proposed Path of New Sidewalk



Route 111 Pedestrian Improvement Project Photographs



End of Existing Sidewalk at Sargent Memorial Library (Route 111 at Right)



North Side of Route 111, Looking East near the Sargent Memorial Library



Looking East on Route 111 near the Sargent Memorial Library



Looking East on Route 111 at the Guggins Brook Crossing



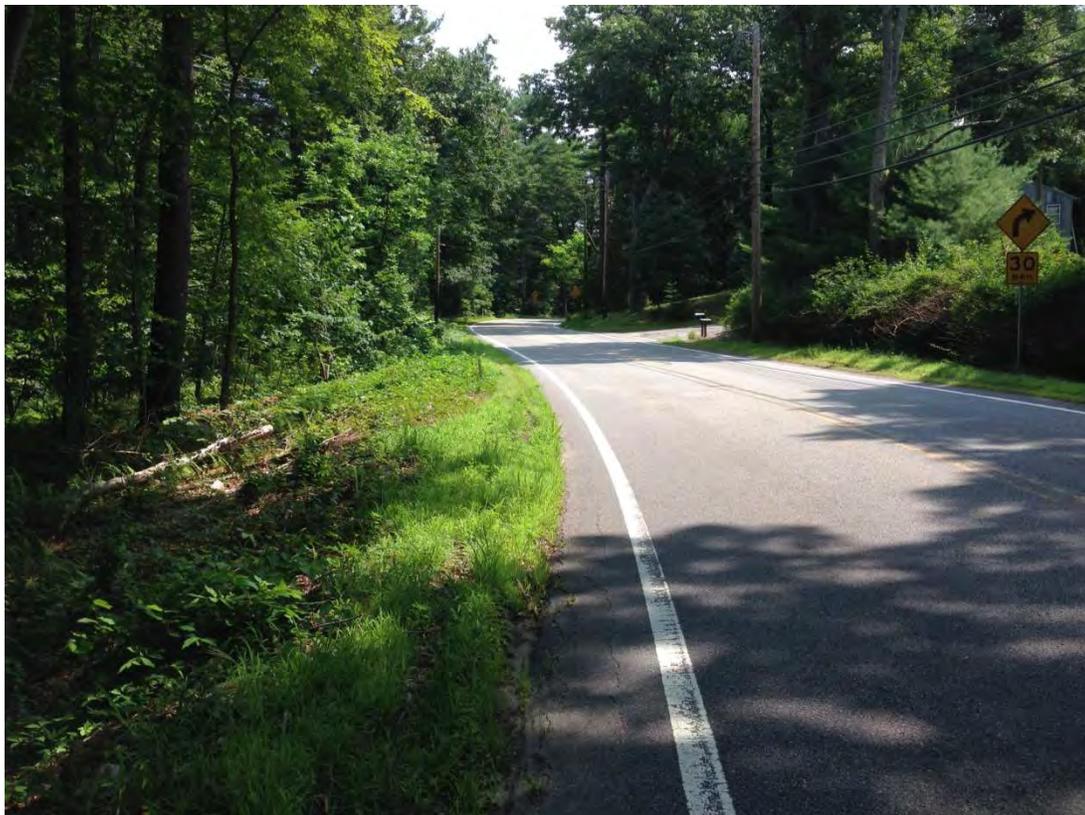
North Side of Route 111 at the Guggins Brook Crossing



North Side of Route 111 at the Guggins Brook Crossing



North Side of Route 111, Looking West at the Guggins Brook Crossing



North Side of Route 111, East of the Guggins Brook Crossing



North Side of Route 111 Looking East near Burroughs Road



North Side of Route 111 Looking West near Liberty Square Road



BOXBOROUGH BOARD OF SELECTMEN
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1712 • Fax: (978) 264-3127
www.boxborough-ma.gov

Leslie R. Fox, Chair Susan M. Bak, Clerk Vincent M. Amoroso Richard M. Barrett Robert T. Stemple

August 29, 2016

MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

Re: Boxborough 2016 MassWorks Infrastructure Program Grant Application

To Whom It May Concern:

The Boxborough Board of Selectmen enthusiastically supports and respectfully requests that you consider the Town of Boxborough's project under the MassWorks Infrastructure Program. This project will be the most significant extension of our Massachusetts Avenue corridor trail concept to improve public safety and public access in an area of the town that is intensively used for a variety of purposes. The proposed improvement area is situated along a section of Route 111 (Massachusetts Avenue) which connects to the Blanchard Elementary School, the Sargent Memorial Library, the Police and Fire Departments, the Department of Public Works, and several nearby densely populated residential developments and businesses.

Our corridor trail concept along the entire length of Route 111 in Boxborough has been under development since 2002 when the Town received \$30,000 through the state and the Metropolitan Area Planning Council under Executive Order 418, which included the development of a Conceptual Trail Plan. This proposed project will extend an existing roadside trail passage for pedestrian and bicycle traffic along Route 111 eastward from the school and library to Liberty Square Road. It will provide a much-needed safe path through the busiest section of the town serving school children, local residents, and the general public. Over the past few years we have observed a noticeable increase in pedestrian traffic along the length of Route 111 from our borders with the neighboring towns of Harvard and Acton. We would like to enhance public safety along a section of the highway that is notoriously difficult and dangerous for passage on foot or bicycle.

In addition to enhancing general public safety, the Route 111/Massachusetts Avenue roadway trail project will facilitate access to our existing trail network on nearby public and conservation lands, promoting greater enjoyment of the town's conservation and passive recreational facilities.

Selina S. Shaw, Town Administrator
sshaw@boxborough-ma.gov

We look forward to the opportunity to construct the next segment of the proposed roadway trail system. Based upon public input to the Board of Selectmen, we believe it will enjoy significant use and increase the safety of the public walking or cycling along a section of Route 111/Massachusetts Avenue which today is quite dangerous due to the narrow right-of-way and presence of culverts and guard rails.

If the Board of Selectmen can assist in this process in any way, please do not hesitate to contact us via Town Administrator Selina Shaw at 978-264-1712 or SShaw@Boxborough-MA.gov.

Thank you for your time and consideration.

Sincerely,

Leslie Fox, Chair
Boxborough Board of Selectmen

To: Selena Shaw, Boxborough Town Administrator

From: The Blanchard PTF Board

Re: Inquiry to host a homecoming bonfire at Steele Farm

Proposed date: Saturday, September 17, 5:30-7:30 pm

Stakeholders: The Town of Boxborough Administration, Boxboro Board of Selectman, Boxboro Fire Department, Boxboro Police Department, Blanchard Memorial School

Proposed Event Details:

- Estimated number of proposed attendees: 200-250 ppl.
- Activities planned: bonfire, BYO picnic, roast marshmallows (ingredients provided by PTF), background music (provided by Blanchard, PTF)
- Location: actual bonfire to be held at the existing bonfire spot, families can set-up blankets appropriate distance from the fire
- Hours:
 - 5:00 set-up
 - 5:30-7:30 event
 - 7:30-8:00 clean-up
- Additional details:
 - PTF to provide 2 portapotties
 - PTF to provide 2 man detail from the Fire Department
 - Materials to be burned: PTF will be asking for donations from Blanchard families of wood pallets or fireplace acceptable wood only
 - PTF to attend August 8th BoS meeting to present event proposal for approval

Selina Shaw

From: EWhitcomb1@comcast.net
Sent: Friday, July 22, 2016 7:39 AM
To: Selina S. Shaw; hager, bruce; Kangas, Jeanne; moss, Jim; Stemple, Bob
Subject: Bonfire at Steele Farm

Selina,

In reference to the Blanchard PTF Board's inquiry for the use of Steele Farm.

The committee met last night and we recommend the following conditions be met:

- Use existing bonfire location.
- Have enough porta potties for the expected attendance.
- Satisfy Fire Department requirements.
- Satisfy Police Department requirements.
- Clean up thoroughly after event.

Ed

Selina Shaw

From: Fire Chief Randolph White <rwhite@boxborough-ma.gov>
Sent: Tuesday, July 19, 2016 9:45 AM
To: 'Kristin Blake'; sshaw@boxborough-ma.gov
Cc: mnadwairski@boxborough-ma.gov; 'Bruce Hager'; WRyder@Boxborough-MA.Gov; 'Robert Stemple'
Subject: RE: [Boxborough MA] Blanchard Memorial School- bonfire

Hi Kristin,

If you are looking to use Steele Farm for a homecoming bonfire for students, faculty and parents, I would need the following.

- Number of proposed attendees
- Event hours
- Location of the purposed bonfire
- What you plan on burning

You will also have to hire a detail (2 Firefighters) during the event.

Regards,
Chief White

rwhite@boxborough-ma.gov
Randolph T. White, Fire Chief
Emergency Management Director
Boxborough Fire Department
502 Massachusetts Avenue
Boxborough, MA 01719

978-264-1770 Main
978-264-1771 Admin
978-263-0038 Fax

www.boxboroughfire.com

The information contained in this message and any attachment may be proprietary, confidential, and privileged and thus protected from disclosure. When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof.

Thank you.

Selina Shaw

From: Chief Warren B. Ryder <Wryder@Boxborough-MA.Gov>
Sent: Tuesday, August 02, 2016 3:23 PM
To: [REDACTED], sshaw@boxborough-ma.gov
Cc: mnadwairski@boxborough-ma.gov; 'Ed Whitcomb'; 'Chief Randolph T. White'; 'Robert Stemple'; lilyandsophie2014@gmail.com; jennettek@focusnote.com
Subject: RE: [Boxborough MA] Blanchard Memorial School- bonfire

Everyone,

With that many attendees we would need to close Middle Road between Picnic Street and Hill Road to accommodate for on the street parking (one side) overflow parking at Boxborough Museum. DPW will need to post "No Parking – This Side" signs north on Middle Road. Two (2) detail officers will be needed during the event (one at each end of closure).

Please contact me if you have any questions.

Sincerely,

Warren B. Ryder
Chief of Police

Boxborough Police Department
520 Massachusetts Avenue
Boxborough, MA 01719
978-264-1751 Admin Line
978-268-5123 Admin Fax

Selina Shaw

From: Selina Shaw <sshaw@boxborough-ma.gov>
Sent: Friday, July 22, 2016 8:10 AM
To: 'Kristin Blake'
Cc: 'mnadwairski@boxborough-ma.gov'; Ed Whitcomb (ewhitcomb1@comcast.net); 'Chief Randolph T. White'; 'WRyder@Boxborough-MA.Gov'; 'Robert Stemple'
Subject: RE: [Boxborough MA] Blanchard Memorial School- bonfire

Good morning, Kristin.

Yes, you will have to provide portapotties, the number depending upon the number of attendees. In preparation for the BoS meeting on August 8, please let me know, by the 3rd, the additional information requested in my email below. Additionally, further to Fire Chief White's query, please let us know what materials you were planning to burn. In response to a question raised by the Fire Chief, if the event is approved by the BoS, the bonfire is to be held in the existing bonfire location.

I understand that you are working with other PTF folks, and with summer vacations, you may not have all the info by the 3rd. If that's the case, we could defer this to the August 29th meeting of the BoS. Just let me know what will work best for you.

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*****

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: Kristin Blake [mailto:████████████████████]
Sent: Monday, July 18, 2016 4:12 PM
To: sshaw@boxborough-ma.gov
Cc: mnadwairski@boxborough-ma.gov; Bruce Hager; Chief Randolph T. White; WRyder@Boxborough-MA.Gov; Robert Stemple
Subject: Re: [Boxborough MA] Blanchard Memorial School- bonfire

Thank you Selena! I know summer is a hectic time. I was dropping by today to drop off camp registration so I thought I might catch you.

I will work with the PTF board to get you all the required event info and respond ASAP. I will also plan on attending the Aug 8 BoS meeting.

One question- is a portapotty required for events?

Thank you for your assistance!

Best regards,
Kristin Blake

On Jul 18, 2016, at 2:59 PM, Selina Shaw <sshaw@boxborough-ma.gov> wrote:

Good afternoon, Kristin.

Many apologies for this belated reply and thank you to whomever you spoke to for the reminder today. I read your June 21 email in the busy week leading up to vacation a few weeks ago and it then fell off the radar.

Please provide additional information:

- Number of proposed attendees
- Activities planned
- Hours
- Will you be providing a portapotty?

There is likely additional information to be requested.

I am copying my response to the Chair of the Steele Farm Advisory Committee and the Fire and Police Chiefs, all of whom will have to weigh in on your request. Assuming that input has been provided by all the stakeholders, I would then plan to ask you to attend BoS meeting on August 8 or 29 to make the request to the BoS.

Thank you for your patience.

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****

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.

Le



Preserving and Protecting Boxborough's Undeveloped Land

August 4, 2016

BOARD OF DIRECTORS

- Rita Gibes Grossman*
President
- Ruth Zimmerman*
Treasurer
- Simon Bunyard*
Secretary
- Tom Bieber*
- Scott Bundy*
- Jeanne Kangas*
- Alex Kerin*

Les Fox, Chairman
 Boxborough Board of Selectmen
 29 Middle Rd.
 Boxborough, MA 01719

Re: 15.67 acre property at 311 Whictomb Rd., Boxborough,
 MA,
 Parcel ID 08-001-000

Dear Les:

The BCTrust Board has approved a donation of \$27,000.00 to the Town of Boxborough. Said donation shall be used to pay the 5% deposit on the Town's purchase of the above referenced property, in accordance with the Purchase & Sale Agreement ("P&S").

Check #842 dated 7/29/2016 and made out to The Town of Boxborough in the amount of TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) has been issued and delivered to the Town Administrator.

As a condition of said donation, should the transaction between the Town and Seller of the above property, for any reason, not be consummated, and the deposit under the P&S, or any portion thereof, is returned to the Town, the returned portion of the donation made by BCTrust shall be forthwith refunded to BCTrust in its entirety.

Please confirm the Town's agreement with the terms of this donation by signing a copy of this letter and returning the original to me at the address below. BCTrust is pleased to be able to assist the Town in the acquisition of this property. If you have any questions, please feel free to contact me.

Sincerely yours,

Rita Gibes Grossman, president

cc Simon Bunyard, clerk
 Ruth Zimmerman, treasurer

AGREED TO BY:
 the Town of Boxborough

Les Fox, Chairman, Boxborough Board of Selectmen

date

PURCHASE AND SALE AGREEMENT

From the Office of
Dorner Law & Title Services
978-266-9666
www.dornerlaw.com

This _____ day of August, 2016

1. PARTIES

Martin W. Schramm, Jr. and Irene H. Schramm of P.O. Box 353, Harvard, MA 01451 hereinafter called the SELLER, agrees to SELL and

The Town of Boxborough, by and through its Conservation Commission, having an address of 29 Middle Road, Boxborough, MA 01719 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises:

2. DESCRIPTION

The land known as and numbered **311 Whitcomb Road, Boxborough, MA 01719 containing approximately 15.67 acres of land, more or less, which property consists of ONLY that portion of the land** described in a deed recorded with the **Middlesex South Registry of Deeds in Book 11391, Page 514 and the Worcester South Registry of Deeds in Book 4791, Page 145, as is located in the Town of Boxborough ("premises" or "Premises")**.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES – Vacant Land.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of closing; and
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the **intended** use of said premises for conservation purposes.

5. PURCHASE PRICE

The agreed purchase price for said premises is **Five Hundred Forty Thousand and 00/100 (\$540,000.00)** dollars, of which

- \$ 1,00 0** was delivered as a deposit with the offer and
- \$ 26,000.00** have been paid as a deposit this day and
- \$513,000.00** are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, municipal treasurer's or bank check(s), **wire or attorney's conveyancing check, to be held in escrow by SELLER's attorney or broker until the recording of the deed.**

\$540,000.00 TOTAL

6. TIME FOR PERFORMANCE; DELIVERY OF THE DEED

Such deed is to be delivered at 10:00 o'clock A.M. **on or before June 30, 2017 at the office of the BUYER's Attorney**, unless otherwise agreed upon in writing. **Neither the SELLER, nor his/her agents or attorney shall be required to attend closing but do agree to facilitate the transaction and ensure that the original SELLER signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney on or before the time and date of closing.** It is agreed that time is of the essence of this Agreement.

7. POSSESSION AND CONDITION OF PREMISES

Full possession of the Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) **in the same condition as they are now, weather and environmental damage excepted** and (b) in compliance with provisions of any instrument referred to in Clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of delivery of the deed the Premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. **Exclusive of liens or encumbrances created by or against the SELLER, The SELLER shall not be required to incur costs or expenses totaling in excess of \$2,700.00 to make title conform.**

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title or deliver the Premises, as the case may be, all as herein agreed, then at BUYER'S option any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in its then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

11. ACCEPTANCE AND RECORDING OF DEED

The **acceptance and recording** of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed **or within a reasonable time thereafter in accordance with customary conveyancing practice.**

13. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on the Premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Liability	\$As presently insured

***All Risk of loss to remain with the SELLER until deed is recorded.**

14. ADJUSTMENTS

Real estate taxes for the then current fiscal year, shall be adjusted in accordance with M.G.L.c.59, § 72A, as of the day of performance of this agreement. Any taxes paid by the SELLER prior to closing shall not be refunded.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year **and this shall be the final apportionment between the parties. No deed excise stamp tax is due or payable pursuant to M.G.L. c. 64D, sec. 1.**

16. **BROKER'S FEE**

A broker's fee for professional services **as per listing agreement** is due from the SELLER to **Keller Williams Realty Boston Northwest whose office Agent ID number is 7995**, the broker(s) herein, **but only if, as and when title passes, the deed is recorded in the registry of deeds and the SELLER receives full consideration, but not otherwise.** **Marianne Blackstone Tabner is the listing agent whose Agent ID number is _____.**

17. **BROKER'S WARRANTY**

The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

18. **DEPOSIT**

All deposits made hereunder shall be held in escrow by **Keller Williams Realty Boston Northwest**, as escrow agent in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. **In the event of any disagreement between the parties the escrow agent shall retain the deposits made under this agreement pending written instruction signed by both the BUYER and the SELLER or shall pay the monies into the courts upon the filing of an interpleader action or distribute the monies in accordance with a final decision of a court of competent jurisdiction.**

Furthermore, so long as escrow agent served in good faith, the BUYER and the SELLER shall agree to hold harmless the escrow agent from damages, losses or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

19. **BUYER'S DEFAULT; DAMAGES**

If all of the conditions to SELLER's obligation to sell the Premises have been satisfied or waived in writing by BUYER, and BUYER shall fail to fulfill the BUYER's agreements herein for any reason other than SELLER'S default, SELLER's sole remedy in such event shall be to terminate this Agreement, with all deposits made hereunder by the BUYER to be retained by the SELLER as liquidated damages, **and this shall be the SELLER's sole and exclusive remedy at law or in equity. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have had the right to counsel an attorney with regard to the provisions of this Paragraph.**

20. **BROKER AS PARTY**

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

21. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.**

If the SELLER or the BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or the BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

22. **WARRANTIES AND REPRESENTATION**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has s/he relied upon any warranties or representations not set forth or incorporated in this Agreement except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE, except as may be expressly set forth herein.**

23. MORTGAGE CONTINGENCY CLAUSE – Intentionally Deleted

24. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as the BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

25. NOTICES

Unless otherwise specified herein, 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 successfully completed telecopier or facsimile transmittal, or (d) by electronic mail, if actually received, addressed:

For SELLER:

Hillery Dorner, Esq.
Dorner Law & Title Services
Six Tenney Circle
Acton, MA 01720
978 266-9666 Phone
978 266-1198 Fax
myattorney@dornerlaw.com

For BUYER:

Jonathan Eichman, Esq.
KP Law, P.C.
101 Arch St., 12th Floor
Boston, MA 02110
617 556-0007 Phone
jeichman@k-plaw.com

26. ACCESS

The BUYER shall have the right of reasonable access to the Premises prior to the time specified for delivery of the deed for the purpose of inspecting the Premises, environmental assessment, soil testing, surveying and staking out the land, showing the Premises to prospective financing entities, taking measurements and the like. Said right of access shall be exercised only after reasonable notice to the SELLER. The BUYER shall indemnify the SELLER and hold the SELLER harmless for any injury or damages suffered as a result of said access which is not otherwise covered by insurance. BUYER shall not cut trees, clear brush or otherwise mar the surface of the land without express permission of the SELLER, except as is reasonably required for BUYER to complete its environmental assessment, soil testing, surveying and staking out the land and after reasonable prior notice to SELLER. In the event the BUYER does not purchase the Premises, it will fill in any areas of excavation and remove felled trees and debris unless requested by the SELLER to leave as is. The minimal cutting of trees, clearing of brush or marring of the surface shall not constitute injury or damage to the Premises.

27. ESCROW & RECORDING OF DEED

The SELLER acknowledges that the purchase funds shall be held in escrow following the closing for a reasonable period of time until the deed can be recorded in the appropriate registry of deeds. Deed must be recorded not later than one business day after closing.

28. REBA STANDARDS

Any matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of closing shall be governed by such standard to the extent applicable.

29. PRIOR AGREEMENTS & SEVERABILITY

This Agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby with any such prior agreements, offers, listing sheets, and disclosure sheets, becoming null and void upon the execution of this Agreement. This Agreement henceforth represents the complete and full agreement

of the parties hereto, except as the Agreement may be modified or altered by a written agreement signed by all the parties hereto. If a section of this Agreement is deemed to be invalid, its invalidity shall not impinge on the validity of the remaining sections of this Agreement and they shall remain in full force and effect.

30. AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys, if listing in this agreement, the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the purchase and sale agreement regarding time for the performance, and (b) any notice that may be given under this Agreement, including but not limited to termination notices. The parties may rely upon the signature of such attorneys (including faxed signatures and electronic signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein. Such authority may be exercised in writing by fax or mail and by e-mail. This provision shall survive the closing.

31. FAXED OR ELECTRONIC SIGNATURES

Faxed, scanned or electronic signatures on this Agreement, or signatures through programs such as "docusign," as well as on any extensions, amendments, modifications or ancillary agreements, shall be considered as binding as original signatures and may be relied upon. Faxed or Electronic Signatures may not be used for Deeds or other documents to be recorded at the Registry of Deeds which shall be original signatures.

32. NO OTHER BROKERS

Both parties represent to each other that they have not dealt with any real estate broker, facilitator or any other person with respect to this transaction who may claim a fee from the SELLER other than Keller Williams Realty Boston Northwest, the broker(s) named herein ("BROKER"). BUYER and SELLER each indemnifies and holds the other harmless for any claims or demands by any real estate broker not otherwise set forth herein on account of acts of the other. The provisions of this Clause shall survive the delivery of deed.

33. SELLER'S DEFAULT DAMAGES

If SELLER shall default in the performance of any of its obligations hereunder, and if such default is not cured within ten (10) days after written notice to the SELLER specifying such default, BUYER shall have all rights and remedies to which BUYER may be entitled by law and under this Agreement, including the right to specific performance, and the exercise of one or more of such rights or remedies shall not impair BUYER'S right to exercise any other rights or remedy.

34. RECORDING OF AGREEMENT

If the BUYER either makes an assignment of his/her rights under this Agreement or if a copy of this Agreement is recorded, the SELLER, at his/her option, may declare the SELLER's obligations hereunder to be null and void and may deem the BUYER to be in default of his/her obligations hereunder whereupon all deposits shall be turned over to the SELLER in accordance with the terms of this Agreement.

35. SELLER'S REPRESENTATION

All references herein or elsewhere to the "SELLER's actual knowledge" or "to the best of the SELLER's knowledge" or words of similar import are agreed to mean the SELLER's current actual knowledge and are not intended to imply or create any obligation for the SELLER to take additional actions or make further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the closing, unless otherwise expressly stated.

36. BUYER'S CONTINGENCIES

BUYER'S performance hereunder is expressly contingent upon satisfaction of the following conditions:

1. BUYER shall have received from SELLER, by such time as is required to allow BUYER to satisfy Grant requirements, and no in any event no later than two weeks prior to closing, a draft of the deed from SELLER to BUYER in final form containing the final and complete legal description of the Premises. BUYER shall have

the right, at its sole discretion, to withdraw from this agreement without recourse to SELLER, and to receive a refund of all deposits made hereunder if SELLER is unable to provide a deed.

2. The award of a grant to BUYER, in the full amount requested by BUYER, from the Local Acquisitions for Natural Diversity, or "LAND" grant program administered by the Massachusetts Executive Office of Energy and Environmental Affairs (hereinafter called the "Grant"), which Grant shall include a fully-executed Grant Agreement for recording with the deed. The Grant shall be in support of the BUYER's purchase of the Premises, and shall be sought at the BUYER's discretion and at its sole cost and expense, except as may be otherwise set forth herein. Should the Grant not be awarded on or before **February 1, 2017**, or, following such award, should the Grant be rescinded or BUYER for any reason loses its entitlement to the Grant or is unable to satisfy Grant requirements at or before the time of Closing, then at the BUYER's option, the BUYER may provide written notice waiving its right to purchase the property to the SELLER and this Agreement shall be terminated whereupon all deposits shall be forthwith refunded with no further recourse to either party. If the Grant is awarded, the BUYER shall provide written notice to the SELLER within **seven (7) business days** of notification of grant approval. 3. In order to facilitate a timely closing in anticipation of the Grant award, the BUYER agrees to conduct necessary due diligence to the greatest extent reasonable within the period between the date of this Agreement and April 30, 2017 (including but not limited to environmental assessment, soil testing, and land surveying and engineering); should the BUYER be unsatisfied with the results of this due diligence, BUYER may, at its option, terminate this agreement by written notice to SELLER whereupon all deposits paid shall be refunded to BUYER with no further recourse between the parties.
4. BUYER shall have obtained all required approvals, authorizations, and funding, including, at BUYER's discretion, by borrowing, necessary to allow it to purchase the Premises on the terms set forth herein, which shall include, without limitation, a favorable vote of the Boxborough Town Meeting authorizing the acquisition of the premises at the purchase price and upon the terms and conditions set forth in this Agreement and the approval of the Boxborough Board of Selectmen and all other municipal approvals that are required for the purchase of the Premises. Notwithstanding this provision, the Town of Boxborough shall not be under any obligation to seek and/or obtain such approvals, authorizations, and funding, or to hold a town meeting for this purpose. Should the BUYER not obtain the required approvals, authorization, and funding as required to purchase the Premises on the terms set forth herein, for any or no reason, BUYER may terminate this agreement by written notice to SELLER and all deposits paid shall be refunded to BUYER with no further recourse between the parties, provided, however, that BUYER shall be entitled to return of deposits only if such notice is made to SELLER on or before May 30, 2017.5. BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property, which may include the filing of a "uniqueness determination" in accordance with G.L. c.30B, §16(e)(2), to BUYER'S reasonable satisfaction.
5. BUYER and SELLER shall have complied with any other requirements of the Massachusetts General or Special Laws relative to the acquisition of the Premises by BUYER.

Notwithstanding anything to the contrary contained herein, until all contingencies are fulfilled or waived, the SELLER reserves the right to continue to promote the sale of the property and to accept other offers as back up offers, subject to the BUYER's exclusive rights and terms of this agreement.

37. SELLER NOT A "FOREIGN PERSON"

SELLER represents that SELLER is not a "*foreign person*" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign"

affidavit in compliance with the I.R.C. Section 1445(b)(2) and the regulations thereunder. The closing attorney shall be responsible for drafting said document.

38. CLOSING DOCUMENTS.

SELLER agrees to sign all documents reasonably and customarily required by BUYER's attorney and/or title insurance company, including but not limited to the following: affidavits and indemnifications regarding mechanics' and materialmen's liens, parties in possession, a so-called "non-foreign certificate" sufficient to qualify for an exemption pursuant to Section 1445(b)(2) of the Internal Revenue Code, a compliance agreement regarding adjustments, and Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding.. As part of such responsibility, SELLER agrees to execute and deliver such affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters. SELLER shall not be required to execute a so called "Seller's Affidavit" which requires representations beyond this agreement.

39. TITLE INSURANCE.

The BUYER's performance hereunder is conditioned upon title to the premises being insurable at regular rates on a standard ALTA Owner's form Insurance Policy by companies qualified to do business in the Commonwealth of Massachusetts insuring fee title in the BUYER free from all exceptions other than those exceptions specifically set forth in Paragraph 4 of this Agreement.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

40. TITLE.

Without limitation of any other provision of this agreement, the premises shall not be in compliance with the provisions of the purchase and sale agreement with respect to title, unless:

- a. No building, structure, improvement way or property of any kind encroaches upon or under said premises from other premises;
- b. Said premises shall have deeded, legal vehicular and pedestrian access to a public way, which public way is duly laid out or accepted as such by the city or town in which said premises are located;
- c. There are no outstanding Orders of Conditions on record and then in effect with respect to the premises;
- d. Said premises comply with applicable zoning, building, regulatory and subdivision laws and regulations.

41. ERRORS AND OMISSIONS

If any errors or omissions are found to have occurred in any calculation of figures used in the settlement statement signed by the Parties, and notice thereof is given within sixty days of the date of delivery of the deed to the Party to be charged, then such Party agrees to make a payment to correct the error or omission.

42. SELLER REPRESENTATIONS

SELLER represents that to the best of SELLER's knowledge and belief, without any investigation:

- a. (i) no hazardous materials or oil have been used, generated, stored, or disposed of at, from or near the Premises (as used in this agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E); (ii) there has been no release of any hazardous materials or oil on, from or near the Premises; (iii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously
- b. there are no pending bankruptcy, mortgage foreclosure or other proceeding against the SELLER or the premises that may impact the SELLER'S ability to perform under this Agreement;
- c. SELLER has not received any written notice of any litigation or threatened litigation affecting SELLER or the premises that would in any way constitute a lien, claim or obligation of any kind against the premises or which could prevent the SELLER from performing SELLER'S obligation under this Agreement;
- d. SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the SELLER or against the Property affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
- e. as of the date hereof, the SELLER has no knowledge of any conditions of the premises or received no actual notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings, which representation shall be deemed to have been repeated at the time and by virtue of delivery of the deed.
- f. No options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;
- g. As of the date hereof, and thereafter until Closing, there are no leases, or licenses, or other occupancy agreements in effect with respect to any part of the Premises, and no persons or entities other than SELLER occupy or use or have a legal right to occupy or use any part of the Premises;
- h. SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations to be false as of closing. SELLER'S representations shall survive the closing and the delivery of the deed.

43. SELLER will promptly notify BUYER of any material change in facts which arise prior to the Closing which would make such representation herein untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice"). SELLER shall use reasonable efforts to rectify the cause of such change by the original or extended time for Closing.

44. DISCLOSURE OF BENEFICIAL INTEREST

SELLER shall provide, upon BUYER'S request and upon a form provided by BUYER, a disclosure of beneficial interests as required under M.G.L.c. 7C, § 38 (formerly M.G.L. c. 7, § 40J). The Town will promptly file this form with the Division of Capital Asset Management and Maintenance of Massachusetts.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

BUYER:

**Town of Boxborough
Board of Selectmen**

Martin W. Schramm, Jr.

Martin W. Schramm, Jr.

*by his attorney in fact
Irene H. Schramm*

Irene H. Schramm



BOARD OF SELECTMEN AND FINANCE COMMITTEE
Meeting Minutes
June 13, 2016

Approved By -
BoS: _____
FinCom: _____

PRESENT: Selectmen (BoS): Les Fox, Chair; Susan Bak, Clerk; Vince Amoroso, Member; Rick Barrett, Member; and Robert Stemple, Member
Finance Committee (FinCom): Dilip Subramanyam, Chair; John Rosamond, Clerk; Steve Ballard, Member Amy Burke, Member (7:43PM); Neal Hesler, Member; Ted Kail, Member; Gary Kushner, Member and Thomas Begin, Incoming member

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

PUBLIC ATTENDANCE: Maria Neyland and Molly Longham, WickedLocal

Selectmen Chair Fox and FinCom Chair Subramanyam called their respective boards to order at 7:32 PM in the Grange Meeting Room of the Town Hall.

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.

- There was a review as to the purpose/goal of these joint discussions. The intention is to hold these joint discussions three to four times a year.
- The Minutes from the March 22, 2016 joint meeting were reviewed and revisions were made and approved.
 - **BoS:** Member Bak moved to accept the minutes for the March 22, 2016 joint meeting, as revised. Seconded by Member Stemple. **Approved 5-0.**
 - **FinCom:** Chair Subramanyam moved to accept the minutes for the March 22, 2016 joint meeting, as revised. Seconded by Member Rosemond. **Approved 7-0.** (Member Burke not present for vote)
- The Selectmen took up the appointment of FinCom member, Steven Ballard to the Foxborough Affordable Housing Trust (BAHT). The BAHT Bylaw calls for a FinCom member to serve as a Trustee; the current BAHT member Neal Hesler is stepping down and Ballard has agreed to serve. Chair Fox moved to appoint Steven Ballard to the Foxborough Affordable Housing Trust for a two year term commencing on July 1, 2016 and ending on June 30, 2018. Seconded by Member Bak. **Approved 5-0.**
- The Finance Commission opened discussion on the Capital planning process. The Capital Plan is intended to give the Town the ability to manage capital entries out & in. Departments need to understand that this is a tool; allowing these departments and the Town to do long range planning and everyone needs to be pro-active in utilizing it. Concord's Capital Plan process & timetable were discussed. It was suggested that Foxborough's Capital Plan should be a planning tool and rigidity could make it difficult to work with. It should serve the Town; we should not be serving it. FinCom member Ted Kail is responsible for the Town's Capital Plan. Kail suggested that BICAO Noel work with him to tour Town facilities and develop information on specific items. The last update to the Capital Plan was in February 2016. There was discussion about developing a "purpose" or "intent" statement to accompany this document plan so people can understand its purpose and that Capital Plan items & timetables should coincide with the Community Preservation Comm. (CPC).s timetable/schedule so that proposed capital expenditures could be considered for possible CPA funding. There was a review of those 2016 Town Meeting Capital Article items that were or should have been posted to the Capital Plan, prior to inclusion in the warrant and what information should have been provided with them. It was suggested that, going forward, Capital Plan submissions should be included in the budget planning timetable/schedule. It was also suggested that we tie in our asset management activities to the Capital Plan and we consider including an analysis of the fiscal tax payer impact and debt projections to inform the public. There was discussion as to the framework developed eight years ago when the Capital Plan was launched, including that a \$5,000 expenditure needs to be included in the Capital Plan, the 25 year out term of the plan and the intended submission and review process. The Capital Plan

is a living document. We factor in DOR lifecycle guidelines, risk profiles and the item's actual condition, but these are subjective. There was also discussion on recurring annual expenditures – inclusion in capital plan and/or part of operating budget. Emergencies do happen but a Capital Plan allows us to manage replacement/acquisitions within a manageable framework. The Capital Plan is the FinCom's responsibility however; it is in a department's/committee's best interest to be proactive insuring that an item is in the Capital Plan.

- There was a discussion of the Town's current debt and future capacity. There was a review of the Town's current Debt Schedule and two sample future capacity scenarios – constant/equal principal payment and graduated debt service. There was also discussion of the recently issued 2016 ATM Bond Anticipation Note (BAN) and the potential public safety facility capital project. In recent years, we have been carrying a debt load well below the maximum allowed by the Town debt management guidelines. We need to begin planning for anticipated growth and for necessary infrastructure maintenance/upgrades, so this conservative load scenario in all likelihood will only be possible for the next few years. There are many moving parts when we are planning debt and future capacity such as education/regional assessments, capital planning and other potential assumptions. Maria Neyland, as an ABRSD School Comm. member, reported on the potential impact of the ABRSD's projected Capital Planning efforts. This is a work in progress and any significant impact will not be realized by the Town for at least five years. Right now, Boxborough is 17% of the total AB District enrollment. We need to figure what is needed and how to afford it. It was noted that, as with the Capital Plan, it's important we know the impact on residents' tax bills and we need to be aware of the state's potential shortfall; planning conservatively when determining future capacity.
- Discussion was opened on Public Safety facilities' improvements. It is essential that our two boards discuss this together, in order to figure this out. The Selectmen have had preliminary discussions about establishing a public safety building committee, and would like the FinCom's feedback on matters such as this group's purpose, make up and structure. There was discussion that this group's general scope should be enlarged to address infrastructure project(s) rather than just as a "public safety" building committee. This group would be a formal Town committee. Nine (9) members would be a workable number with five of them voting members. The Selectmen and FinCom would be voting members. Voting members would also likely include members of ConsCom and/or Planning Bd. It was suggested that a resident with building experience be invited to round out the five. The BICAO, Police Chief and Fire Chief and others that could provide essential information would be considered ex-officios. This committee will need to be structured so it complies with FinCom's bylaw in order to insure that FinCom has voting member seated on this committee. A working title of "Municipal Building Committee" was suggested. These discussions provided a good foundation. The Selectmen will be forming of this committee, and asked FinCom to develop additional input as to the development of this committee's charge and structure. In the meantime, Selectmen Amoroso will begin working on the charge. There was discussion as to optimum locations for the respective town facilities and that the positives and negatives of potential alternate site should also be considered.
- Discussion was opened on several Reserve Fund and Interdepartmental Transfer Requests:
 - Reserve Fund Transfer for Police Overtime – It was noted that the primary factor necessitating this is related to Sgt. DiMauro's long term medical leave due to a work-related injury and the implementation of 100% two officer shift coverage in mid FY 16. Resident Maria Neyland asked to speak. Police overtime and related employee benefits budget overage will have an approximate \$125,000 impact before the close of FY 16. She is concerned about this amount, the timeliness and transparency. This short-fall should have been anticipated well before tonight's discussion and the Town should have been well aware of the potential shortfall some time ago, and well before Annual Town Meeting. The Selectmen and FinCom could have placed this as a Special Town Meeting article and taxpayers could have discussed this at that time. There was discussion as to the town meeting warrant process and this year's timeline. Members of the FinCom voiced concern about the department's management of this budget line; noting that this Overtime Transfer Request is an annual occurrence and that comparable towns do not seem to have this issue as to overtime. There was a discussion as to the effectiveness of the Chief's attempts to address overtime concerns, including hiring an additional officer.
BoS: Chair Fox moved to approve the request to transfer \$47,395 from the Reserve Fund to Police Overtime (001-210-5134-0000). Seconded by Member Bak. **Approved 5-0.**
FC: Member Kushner moved to approve the request to transfer \$47,395 from the Reserve Fund to Police Overtime (001-210-5134-0000). Seconded by Member Burke. **Approved 7-0.**
 - An Interdepartmental Transfer to Police Other Expenses allows us to use a surplus in the Collector Salary to address unanticipated police maintenance & repairs. It was noted that Interdepartmental Transfers are an allowable practice at the end of a fiscal year. There was a review of the information provided and the DOR Interdepartmental Transfer requirements. Chair Fox moved to approve the transfer of \$5,000 from the Collector's Salary (001-146-5112-0000) to Police Expenses – Other (001-210-5599-0000). Seconded by Member Bak. Upon further discussion, both boards determined that additional information was needed on these expenses before this transfer could be approved.

- An Interdepartmental Transfer from Fire Salary - Per Diem Firefighter to Dispatch Salary – Part-time would cover the time related to training two new Dispatchers; allowing Dispatch to bringing them on-line sooner. There was funding in FY 16 for these positions but existing staff are required to cover these training times and that was not anticipated. Both boards determined that additional information was needed on this before this transfer could be approved.
- Reserve Fund and Interdepartmental Transfer Requests for Snow and Ice Street Maintenance Supply were reviewed. Both boards determined that additional information was needed on this before either of these transfers could be approved.
- The Recreation Commission Reserve Fund Request, previously approved by the Selectmen was discussed. This is needed to address safety concerns. There was a review of the supplemental information that FinCom had requested; a discussion as to setting a maintenance schedule for the Flerra Play yard and defining the responsibilities for this site.
FC: Member Burke moved to approve the request to transfer \$5,000 from the Reserve Fund: \$1,500 to RecComm – Equipment Replacement (001-630-5870-0000) and \$3,500 to RecComm - Building/Grounds Maintenance Supplies (001-630-5441-0000). Seconded by Member Rosamond. **Approved 8-0.**
- There was discussion on a RFT for Employee Benefits – Health Insurance, Life Insurance and Medicare due to the hiring of two new employees in early FY 16. It was noted there may be additional expenses regarding this by the end of FY 16. This department head now understands the “Employee Benefits” components and the necessity of properly budgeting for them.
BoS: Chair Fox moved to approve the request to transfer \$39,000 from the Reserve Fund as follows: \$30,000 to Employee Benefits – Health Ins. (001-915-5170-HLTH); \$1,000 to Employee Benefits – Life Ins (001-915-5170-LIFE); \$8,000 to Employee Benefits – Medicare (001-915-5171-MEDC). Seconded by Member Bak. **Approved 5-0.**
FC: Member Kushner moved to approve the request to transfer \$39,000 from the Reserve Fund as follows: \$30,000 to Employee Benefits – Health Ins. (001-915-5170-HLTH); \$1,000 to Employee Benefits – Life Ins (001-915-5170-LIFE); \$8,000 to Employee Benefits – Medicare (001-915-5171-MEDC). Seconded by Member Begin. **Approved 8-0.**

There was discussion as to the need for providing more specifics – such as detailed background and narrative for these Transfer Requests. TA Shaw was asked to prepare a memorandum regarding the preparation and submission of Reserve Fund and Interdepartmental Transfer Requests.

- Participants their discussed any other concerns that they might have.
 - The group was provided an update on the schedule for the personal property tax inspection taking place at the CISCO facilities.
 - There was discussion as to the failed DPW Radio article; what the next steps; and the input received on Town Meeting floor. It was noted that because the stakeholders had no foreknowledge of the purported “expert” opinions being provided by a resident from the floor that night so the veracity of his claims could not be verified and stakeholders were therefore unable provide an informed and well thought-out rebuttal to his statements. It was stressed that this item be in the Capital Plan.

ADJOURN

This joint meeting was adjourned at 10:02 PM



BOARD OF SELECTMEN
Meeting Minutes
June 20, 2016

APPROVED: _____

PRESENT: Les Fox Chair; Susan Bak, Clerk; Vincent Amoroso, Member (*Left at the conclusion of the Executive Session*); Rick Barrett, Member; and Robert Stemple, Member

ALSO PRESENT: Selina Shaw, Town Administrator

EXECUTIVE SESSION

- At 6:00 PM Chair Fox moved to adjourn to executive session to consider the purchase or value of real estate and to reconvene in open session at 7:00 PM in the Grange Meeting Room to consider the regular business on the agenda. Chair Fox further stated that an open meeting may have a detrimental effect on the litigating and negotiating position of the Board. Seconded by Member Stemple. **Approved 5-0 by Roll Call Vote: Fox "aye," Stemple "aye," Bak "aye," Amoroso "aye," and Barrett "aye."**

Chair Fox reconvened the meeting at 7:07 P.M. in the Grange Meeting Room of Boxborough Town Hall.

ALSO PRESENT: 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.

ANNOUNCEMENTS

Chair Fox read the prepared announcements and further announced that the Town's Shared Ride Services will launch on July 12th.

APPOINTMENTS

- The Selectmen took up the appointment and reappointment of various board members to three-year terms effective July 1, 2016, through June 30, 2019, unless otherwise noted:
 - Nancy Evans was present regarding her reappointment to the Acton-Boxborough Cultural Council (ABCC). Evans spoke of the ABCC's involvement in community events such as the Harvest Fair. Chair Fox moved to reappoint Nancy Evans to the Acton-Boxborough Cultural Council. Seconded by Member Bak. **Approved 4-0.**
 - Owen Neville was present regarding his reappointment to the Agricultural Commission. Chair Fox moved to reappoint Owen Neville to the Agricultural Commission. Seconded by Member Bak. **Approved 4-0.**
 - Hoff Stuart was present regarding his reappointment to the Conservation Commission. Chair Fox moved to reappoint Hoff Stuart to the Conservation Commission. Seconded by Member Bak. **Approved 4-0.**
 - Both Barbara Birt & Barbara Wheeler are attending a CoA event and were unable to attend but they would like to continue to serve on the Council on Aging. Chair Fox moved to reappoint both Barbara Birt & Barbara Wheeler to the Council on Aging. Seconded by Member Bak. **Approved 4-0.**
 - Kevin Mahoney has communicated his willingness to continue to serve as the Historical Commission designee to the Design Review Board but was unable to attend. Chair Fox moved to reappoint Kevin Mahoney to the Design Review Board. Seconded by Member Bak. **Approved 4-0.**
 - The Board passed over the re-appointment of Trena Minudri to the Historical Commission.
 - Tom Gorman and Stefano Caprara were present regarding their reappointment to the Zoning Board of Appeals (ZBA), respectively as a full member and as an alternate. Gorman noted that after just 14 years on the ZBA he thinks he is beginning to get the hang of it. The Board commended the work done on the ZBA's decisions. Chair Fox moved to reappoint Tom Gorman to the Zoning Board of Appeals. Seconded by Member Bak. **Approved 4-0.**
 - Caprara advised that he enjoying working with the ZBA members and the knowledge he has gained. Chair Fox moved to reappoint Stefano Caprara as an alternate Zoning Board of Appeals member, for a one year term through June 30, 2017. Seconded by Member Bak. **Approved 4-0.**

- Chair Fox moved to reappoint Christian Habersaat as an alternate Zoning Board of Appeals member, for a one year term through June 30, 2017. Seconded by Member Bak. **Approved 4-0.**
 - Kevin Lehner was present regarding his reappointment to the Recreation Commission. He is looking forward to his 6th term on RecCom. Chair Fox moved to reappoint Kevin Lehner to the Recreation Commission. Seconded by Member Bak. **Approved 4-0.**
 - Steele Farm Advisory Committee Chair Ed Whitcomb and member Bruce Hager were present for Hager's reappointment to the SFAC. The barn is looking great and the SFAC has been working hard on various projects. Chair Fox moved to reappoint Bruce Hager to the Steele Farm Advisory Committee. Seconded by Member Bak. **Approved 4-0.**
 - Chair Fox moved to reappoint Selina Shaw as Boxborough's Representative to Montachusett Regional Transit Authority (MART) Advisory Board, for a one year term through June 30, 2017. Seconded by Member Bak. **Approved 4-0.**
 - Donald Morse was delayed but he has advised that he would like to continue to serve on the Cemetery Commission. Chair Fox moved to reappoint Donald Morse to the Cemetery Commission. Seconded by Member Bak. **Approved 4-0.**
 - Hilary Greven has communicated her willingness to serve as the Recreation Commission designee to the Community Preservation Committee but was not present. Chair Fox moved to reappoint Hilary Greven to the Community Preservation Committee. Seconded by Member Bak. **Approved 4-0.**
- Hongbing Tang will be appointed as the Design Review Board when she comes in later with the Planning Board. Town Clerk Markiewicz was present to swear in those that were present.

The Board postponed discussion of Item #4b -war memorials and took Items #5(a-c) and 7(b i-ii), out of order.

MINUTES

Chair Fox moved to accept the minutes for the regular session of May 23, 2016, as written. Seconded by Member Bak. **Approved 4-0.**

Chair Fox moved to accept the minutes for the Executive session of May 23, 2016, as written. Seconded by Member Bak. **Approved 4-0.**

Chair Fox moved to accept the minutes for the Executive sessions I and II of June 6, 2016, as written. Seconded by Member Bak. **Approved 4-0.**

OLD BUSINESS

- There was discussion on several Intermunicipal Agreements (IMA):
 - Chair Fox opened discussion on the Littleton Community Television IMA; pointing out the video equipment upgrades recently installed and by acknowledging the fine job done by the LCTV staff during Town Meeting. This is a renewal of our existing agreement; the only change is to the dollar amount. This is funded directly out of the PEG Funds we received from the Town's cable providers and has no impact on taxes. The Littleton Selectmen have already signed this. Chair Fox moved that the Board of Selectmen vote, pursuant to MGL C.40,§4A, to authorize execution of an intermunicipal agreement with the Town of Littleton for the provision of Littleton Community Television (LCTV) services for a term commencing July 1, 2016 and running through June 30, 2017 at a cost of \$57,700, with supplemental services at \$85 per hour. Seconded by Member Bak. **Approved 4-0.**
 - Discussion opened on IMAs for Animal Control Officer (ACO) Services. Littleton is looking to renew an IMA we entered into last year for ACO services. The only change is an increase in the cost for these services. The Town of Stow has asked to enter into an IMA for the same services for FY 17. They will be billed monthly. Chair Fox moved that the Board of Selectmen vote, pursuant to MGL C.40,§4A, to authorize execution of intermunicipal agreements with the towns of Littleton and Stow for the provision by Boxborough of animal control officer services for Littleton and Stow each at a base cost of \$24,492 for terms commencing July 1, 2016 and running through June 30, 2017. Seconded by Member Bak. **Approved 4-0.**

APPOINTMENTS (Continued)

- Veterans' Services Officer, Donald Morse, was present to discuss the Town's war memorials. Members of the public were also present for this discussion. Chair Fox provided background on the condition of our existing memorials, needed repairs, and the efforts in recent years to acknowledge other conflicts/wars & to create a permanent location for these war memorials. The Selectmen determined that a formal war memorial planning committee shall be created. Selectman Barrett agreed to lead this effort. This group should be made up of members of the Public Celebrations & Ceremonies Comm., Cemetery Comm. Historical Comm., and members of the public. Veterans' Services Officer and Cemetery Supt. Donald Morse agreed to participate. It was suggested that a formal charge be developed, timeline set and that roles be clearly defined. The committee should be formed by September. There was review of previous discussions and former Selectman Gorman's efforts in this matter. Members of the public provided input and communications from two residents, that were unable to attend were read aloud and added into the meeting packet. Some thought that this work was already underway and not just beginning. Attendees commented as to possible locations, purpose, protocol, updating/maintenance, on the subject of "war" memorials, in general and some offered to participate in this working group.

The Board took Agenda Item #8b, out of order.

NEW BUSINESS

- The Town Clerk has asked that the Board delegate, to her, the authority to appoint election wardens. She has advised that it would be easier and simpler to allow her to manage this responsibility. There was a description of an election warden's responsibilities. Chair Fox moved to delegate to the Town Clerk the authority to appoint election wardens as needed. Seconded by Member Bak. **Approved 4-0.**

APPOINTMENTS (Continued)

- The Planning Board and Town Planner Adam Duchesneau were present to discuss Boxborough 2030. Prior to this discussion, the Selectmen took up Hongbing Tang's appointment as the Planning Board designee to the Design Review Board, Chair Fox moved to appoint Hongbing Tang to the Design Review Board. Seconded by Member Bak. **Approved 4-0.** Now that the 2030 Plan has been approved this is the first implementation aka "progress review" meeting for the two boards. Participants were referred to their Boxborough 2030 materials specifically the action items within the Recommendations & Implementation Plan. Both Boards touched upon those items that have the highest priority for them such as water resources protection, "appropriate" economic development, improvements to municipal facilities, preservation of Town Center, and protecting the Town's important landscapes. Planning Board Chair John Markiewicz opened the discussion. There are some key strategic items; others are on-going, multi-year activities and some that cannot occur without state, federal and/or regional support/participation. The priority should be those items that require action in years 1-3. We should establish the structure and schedule for reviewing progress of our own action items and those of the other boards, such as whether they need to come in to provide a formal status report or will a letter/memorandum suffice. Markiewicz suggested that rather than go through the action items in total. Planner Duchesneau reach out to those boards with a 1-3 year action timeframe; asking them to review those items and to provide feedback. If no feedback is provided then perhaps they will be asked in to formally discuss their progress. Boards will be asked to provide this initial feedback by September 1st; which will be followed up bi-annually, in this case January 2017. A timeframe/cycle should be established for these implementation aka "progress review" joint meeting so the public and the sundry boards be made aware of these discussions; and advertised in advance of these meetings. The intention is to hold another joint implementation discussion in September. Planning Board can monitor progress and advise the Selectmen if an item becomes critical. We need to stay on top of this; monitoring our progress while helping our boards navigate this process and to articulate their feedback. This time around we have to treat this like a living document. The Boxborough 2030 material is available on the Town's website.

SELECTMEN REPORTS

- Member Stemple reported on the presentation at a recent Public Safety Space Needs Study meeting which he and Chair Fox had attended. He reviewed some of the infrastructure concerns. The hard costs are determined by the square footage; however, soft costs are more discretionary. This needs to be clearly explained and defined so the public can understand the various permutations. The Selectmen are in the process of creating an official committee for this, with the intention of them presenting at an upcoming town meeting. Member Amoroso has taken the lead this, and is drafting the charge, but he was ill tonight. There was discussion as to the possible make up on this committee and developing sub groups to help with certain tasks.
- Chair Fox reported on the feedback from the "Public Safety Building" booth at Fifer's Day.

He also reported that progress is being made on the Hager Well project. The goal is to have the system design submitted to DEP by early September and once approved we can go out to bid. There was a review of town meeting discussions and the ABR School District's proportional cost responsibilities. There was a meeting between the Town and the District on this today.

OLD BUSINESS (Continued)

- The Board re-opened discussion on several Reserve Fund (RFT) and Interdepartmental Transfer (IDT) Requests:
 - i. IDT - Collector Salary to Police Other Expenses
 - ii. IDT - Fire Salary - Per Diem Firefighter to Dispatch Salary - Part-time
 - iii. IDT - Snow and Ice Overtime to Snow and Ice Street Maintenance Supply
 - iv. RFT - Snow and Ice Street Maintenance Supply

However, the Board deferred there had not been an opportunity to thoroughly review the supplemental information that had been provided. The Board will need to take action by their July 11th meeting.

- There was discussion on the establishment of new committees (Municipal Building Committee, Economic Development Committee, and Town Meeting Study Committee). Chair Fox related the feedback received from the Board's outreach at Fifer's Day. There was also discussion on the possible make of some of these committees.

NEW BUSINESS (Continued)

- Chair Fox read the list of Employee Appointments into the record, [attached and incorporated by reference]. Chair Fox moved to appoint the employees, as referenced, each for a term commencing July 1, 2016 and ending on June 30, 2017, excepted for the Town Administrator, whose term shall end December 31, 2018. Seconded by Member Bak. **Approved 4-0**, except for the Appointment of Town Accountant Jennifer Barrett, which was **Approved 3-0-1 (Member Barrett recused himself)**.

ADJOURN

The meeting was adjourned at 8:45 PM.

Veteran's Memorial Committee Proposed Mission:

Through the creation of a Veterans Memorial; to help foster a common understanding of the sacrifices and uncommon dedication given by veterans and their families; to convey to every individual that enters the memorial grounds, a sense of the total dedication to The United States of America and its citizens by the men and women who served during war-time and in peace; to honor selfless service; to provide the opportunity for the public to reflect on their rights and freedoms enjoyed as citizens of the United States of America.

Memorial Design

The Memorial Committee will work collectively to organize and outline the physical design and construction of the Boxborough Veterans Memorial. The goal is to obtain numerous designs for the Memorial that will not only support the Committee's vision and mission, but will also preserve the historic nature of our community.

The Committee will solicit suggestions from its members as well as the outlining community for memorial designs. The Committee may consider a competition for which to solicit designs.

The Committee will continue discussions relating to the site for placement of the Memorial with consideration regarding what is in the best interest for the Town of Boxborough and its citizens.

The Committee will consider establishing a fund raising campaign which will not only support the financial obligations of the project but will also increase public participation and understanding of the Memorial Committee's mission. If fund raising activities are believed

appropriate to supplement town funds, consideration for the establishment of a 501(3) c should be discussed. Additionally, the Committee will research the use of CPA funds based on the project's historical focus.

The Memorial Committee will establish avenues for educational outreach through the Acton-Boxborough School District to be inclusive of upholding the Committee's mission through the recognition and encouragement of selfless service to the community and the country as demonstrated by the veteran community.

The Memorial Committee will consider establishing educational initiatives in conjunction with the Historical Commission to provide:

- Education content via web site
- Presentation of Boxborough's veteran contributions for local schools and libraries
- Active participation in school memorial day activities
- recruit students and faculty to submit proposals for memorial designs or to participate in fund raising activities and outreach initiatives.

Committee members to include but not limited to:

Boxborough Veterans, Historical Commission, Public and Celebrations and Ceremonies Commission, Cemetery Commission, and the citizens of Boxborough.

Selina Shaw

8 a

From: bpbirt [REDACTED]
Sent: Wednesday, August 03, 2016 6:16 PM
To: sshaw@boxborough-ma.gov
Subject: RE: Use of Town Seal

The Acton - Boxborough Rotary Club is requesting Selectmen's permission to use the Boxborough seal. As you may know, the club has a 501 (c)(3) designation. The seal would be used in its charitable endeavors both locally, nationally and internationally, including letterhead, banners, apparel, on our web site for only non-commercial purposes.

Barbara Birt

Sent from Samsung tablet



Reserve Fund Transfer Request

Date: 8/8/16

It is requested by the undersigned that a sum of \$ 14,000 be transferred from the Reserve Fund to:

UMAS Acct. # 001-192-5820-0000

(Fund # - Dept. # - Object - Detail)

Description (e.g. Selectmen's expenses) Town Hall - Capital Outlay

The balance in the line item as of 8/8/16 (Date) is \$ 0. An amount of \$ 0 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 30th, and any other pertinent information). Also, please list any previous requests for transfer during the fiscal year for this line item.

The request is being made for the purpose of supplementing the appropriation by Town Meeting for the demolition and reconstruction of the Town Hall exterior stairs. A combined amount of \$45,000 was authorized by Town Meeting to be appropriated from CPA Historical Resources for the project in FY 16 (\$10k) and FY 17 (\$35k). The total appropriation of \$45,000 included \$5,000 for railings, \$40,000 for the stairs themselves.

The low bid for the stairs came in at \$54,000. Adding the railing quote at \$5,000 puts the total project cost at \$59,000, which leaves a shortfall of \$14,000.

[NB: The railings were not part of this bid and will be subject to a separate contract]

Some further comments about the bidding process. Out of 11 contractors who picked up the specs, only 4 attended the mandatory site visit and of those, only 2 submitted bids. One contractor did not bid on the project because he was just awarded another job, causing a scheduling conflict with the Town's timeline. The other contractor who was eligible to bid chose not to because he had concerns regarding his ability to obtain the required bonds and insurance.

We were able to contact 5 of the 6 contractors who received bid packets but "disqualified" themselves by not attending the mandatory site visit. Three of them were put off by the requirements (OSHA training, prevailing wages, insurance and bonding were cited). Another opined that granite was too costly, and another commented that it was not their line of work. There was one additional contractor who had provided a soft quote a year ago, but did not participate in the formal process. He said that he did not receive the packet (we had incorrect contact info). Looking back at his soft quote, he had not provided the quote at prevailing wages. Had he submitted a formal bid, his quote most likely would have placed him in excess of our low bid.

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.

_____ (Signature) Selina Shaw, Town Administrator (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	_____	_____

Selina Shaw

From: Selina Shaw <sshaw@boxborough-ma.gov>
Sent: Tuesday, August 02, 2016 1:10 PM
To: 'Ted Kail'; 'Les Fox (lesfox@comcast.net)'; rick barrett; 'Robert Stemple (bstemple@verizon.net)'; Susan Bak (smbak55@gmail.com); 'Vincent Amoroso (amorosovm@gmail.com)'
Cc: Ted Kail; Amy Burke (burkeysmom@yahoo.com); 'Steve Ballard'; gnoel@boxborough-ma.gov
Subject: The first RFT Request of the Fiscal Year :-(
Importance: High

Good afternoon,

We went out to bid for the exterior front stairs. Eleven contractors picked up bids. Of those, only four attended the mandatory site visit. Of those four, only two submitted bids, one for \$82,420 and the low bid, which came in at \$54,000. An amount of \$45,000 had been appropriated for the stairs (\$40,000) and the railing (\$5,000). The railing was not part of the project that was bid.

As the numbers show, the low bid exceeded the appropriation by **\$14,000**. We are left with a couple of choices: re-bid the job and hope that bids come in within budget, or seek a reserve fund transfer and award to the low bidder. I communicated with the contractors who attended the site visit, but chose not to bid. One was concerned that he would have difficulty obtaining payment and performance bonds (the former is required by law; the latter is highly recommended). The other was recently awarded another job and would not be able to perform ours within schedule.

The low bidder, Cali Corp. comes highly recommended and last year did the work on the vault and adjoining wall at N. Cemetery. I spoke with the owner on Friday to try and get a better understanding of the factors that drove his pricing. Paul said that there is quite a bit of stonework, which will require 2 stone masons and a laborer. He provided a quick cost breakdown: materials @ \$14k; labor (16 days est to do the job) plus bonds and insurance @ \$40K. Prevailing wages kills us all the time.

I will be requesting a reserve fund transfer on Monday evening. Ted, I hope that the FinCom will be able to schedule a meeting to consider this matter.

Bids (for horizontal construction) have exceeded our requested town meeting appropriation quite often. Last year's Steele Farm barn comes to recent memory. The only way to ensure that we have more accurate numbers when we seek an appropriation from Town Meeting is to formally issue a bid for a job, with an opening date in advance of the date the warrant goes to press. I am open to other thoughts.

If you have questions in advance, please contact me, but do not cc all. Gerry can provide his further input when he returns on Monday from a well-deserved vacation.

Thank you for your consideration of this matter.

Selina

Selina S. Shaw
Town Administrator
29 Middle Road
Boxborough, MA 01719
(978) 264-1700 general
(978) 264-1712 direct
(978) 264-3127 fax

From: Jennifer Barrett <jbarrett@boxborough-ma.gov>
Sent: Tuesday, July 19, 2016 3:32 PM
To: sshaw@boxborough-ma.gov; Ted Kail
Cc: 'Les Fox'
Subject: Agenda Item

In the process of closing the accounts for FY16, there is one account I need the BoS and FinCom to address. This was our first year with the COA Class Revolving account and we had estimated a threshold of \$15,000. We came in close, but over-expended by \$111.88. I need the BoS and FinCom to acknowledge and approve of the amount, for the record, and note that we/they will be keeping a close watch during FY17 to possibly increase the threshold for future.

Ref: Chapter 44, Section 53E ½ Paragraph 4: "In any fiscal year the limit on the amount that may be spent from a revolving fund may be increased with the approval of the city council and mayor in a city, or with the approval of the selectmen and finance committee, if any, in a town; provided, however, that the one percent limit established by clause (4) of the third paragraph is not exceeded.

Please, let me know if you have any further questions.

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

Boxborough: A Rural, Engaged Community for All

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. If you have received this communication in error, please notify me immediately by replying to this message. Thank you.

Please consider the environment before printing this email

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2016 STATE PRIMARY

SS.

To the Constables of the Town of **BOXBOROUGH**

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

WARD 0/PRECINCT 1

BOXBOROUGH TOWN HALL
29 MIDDLE ROAD, BOXBOROUGH, MA 01719

On **THURSDAY, THE EIGHTH DAY OF SEPTEMBER, 2016**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

REPRESENTATIVE IN CONGRESS	THIRD DISTRICT
COUNCILLOR	THIRD DISTRICT
SENATOR IN GENERAL COURT	MIDDLESEX & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT	THIRTY-SEVENTH MIDDLESEX DISTRICT
SHERIFF	MIDDLESEX COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2016.
(month)

City Council or Selectmen of: **BOXBOROUGH**

(Indicate method of service of warrant)

_____, 2016.
Constable (month and day)

Warrant must be posted by **September 1, 2016** (at least *seven days prior* to the **September 8, 2016** State Primary).

9a



**Internal Communications & Outgoing Communications
August 8, 2016**

1. Communications from A-B Regional School District regarding the adoption of an Alternative Posting Method:
 - a. Copy of a notification from A-BRSD Exec. Asst., Beth Petr, dated June 30, 2016, to Office of the Attorney General, Division of Local Government regarding the District's adoption of the Alternative Method of Posting Public Meeting Notices.
 - b. Copy of letter from Bongani Jeranyama, of the Office of the Attorney General, Division of Local Government, dated July 8, 2016 to A-BRSD Exec. Asst., Beth Petr, acknowledging receipt of the A-BRSD Notification of the their adoption of the Alternative Method of Posting.
 - c. Email from A-BRSD Exec. Asst., Beth Petr, dated August 2, 2016, advising that the Office of the Attorney General, Division of Local Government has approved the District's adoption of the Alternative Method of Posting as of July 1, 2016.

2. Email from Comcast's Patrick Moore, dated August 5, 2016 to TA Shaw and others regarding Comcast's Franchise Fee Payment of \$10,245.75; and accompanied by their Quarterly Report as of June 30, 2016.

9b



Minutes, Notices and Updates
August 8, 2016

Minutes

1. Minutes of the Personnel Board for meetings held June 16, 2016 and July 8, 2016.
2. Minutes of the Conservation Commission meeting held July 6, 2016.
3. Minutes of the Zoning Board of Appeals meeting held June 7, 2016.

Notices

1. Notice of a Finance Committee meeting held July 15, 2016
2. Notice of a Library Board of Trustees meeting held July 20, 2016
3. Notice of a Personnel Board meeting held July 26, 2016
4. Notice of a Town Meeting Committee meeting held July 28, 2016
5. Notice of a Historical Commission meeting held July 28, 2016
6. Notice of a A-B Regional School Committee meeting to be held August 8, 2016
7. Notice of a Board of Selectmen's Contract Negotiating Team meeting [Executive Session] to be held August 9, 2016
8. Notice of a Recreation Commission meeting to be held August 9, 2016
9. Notice of a Steele Farm Advisory Committee meeting to be held August 18, 2016
10. Legal Notice and published posting of Invitation for Bids, Town Hall Exterior Front Stairs – Demolition & Resurfacing.
11. Household Hazardous Waste Day Notice – October 29, 2016.

9c



**General Correspondence
August 8, 2016**

1. Letter from Neil Proudman, National Grid VP-Operations and Construction, to Town Administrator Selina Shaw dated July 5, 2016, regarding contract negotiations with United Steelworkers.
2. LELD *Watts & Drops* June 2016 Newsletter.
3. Freedom's Way National Heritage Area's Save the Date [October 22, 2016] for a MOSAIC MEETING: *An Exploration of the Freedom's Way Heritage Area Landscape*. #