



**BOARD OF SELECTMEN**  
**Meeting Agenda**  
**September 19, 2016**  
**Boxborough Town Hall**  
**Grange Meeting Room**

**1. CALL TO ORDER, 6:30 PM**

**2. ANNOUNCEMENTS**

**3. APPOINTMENTS**

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

- a) Members of Finance Committee to discuss the establishment of a Municipal Building Committee, 6:30 PM.
  - i. *Move to adopt the charge of the Municipal Building Committee as written (... or as revised)* **VOTE:**
  - ii. *Move to appoint the following individuals to the Municipal Building Committee for terms effective immediately and ending on June 30, 2017, as follows: Vince Amoroso, Board of Selectmen; Les Fox, Board of Selectmen; Ted Kail, Finance Committee; Gary Kushner, Finance Committee (Alternate); David Follett, Conservation Commission; Abby Reip, Planning Board; John Markiewicz, Planning Board (Alternate); and Frank Powers, Council on Aging.* **VOTE:**  
[NB: to be taken up after Item # 3b]
- b) Gerry Noel, Inspector of Buildings, and Adam Duchesneau, Town Planner, to provide an update on activities, 7:05 PM
- c) Jim D'Agostine, Commonwealth Group Properties, Inc., regarding Moran property located at 94 Chester Road, 7:30 PM
  - i. *Move to enter into a conveyance agreement with Westchester Company, Inc. for the conveyance to the Town, for open space, conservation, and passive recreation purposes, of a 12-acre parcel shown on the Plan entitled: "Plan to Accompany a Notice of Intent for 94 Chester Road and 79 Meadow Lane, Boxborough, Massachusetts," dated August 23, 2015, last rev. 9/15/15, prepared by R. Wilson and Associates* **VOTE:**
  - ii. *Move to provide notice of non-exercise of option pursuant to M.G.L. Ch. 61, Sec. 8 with respect to... [Awaiting Title Information] Tentative* **VOTE:**
- d) Preliminary discussion regarding property located at 23 Summer Road and 164 Massachusetts Avenue [Vorce Property] and town's option(s) pursuant to M.G.L. Ch. 61, Sec. 8, 7:45 PM
- e) Citizens concerns

**4. MINUTES**

- a) Regular session, August 29, 2016
- b) Executive session, August 29, 2016

**ACCEPT & POF**  
**ACCEPT & POF**

**5. SELECTMEN REPORTS**

**6. OLD BUSINESS**

a) Decertification of Cisco Systems, Inc. by the Economic Assistance Coordinating Council  
*Move to terminate the Tax Increment Financing Agreements for Cisco Sites 1 and 2 located at Massachusetts Avenue and Beaver Brook Road, respectively, each dated June 26, 2000, as amended, between the Town and Cisco Systems, Inc. on the grounds that the relevant certified projects have been decertified by the Economic Assistance Coordinating Council on June 22, 2016, as communicated to the Town by letter dated July 1, 2016*

**VOTE:**

b) Special Town Meeting  
*Move to call a special town meeting to be held at the Blanchard Memorial School at 7 PM on Monday, December 12, 2016*

**VOTE:**

c) Establishment of new committees, discussion - tentative  
i. Economic Development Committee  
ii. Water Resources Committee

d) Status of BoS FY 16 Goals - review

**7. NEW BUSINESS**

a) Initial discussion of proposed FY 18 budget process and timeline.

b) Appointment of Temporary Constable – John Fallon (September 20 – December 31, 2016)  
*Further to the request of the Town Clerk, move to appoint John Fallon as a Temporary Constable, for a term effective September 20, 2016 and ending on December 31, 2016*

**VOTE:**

c) Reconciliation of Hager Well operational expenses through June 2016 and debt expenses through FY17 in accordance with the terms of the Intermunicipal Agreement between Acton-Boxborough Regional School District (ABRSD) and Town of Boxborough.  
*Move that the Town of Boxborough accept a net payment of \$23,712.68 from the A-B Regional School District as full satisfaction of cumulative obligations for share of Hager Well operations and debt service from July 1, 2014 through June 30, 2016 and adjustment of debt service through FY 17.*

**VOTE:**

**8. CORRESPONDENCE**

**ACCEPT & POF**

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

**9. PRESS TIME**

**10. CONCERNS OF THE BOARD**

**11. ADJOURN**

**Upcoming Board of Selectmen Meetings**

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

**BLF:** 9/20

3 b

**Building Department Report  
January to September 16, 2016**

From January to date, the Building Department issued a total of 408 permits.

Each discipline has been broken down as follows:

<b>Building</b>	<b>144</b>
<b>Electrical</b>	<b>139</b>
<b>Plumbing</b>	<b>75</b>
<b>Gas</b>	<b>50</b>

The Inspector of Buildings performed a total of **322** inspections to date. Site inspections relative to building questions, zoning enforcement, stop work orders, calls by Fire and Police Department, periodic inspections, etc. are not calculated in this total.

From that total, the Inspector of Buildings performed 121 of these inspections at 1415 Massachusetts Avenue (Paddock Estates at Boxborough). The number of inspections at this project is expected to rise exponentially as they are currently in the process of framing the buildings. The inspections required from frame to finish are as follows:

- Frame inspection which incorporates walls, floors, roofing, strapping, sheathing, nailing schedule, mechanical fasteners, and all other components relative to the frame.
- Fire blocking inspection relative to all wires, piping, heating, and any vertical and horizontal holes or gaps that could potentially become a conduit for smoke and fire.
- Heating and Air Conditioning. Prior to installing insulation to the heating and A/C ducts, all seams and moveable joints must be inspected as they are required to be sealed with latex mastic.
- Heating and Air Conditioning. Once the rough inspection has been approved, insulation is wrapped around all ducts, which requires an inspection.
- Insulation inspection. This inspection is required to meet the 2012 International Energy Conservation Code.
- Wall boarding inspection is required to have screw inspections to safeguard that the contractor installed the proper pattern and amount of screws in accordance to the fastening schedule.
- Finish interior inspection to ensure that all components comply with the Massachusetts State Building Code and ADA.
- Exterior inspection to ensure that all components meet the Massachusetts State Building Code and ADA.
- Final and Certificate of Occupancy inspection relative to life safety, which is conducted with the Fire Department.

These Code items relative to life safety are part of the requirements that must and shall be met in order to approve a Certificate of Occupancy.

The Inspector of Buildings, along with performing inspection and zoning enforcement tasks for the Town of Boxborough, is also the Facilities Manager for all Town buildings. Since January of 2016 this has included the following:

- Replacement of the chairlift at Town Hall.
- Replacement of the water closet and vanity for the Museum.
- Replacing two A/C units and one heating unit at Town Hall for the east wing. Installation of two new heating vents and one return vent for the east wing to properly balance the distribution of heating and air conditioning.
- Rebuilding of the front stairs at Town Hall.
- Renovations of the Grange Hall meeting room.
- Working with Police and Fire Departments on building issues.
- Repointing of chimney at Town Hall.
- Overseeing the project to help preserve the Steele Farm House.
- Working with the Energy Committee relative to all Town buildings.

Additionally, with the loss of a Building Department Assistant we have hired Julie Pratt, for which I must add is an asset to this department. I currently have her working towards rearranging the department records in order to accommodate the influx of new building records.

We had been working towards compliance with the State of Massachusetts Board of Building Regulators to have all applications mirror their requirements. Since assuming this position, I have complied with all requirements relative to permitting applications which are as follow:

- Alarm and sprinkler permits for new and existing commercial buildings.
- Commercial application for new and existing buildings.
- Residential application for new homes and alterations.
- Compliance application relative to workmen's compensation and Home Improvement Contractor Registration.

With this amount of work that has been entrusted to this department I am requesting the Board of Selectmen authorize a temporary part-time Building Inspector for roughly 8-10 hours a week to assist this department relative to inspections at 1415 Massachusetts Avenue (Paddock Estates at Boxborough).

CONVEYANCE AGREEMENT

This Conveyance Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Commonwealth Properties Group, Inc.** (“Grantor”, or “CPG”), a Massachusetts for profit corporation having an address of 132 Great Road, Acton, MA 01720, and the **Town of Boxborough**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of Boxborough Town Hall, 29 Middle Road, Boxborough, Massachusetts 01719, (“Grantee” or “Town”).

Recitals

WHEREAS, Patrick T. Moran and Harriet M. Moran, having an address of 6455 Velasko Ave., Dallas, TX 75214 (the “Morans”), are the record owners of that property located at 94 Chester Road in the Town of Boxborough, Middlesex County, Massachusetts depicted as Parcel 10 on Town of Boxborough Tax Map 19, and shown on the plan entitled: “Plan to Accompany a Notice of Intent for 94 Chester Road and 79 Meadow Lane, Boxborough, Massachusetts,” dated August 23, 2015, last rev. 9/15/15, prepared by R. Wilson and Associates (the “Plan”), a copy of which is attached hereto as Exhibit A (the “Property”);

WHEREAS, the Property is classified for property tax purposes by the Town of Boxborough as forest land, pursuant to G.L. c. 61, and is subject to a lien imposed in accordance with such classification filed with the aforesaid Registry District of the Land Court as Document No. 663889;

WHEREAS, the Morans entered into a purchase and sale agreement (“P&S”) dated December 2015, and revised March 4, 2016, a copy of which is attached hereto as Exhibit B, to sell the Property to CPG for the price of \$150,000;

WHEREAS, the Morans forwarded a copy of the P&S to the Town, together with an undated Notice of Intent received by the Town on May 31, 2016 (“Notice”), a copy of which Notice is attached hereto as Exhibit C, indicating that the Property was to be sold for residential purposes;

WHEREAS, pursuant to G.L. c.61, §8, upon receipt of the Notice and P&S, and provided that the P&S constitutes a bona fide offer as that term is defined in the statute, the Town has a first refusal option to purchase the Property upon the terms set forth in the P&S;

WHEREAS, the Morans, on behalf of themselves and CPG, have requested the Town to decline to exercise its right to purchase the Property under G.L. c.61, §8, and have offered to donate to the Town a portion of the Property depicted on the Plan as “Parcel 54” (hereinafter, the “Premises”);

WHEREAS, the Town is interested in acquiring the Premises for open space, conservation, and passive recreational use;

WHEREAS, as set forth in a special permit issued by the Boxborough Zoning Board of Appeals to CPG as Decision No. 2015-02, dated September 15, 2015 (the “Special Permit” a

copy of which is attached hereto as Exhibit D), which Special Permit allows for the development of the Property (together with Parcel 37 on Town of Boxborough Tax Map 19) as a Reduced Frontage Lot for one single-family residence in accordance with Section 5003 of the Boxborough Zoning Bylaw, CPG agreed and is required under the conditions of said Special Permit to donate at least 12 acres of the Property to the Town for conservation purposes;

WHEREAS, in return for the Town's written release of its right to purchase the Property pursuant to G.L. c.61, §8, to the extent such right has arisen pursuant to the Notice, and to satisfy the conditions of the Special Permit, CPG is willing to convey the Premises to the Town for open space, conservation, and passive recreational purposes;

Now, therefore, for the consideration stated, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### Agreement

Upon Grantor's acquisition of the Property and the Town's delivery to Grantor of the Town's written release of its right to purchase the Property pursuant to G.L. c.61, §8, and in consideration thereof, Grantor agrees to convey the Premises to the Town in accordance with the terms set forth herein.

#### 1. TITLE AND DEED

Said Premises are to be conveyed by a good and sufficient deed, with Quitclaim Covenants, running to the Grantee, and said deed shall convey a good and clear record and marketable title thereto, free and clear of all liens, easements, leases and encumbrances of any kind, except:

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current 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 this agreement; and
- (d) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the Premises for conservation purposes.

It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this agreement unless (i) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises; and (ii) title to the Premises is insurable for the benefit of the Grantee by a title insurance company licensed to do business in the Commonwealth of Massachusetts at normal premium rates on a standard American Land Title Association Form B, subject only to those printed exceptions to title normally included in the "jacket" to such form and the encumbrances listed above. Any title or practice matter which is subject of a title or practice standard of the Real Estate Bar Association for Massachusetts shall be governed by said title or practice standard to the extent applicable, unless otherwise specifically stated in this agreement.

If the title to said Premises is registered, said deed shall be in a form sufficient to entitle Grantee to a Certificate of Title of said Premises, and Grantor shall deliver with said deed all instruments, if any, necessary to enable Grantee to obtain such Certificate of Title.

2. PLANS AND DEED

If said deed refers to a plan necessary to be filed therewith the Grantor shall deliver such plan with the deed in form adequate for filing. The Grantor shall prepare the deed for execution, and the grantee of the deed shall be the Town of Boxborough, acting by and through its Conservation Commission.

3. TIME FOR PERFORMANCE, DELIVERY OF THE DEED

Such Deed and such plan and other instruments as may be necessary shall be delivered to Grantee for recording at such time as Grantor acquires the Property and Grantee delivers to Grantor a written release of the Town's right to purchase the Property pursuant to G.L. c.61, §8, at the Southern Middlesex Registry of Deeds, or at such other time or other place as the parties may agree, but in no event subsequent to Grantor's conveyance of the Property or any portion thereof, or application for a building or other permit to develop the Property. It is agreed that time is of the essence to this Agreement.

4. POSSESSION AND CONDITION OF PREMISES

Full possession of the Premises free of all tenants and occupants shall be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 1 hereof. Grantee shall be entitled to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

5. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.

If Grantor 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 the delivery of the deed the Premises do not conform with the provisions hereof, then Grantee may, at its discretion, agree to extend the time for performance hereunder, provided, however, that such extension shall be expressly conditional upon Grantor's agreement, as evidenced by its execution of this Agreement, to waive any defense to enforcement of this Agreement based upon Grantee's failure to exercise its first refusal option in the time required under G.L. c.61, §8.

6. ACCEPTANCE OF DEED.

The acceptance of a deed by Grantee 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.

7. TAXES

Unpaid real estate taxes shall be adjusted as of the date title passes in accordance with G.L. c.59, §72A, and Grantor shall pay all taxes due as of the date of closing. Any taxes paid by the Grantor prior to the closing in excess of the amount due shall not be refunded. 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.

8. WARRANTIES AND REPRESENTATIONS

Grantor acknowledges that in entering into this agreement it has not relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing. Grantor further represents and warrants to Grantee, effective as of the date of closing, that the title to the Premises Grantor conveys to Grantee pursuant to this Agreement shall satisfy the requirements for such title set forth in Section 1, herein, and that Grantor will defend the same against all claims of all persons. Grantor will not cause nor, to the best of Grantor's ability, permit any action to be taken which would cause any of Grantor's representations or warranties to be false as of closing, and in any event shall notify Grantee of any change in these representations and warranties. Grantor's representations and warranties shall survive the closing and the delivery of the deed.

9. ASSIGNMENT

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Grantor shall not assign its rights under the P&S or this Agreement without the Town's express written consent, such consent not be unreasonably withheld, and the delivery to the Town of a fully-executed assignment and assumption agreement in form and substance reasonably satisfactory to the Town whereby such assignee shall agree to be independently bound by all applicable provisions of this Agreement.

10. GRANTOR'S DEFAULT.

If Grantor 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 Grantor specifying such default, Grantee shall have all rights and remedies to which Grantee 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 Grantee's right to exercise any other rights or remedy. Grantor's default shall further constitute Grantor's express waiver of any defense to enforcement of this Agreement based upon Grantee's failure to exercise its first refusal option in the time required under G.L. c.61, §8.

11. GRANTEE'S DEFAULT.

If all of the conditions to Grantor's obligation to convey the Premises to Grantee have been satisfied or waived in writing by Grantee and if Grantee should fail to consummate this transaction for any reason other than Grantor's default, Grantor's sole remedy in such event shall be to

Executed under seal by the parties hereto as of the date of this Agreement.

GRANTOR:

GRANTEE:

COMMONWEALTH PROPERTIES  
GROUP, INC.

TOWN OF BOXBOROUGH  
BOARD OF SELECTMEN

By: \_\_\_\_\_

\_\_\_\_\_

Title: President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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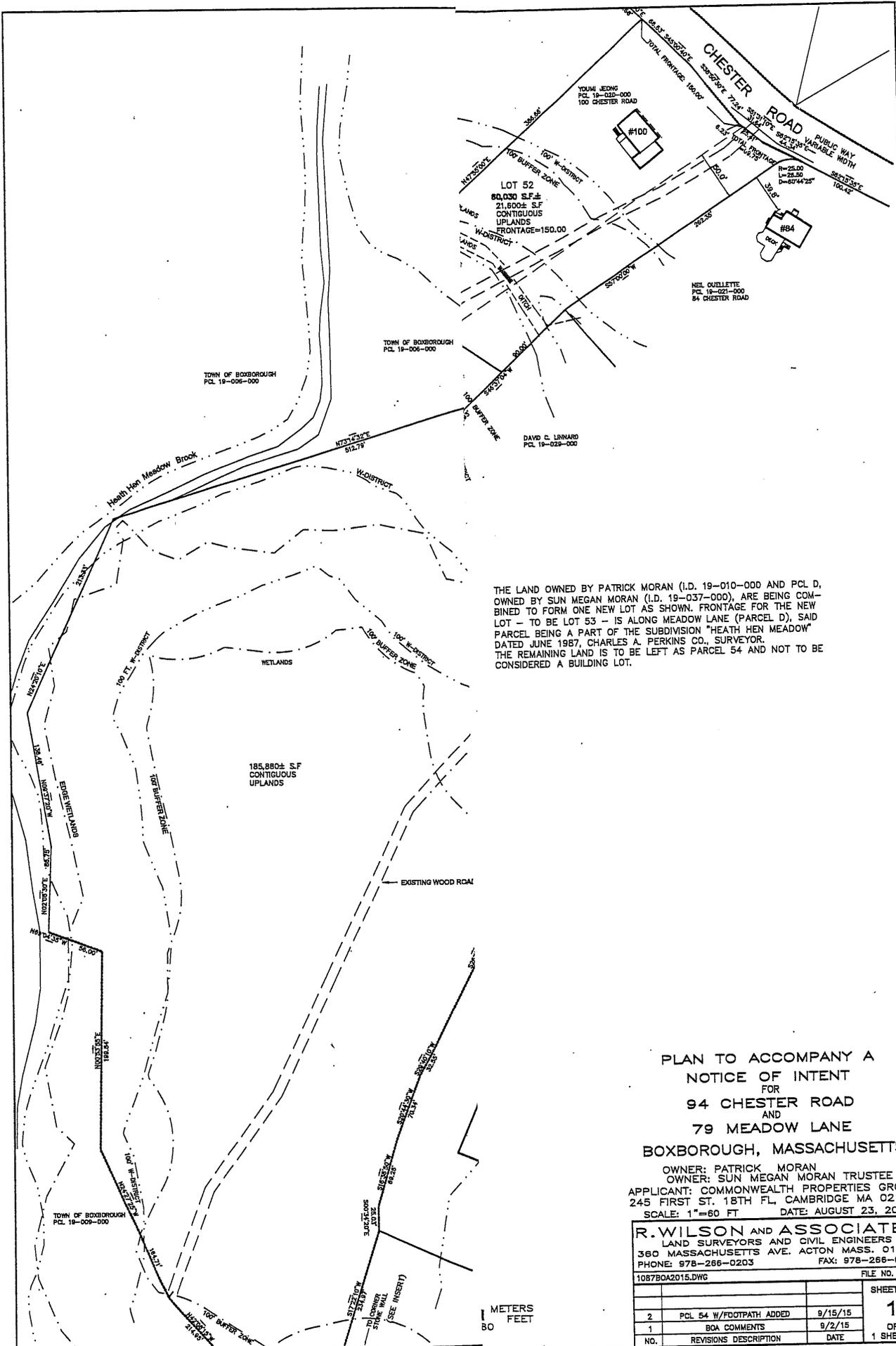
terminate this Agreement, Grantor waiving all other rights or remedies in the event of such default by Grantee.

## 12. 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 successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Grantor and the Grantee.

[signatures on following page]

Exhibit A



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

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

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

**R. WILSON AND ASSOCIATES**  
LAND SURVEYORS AND CIVIL ENGINEERS  
360 MASSACHUSETTS AVE. ACTON MASS. 01720  
PHONE: 978-266-0203 FAX: 978-266-0202

1087BOA2015.DWG		FILE NO. 1087	
			SHEET NO.
			1
			OF
			1 SHEETS
NO.	REVISIONS DESCRIPTION	DATE	
2	PCL 54 W/FOOTPATH ADDED	9/15/15	
1	BOA COMMENTS	9/2/15	

80 METERS FEET



Exhibit B

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



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

1. Parties:

Patrick T. and Harriet Moran 6455 Velasco Ave Dallas Texas 76214 the "SELLER," agrees to sell and Commonwealth Properties Group po 732 Acton Ma 01720, the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

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

DECL ID NO. 19-10-000 MAP # PARCEL 10, as more specifically described in a deed recorded in the S M Land Registry of Deeds at Book 961, Page 32, [Certificate No. 166182], a copy of which is/is not (choose one) attached.

3. **Purchase Price:** The purchase price for the Premises is one hundred and fifty thousand dollars of which \$ \_\_\_\_\_ were paid as a deposit with Contract To Purchase; and \$ 2,000.00 are paid with this Agreement; and \$ 148,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire. \$ 150,000.00\* Total

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

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

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

PTM HM  
SELLER'S Initials SELLER'S Initials



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

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

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

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

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

Buyer

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

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

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

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

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

PTM  
\_\_\_\_\_  
SELLER'S Initials

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

Commonwealth Properties Group po 73 \_\_\_\_\_ Patrick T Moran MAR 4, 2016  
BUYER by \_\_\_\_\_ Date SELLER \_\_\_\_\_ Date  
Harriet Moran \_\_\_\_\_ March 4, 2016  
BUYER \_\_\_\_\_ Date SELLER, or spouse \_\_\_\_\_ Date

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

\_\_\_\_\_  
Date



Addendum A

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

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

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

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

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

In the case of Sellers to:

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

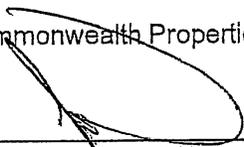
In the case of Buyers to:

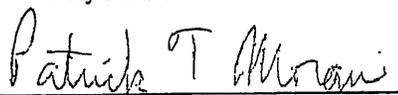
Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

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

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

Commonwealth Properties Group, Buyer

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

  
Patrick T. Moran, Seller

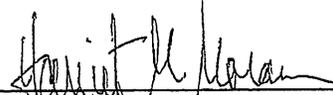
  
Harriet M. Moran, Seller

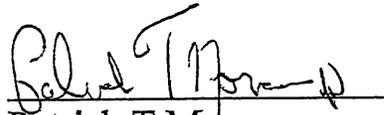
Exhibit C

Notice of Intent

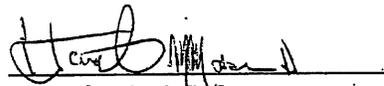
To: Town of Boxboro Selectmen

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

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

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

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


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

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



## Exhibit D

Town of Boxborough



### BOARD OF APPEALS

Decision No. 2015-02

Dated: September 15, 2015

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

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

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

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

**The following were rendered as exhibits:**

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

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

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

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

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

## FINDINGS OF FACT

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

## COMPLIANCE WITH SECTION 5003 REDUCED FRONTAGE LOTS

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

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

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

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

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

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

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

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

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

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

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

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

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

**COMPLIANCE WITH SECTION 7000 AQUIFER PROTECTION DISTRICT**

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

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

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

**COMPLIANCE WITH SECTION 7300 FLOOD PLAIN DISTRICT**

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

**COMPLIANCE WITH SECTION 9204 DECISION**

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

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

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

2. Traffic flow and safety.

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

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

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

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

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

5. Impacts on the natural environment.

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

6. Impacts on health.

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

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

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

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

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

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

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

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

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

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

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

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

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

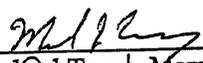
This Special Permit shall not be valid until recorded with the Middlesex South District Registry of Deeds and evidence of such recording provided to the Inspector of Buildings.

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

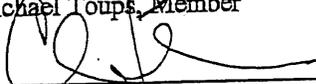
Appeals, if any, shall be made pursuant to Section 17 of the Massachusetts General Laws, Chapter 40A and shall be filed within twenty (20) days after the date of filing of the above referenced decision with the Town Clerk.

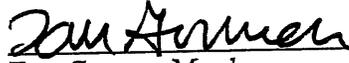
Witness our hands this 15<sup>th</sup> day of September, 2015:

**BOXBOROUGH BOARD OF APPEALS:**

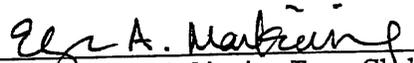
  
\_\_\_\_\_  
Michael Toups, Member

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

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

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

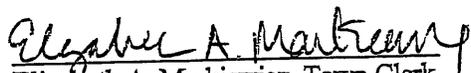
I, Elizabeth A. Markiewicz, hereby do certify that this is a true copy of the above Board of Appeals Decision # 2015 - 02.

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

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

**TO WHOM IT MAY CONCERN:**

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

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

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



3 d

**KATHLEEN A. VORCE**

Attorney At Law

Telephone: (978) 264-0554 - Fax 263-0554

Mail: P.O. Box 554, West Acton, MA 01720

August 4, 2016  
DELIVERED IN HAND

Board of Selectmen  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

received  
8/4/16 3:30pm JBS

Re: Assessor Parcels 15-098-000 and 15-099-000

Dear Selectpersons,

The captioned Parcels are presently owned by the Estate of Raymond M. Vorce, Jr. (hereinafter sometimes "the Applicant").

1. This submission is made pursuant to MGL 61, §8/9 and is to advise the Town of the Applicant's intent to sell Lot 1A containing 3.604 acres as shown on a plan attached hereto as Exhibit A and incorporated herein by reference ("the Plan"). Since it is being conveyed separate and apart from abutting land lying to the East of Summer Road, it is thereby disqualified from classification because it will no longer meet the minimum acreage (5 acres) requirement for classification. Because the ANR is anticipated to be recorded at closing, there is currently no Assessor Parcel designation for Lot 1A as drawn.
2. The intended use of this parcel is principally for residential use as the primary structure on the premises was historically used by the deceased.
3. The Lots are located southwest of the junction of Summer Road and Massachusetts Avenue. Their addresses according to the F/Y 2016 Assessor records are 23 Summer Road and 164 Massachusetts Avenue. The Town Assessor's Map shows the lots as all of Parcel 15-099-000 and a portion of Parcel 15-098-000, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference. They have been classified under MGL Ch 61A for decades and effective July 1, 2016 became classified under GL Ch 61B. The Estate has obtained from the Planning Board ANR approval to reconfigure the two (2) parcels according to the Plan.
4. The Estate is administered by three (3) Executors for the benefit of the ten (10) children of the late Raymond M. Vorce, Jr. (the Executors being three (3) of that number). For the most comprehensive purposes of this notice the "landowner" name and addresses are shown on a Probate Petition attached hereto as Exhibit C, and included herein by reference. (Counsel for the Buyer requested all 10 signatories on the P&S Agreement.) For phone contact purposes the numbers are as follows: Raymond (603-531-3116), Joanne (603-969-0922) and George (432-352-6735).

5. The sale is intended to be according to the terms as set forth in a certain Purchase and Sale Agreement dated August 4, 2016 attached hereto as Exhibit D, and incorporated herein by reference ("the P&S"), and is understood to trigger a ROFR. The Applicant believes the P&S to be a bona fide offer because it proposes a closing based on the property being delivered "as is", notwithstanding permission is granted for the Buyer to submit applications to the Town to seek certain approvals. The approvals are not contingencies of the P&S closing.
6. The residence that was previously excluded from classification according to the statute is to be the principal use of the property according to the P&S and is included entirely in Lot 1A.
7. The attorney for the Estate is Kathleen A. Vorce, P.O. Box 554, West Acton, MA 01720; telephone 978-264-0554.

Included for your action are a form of "Notice of Non-Exercise of Option Pursuant to M.G.L. Ch. 61B, Sec. 9" and State Tax Form CL-9 "Release of Classified Forest-Agriculture or Horticultural-Recreational Land Tax Lien." Should the Board or any other Board or Commission require additional information, please contact the undersigned immediately. The Buyers are very interested in moving ahead on renovations and it is our hope and request that the Board(s) move this along as expeditiously as possible.

I request that the date of the hearing not be scheduled August 31, 2016.

Very truly yours,



KATHLEEN A. VORCE

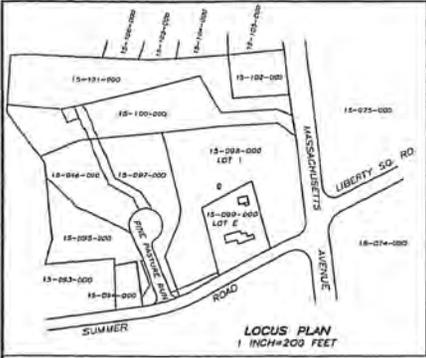
cc with Exhibits:

Planning Board by delivery in hand

Town Assessor by delivery in hand

Conservation Commission by delivery in hand

John Robbins, State Forester RETURN RECEIPT #7015 0640 0004 3788 3583



**LOT X:**  
 TOTAL BUILDING COVERAGE = 3598 S.F.  
 TOTAL PAVEMENT COVERAGE = 10,408 S.F.  
 STONE BRIDGE = 40 S.F.  
 TOTAL IMPERVIOUS COVERAGE = 14,048 S.F.  
 LOT AREA REQUIRED FOR LOT X: = 14,048 S.F. x 2 = 70,240 S.F.  
 LOT AREA PROVIDED 70,749 S.F. ± 1.824 ACRES ±

**LOT 1A:**  
 TOTAL BUILDING COVERAGE = 4,255 S.F.  
 TOTAL PAVEMENT COVERAGE = 4,175 S.F.  
 DRAINAGE STRUCTURES COVERAGE = 180 S.F.  
 TOTAL IMPERVIOUS COVERAGE = 8,590 S.F.  
 LOT AREA REQUIRED FOR LOT 1A: = 8,590 S.F. x 2 = 42,950 S.F.  
 OR 0.986 ACRES ±  
 LOT AREA PROVIDED 3,604 ACRES ±

NOTE:  
 LOT X AND LOT 1A ARE TO BE CREATED FROM THE COMBINED AREA OF LOT E AND LOT I.

BOXBOROUGH PLANNING BOARD  
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.  
 DATE: \_\_\_\_\_

---

\* ENCLOSURE HEREON DOES NOT CONSTITUTE APPROVAL OF THIS PLAN FOR ZONING PURPOSES, AND DOES NOT RELIEVE THE APPLICANT FROM THE OBLIGATION TO OBTAIN SUCH BUILDING AND ZONING PERMITS OR VARIANCES AS MAY BE REQUIRED BY MASSACHUSETTS GENERAL LAWS OR THE TOWN OF BOXBOROUGH REGULATIONS.

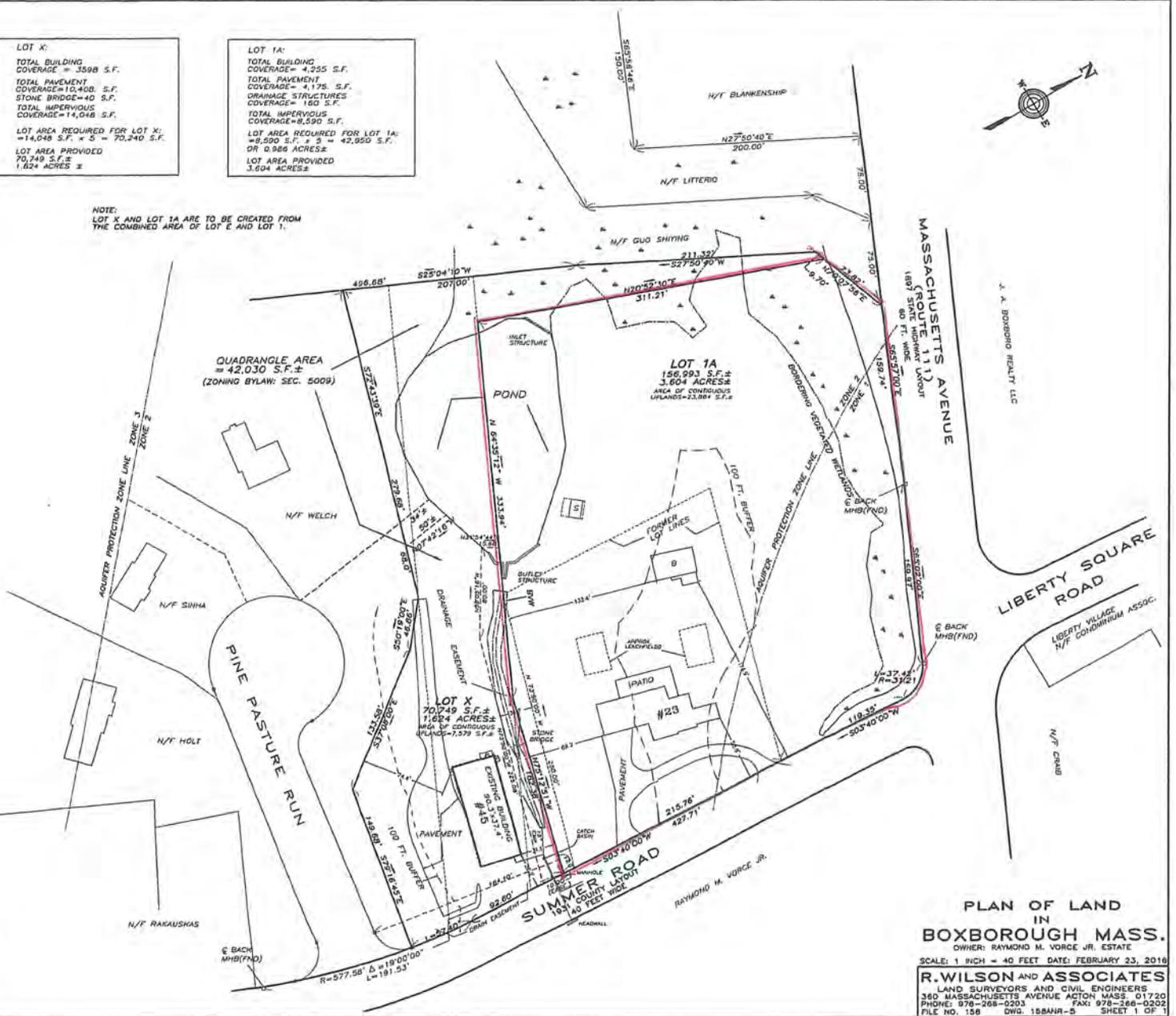
ZONING DISTRICT: AGRICULTURAL-RESIDENTIAL  
 ASSESSOR'S REFERENCE: P.L. 15-098-000 AND P.L. 15-099-000

DEED REFERENCE: BOOK 28044 PAGE 333  
 PLAN REFERENCES: PLAN NO. 124 OF 1926, PREPARED BY R. WILSON AND ASSOCIATES DATED DECEMBER 20, 1995 AND REVISED FEBRUARY 1, 1999  
 PLAN NO. 1442 OF 1982, PREPARED BY E.M. BROOKS CO., C.E., DATED SEPTEMBER 20, 1982.



I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

RUSSELL D. WILSON, P.L.S. 34628



PLAN OF LAND  
 IN  
 BOXBOROUGH MASS.

OWNER: RAYMOND M. VORCE JR. ESTATE  
 SCALE: 1 INCH = 40 FEET DATE: FEBRUARY 23, 2018  
**R. WILSON AND ASSOCIATES**  
 LAND SURVEYORS AND CIVIL ENGINEERS  
 360 MASSACHUSETTS AVENUE ACTON MASS. 01720  
 PHONE: 978-268-0203 FAX: 978-268-0202  
 FILE NO. 158 DWG. 188BH-B SHEET 1 OF 1

EXHIBIT A

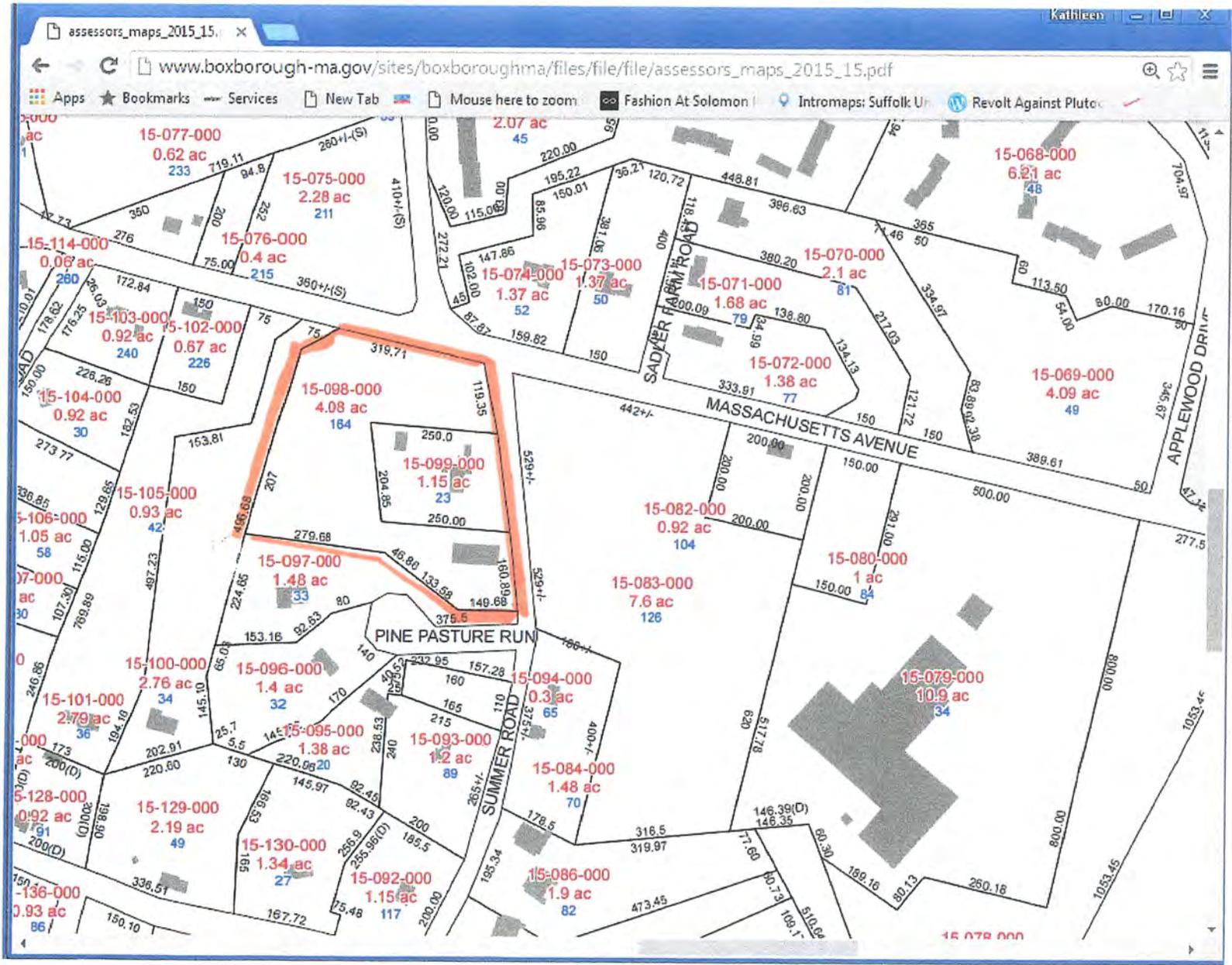


EXHIBIT B

**Commonwealth of Massachusetts  
The Trial Court**

**Plymouth Division**

**Probate and Family Court Department**

Docket No. \_\_\_\_\_

**Probate of Will ~~with~~ Without Sureties**

Name of Decedent RAYMOND M. VORCE, JR.

Domicile at Death 23 Summer Road, Boxborough, Middlesex County, MA 01719  
(street and no.) (city or town)

Date of Death January 5, 2011  
(county) (zip)

Name and address of Petitioner(s) George R Vorce, 493 McCall Dr Benicia CA 94510 Raymond M. Vorce III 99 Beach Hill Rd New Castle NH 03854 Joanne V Moore 142 Grove Rd. Rye NH 03870 Status nominated co-executors

**Heirs at law or next of kin of deceased including surviving spouse:**

Name	Residence (minors and incompetents must be so designated)	Relationship
Kathleen A Vorce	555 Liberty Sq Rd, Boxborough, MA 01719	daughter
Raymond M Vorce III	99 Beach Hill Rd, New Castle, NH 03854	son
Mary Ellen Vorce	211 Brackett Rd, Rye, NH 03870	daughter
Joanne V Moore	142 Grove Rd, Rye, NH 03870	daughter <i>see change page 2</i>
George R. Vorce	493 McCall Dr, Benicia, CA 94510	son
Michael J Vorce	23 Summer Rd, Boxborough, MA 01719	son - <i>see change page 2</i>
Daniel G Vorce	306 River Rd, Eliot, ME 03903	son - see continuation page

That said deceased left a will and codicil(s) herewith presented, wherein your petitioner(s) is/are named execut ors and wherein the testat or had requested that your petitioner(s) be exempt from giving surety on his/her/their bond(s).

The petitioner(s) hereby certif y that a copy of this document, along with a copy of the decedent's death certificate has been sent by certified mail to the **Division of Medical Assistance, P.O. Box 15205, Worcester, Massachusetts 01615-9906.**

Wherefore your petitioner(s) pray(s) that said will and codicil(s) may be proved and allowed, and that he/she/they be appointed execut ors thereof, ~~with~~ without surety on his/her/their bond(s) and certif y under the penalties of perjury that the statements herein contained are true to the best of his/her/their knowledge and belief.

Date January 10, 2011 Signature(s) *George R Vorce*  
*Raymond M Vorce III*  
*Joanne V Moore*

The undersigned hereby assent to the foregoing petition and to the allowance of the will without testimony.

*Kathleen A Vorce* *Michael J Vorce*  
*Raymond M Vorce III* *George R Vorce*  
*Mary Ellen Vorce* *Joanne V Moore*  
*Joanne V Moore* *Raymond M Vorce III*  
*George R Vorce* *Michael J Vorce*

**DECREE**

All persons interested having been notified in accordance with the law or having assented and no objections being made thereto, it is decreed that said instrument(s) be approved and allowed as the last will and testament of said deceased, and that said petitioner(s): \_\_\_\_\_

of \_\_\_\_\_ of \_\_\_\_\_ be appointed execut \_\_\_\_\_ thereof, first giving bond with \_\_\_\_\_ sureties for the due performance of said trust.

Date \_\_\_\_\_ Justice of the Probate and Family Court

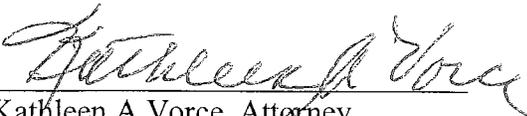
Continuation Page to  
PROBATE OF WILL WITHOUT SURETIES - Permanent Appointment

Name	Residence	Relationship
James P. Vorce	943 E. Santa Ana Blvd, Santa Ana, CA 92701	son
Virginia V. Adriance	Box 1074, Carefree, AZ 85377-1074	daughter
Grace V. Juma	<del>6537 W. 87<sup>th</sup> St, Los Angeles, CA 90045</del> now: 8654 Falmouth Ave #4, Playa Delray, CA 90293	daughter
Michael J. Vorce	now: P.O. Box 703, Bridgton, ME 04009	
Joanne V. Moore	now: P.O. Box 1725, Dover NH 03821	

CERTIFICATION

We hereby certify that the attached Purchase and Sale Agreement is a true and complete copy of a Purchase and Sale Agreement dated August 4, 2016, by and between The Estate of Raymond Vorce, and the beneficiaries of the Estate of Raymond M. Vorce, Jr., as Sellers, and John Sonner, Kenneth Sonner and Karen Sonner, as Buyers, for the Premises known as 45 Summer Road, Boxborough, Middlesex County, Massachusetts.

Executed this fourth day of August, 2016.

  
\_\_\_\_\_  
Kathleen A. Vorce, Attorney  
For the Sellers

D'Agostine, Levine, Parra & Netburn, P.C.  
Attorneys for the Buyers

By:   
\_\_\_\_\_  
Cathy S. Netburn

EXHIBIT D (10/21)

STANDARD FORM  
PURCHASE AND SALES AGREEMENT

From the office of:  
D'Agostine, Levine, Parra & Netburn, P.C.  
268 Main Street; P.O. Box 2223  
Acton, MA 01720  
Phone: (978) 263-7777  
Fax: (978) 264-4868

This <sup>4<sup>th</sup></sup> day of August, 2016

1. PARTIES  
AND MAILING  
ADDRESSES

(fill in)

Kathleen A Vorce, Raymond M Vorce III, Mary Ellen Vorce, Joanne V Moore, George R. Vorce, Michael J Vorce and Daniel G. Vorce, James P. Vorce, Virginia V. Adriance and Grace V. Juma, all individually as beneficiaries and heirs of the Estate of Raymond M. Vorce, Jr. and Raymond M. Vorce, III, George R. Vorce and Joanne V. Moore, as Personal Representatives of the Estate of Raymond M. Vorce, Jr.

hereinafter called the SELLER, agrees to SELL and

John Sonner, Karen Sonner and Kenneth Sonner, or their nominee of

hereinafter call the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth the following described Premises:

2. DESCRIPTION

The land, together with the building(s) thereon, known as and numbered as 23 Summer Road, Boxborough, Middlesex County, Massachusetts, containing 3.6 acres of land and more particularly described on the plan attached hereto as Exhibit A which plan is to be recorded with the Middlesex South District Registry of Deeds and being a portion of the Premises described in deed recorded with the Middlesex South District Registry of Deeds in Book 26044, Page 323, and in Book 8226, Page 354. The aforesaid land and buildings thereon are hereinafter referred to as the "Premises".

3. BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES

(fill in or delete)

Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, but not limited to, all wall-to-wall carpeting, stair carpeting, central vacuum system and attachments, drapery rods, automatic garage door openers, venefian blinds, window shades, drapes and window treatments, shelving, cabinetry and built in desks, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, cooktops, downdraft vent/fan, refrigerators and wine coolers, wine racks, instant hot water and filtered cold water, ceiling fans, stereo speakers, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, towel racks, garbage disposers, trash compactors, electric and other lighting fixtures, chandeliers, burglar and fire alarm systems, mantels, outside television antennas, fences, gates, trees, shrubs, plants, sprinklers, pavers, and other landscaping, and dishwashers. Not including the John Deere tractor and tractor attachments.

4. TITLE DEED  
(fill in)

\* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

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 (7) 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 liens and encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current 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 Closing Date, as hereinafter defined;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or interfere with the reasonable use and renovation of said Premises, as a Single Family residence;
- (e) Pond Water Easement/Restriction in the form attached hereto as Exhibit B.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle the Buyer to a Certificate of Title of said Premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title. As applicable, use of the term "recording" in this agreement shall mean registration in the case of registered land.

7. PURCHASE PRICE

(fill in); space is allowed to write out these amounts if desired

The agreed purchase price for said Premises is **Four Hundred Fifty Thousand (\$450,000.00)** dollars, of which:

**\$22,500.00** have been paid as a deposit this day; and

**\$1,000.00** has been paid with Offer to Purchase

**\$426,500.00** are to be paid at the time of delivery of the deed, in cash, or by certified, cashier's, treasurer's or bank check(s) or by wire transfer,

**\$450,000.00** TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered at **12:00 o'clock NOON**, on the **19th** day of **August**, **2016** at the Middlesex South District Registry of Deeds or at the office of the Buyers' lender's attorney who shall be identified to Seller in writing at least 14 days before Closing, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Unless the deed and other documents required by this agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land), which shall occur within twenty four hours of closing. **Notwithstanding the foregoing, the time for performance ("Closing Date") shall be no earlier than fifteen (15) days after Buyer obtains a mortgage commitment pursuant to the provisions of Section 26 of this Agreement, unless Buyer's lender is able to perform sooner.**

9. POSSESSION AND CONDITION OF PREMISE.

(attach a list of exceptions, if any)

Full possession of said Premises free of all tenants and occupants, except as herein provided, 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 now are, reasonable use and wear thereof excepted, and (b) not in violation of said building, health meaning Title V and zoning laws, and (c) in compliance with provisions of Section 4 hereof and Paragraph P. of RIDER A to this Purchase and Sale Agreement, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. 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.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM  
*Change period of time, if desired).*

~~If the Seller shall be unable to give title or make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then 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, unless the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the 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 Closing Date hereof shall be extended for a period of thirty (30) days except that if the Buyer's financing commitment expires or the terms thereof will materially and adversely change in fewer than thirty (30) days, the Closing Date set forth in Section 8 shall be extended to one (1) business day before expiration of, or change in the terms of, Buyer's financing commitment. Seller shall not be required to spend more than \$2500 to cure any defects in title, exclusive of mortgages and liens.~~

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the time for performance or, if there has been an extension, at the expiration of the time for performance as extended, the Seller despite reasonable efforts shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then at the Buyer's election, any funds deposited or paid by the Buyer to the Seller under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without further recourse to the parties hereto.

12. 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 their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title and deliver possession, except that in the event of such conveyance in accordance with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the Premises to their former condition, either

- (a) pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

13. ACCEPTANCE 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 or survive the delivery and recording of the deed.

14. USE OF 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.

15. INSURANCE  
*\*Insert amount (list additional types of insurance and amounts as agreed)*

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

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	\$As Presently Insured
(b)	

Until delivery and recording of the deed, all risk of loss to remain with SELLER.

16. ADJUSTMENTS  
*(list operating expenses, if any, or attach schedule)*
- Real estate taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed. The Buyers do not want the fuel oil in the tank and will not pay for same. Seller is free to remove the fuel oil if they wish prior to Closing.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of said real estate taxes is not known at the time of the delivery of the deed, the taxes shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable costs of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. Given that a portion of the Premises (not containing the home), which have been subdivided from a larger parcel, have not been separately assessed for real estate tax purposes, the tax adjustment for that portion of the parcel that has not been separately assessed will be based on the assessed land value.
18. BROKER'S FEE  
*(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))*
- A Broker's fee for professional services of **Five Percent of the purchase price** is due from the SELLER to **Coldwell Banker Residential Brokerage and LAER Realty Partners**
- but only if as and when papers have passed, the deed is recorded and proceeds received by SELLER, but not otherwise. Brokers understand and agree that the broker's fee/commission is based on the purchase price minus any concessions made by the Sellers.
19. BROKER(S) WARRANTY  
*(fill in name)*
- The Broker(s) named herein, Nancy O'Brien of Coldwell Banker Residential Brokerage and Daphne Barbas of LAER Realty Partners warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT  
*(fill in name)*
- All funds deposited or paid hereunder shall be held in escrow by Coldwell Banker Residential Brokerage as escrow agent 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 all funds deposited or paid under this agreement pending written instructions mutually given by the Seller and the Buyer or a court of competent jurisdiction. Deposits shall be held in a non- interest bearing account and interest shall follow the deposit.
21. BUYER'S DEFAULT DAMAGES
- If the Buyer shall fail to fulfill the Buyer's agreements herein, and Seller is not in default of this Agreement, the deposits in the total amount of \$23,500.00 made hereunder by the Buyer shall be retained by the Seller as liquidated damages, ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing~~ and this shall be Seller's sole and exclusive remedy, both at law and in equity or otherwise. The Buyer and Seller agree that in the event of default by the buyer the amount of damages suffered by the Seller will not be easy to ascertain with certainty and, therefore, Buyer and Seller agree that the amount of the Buyer's deposits represents a reasonable estimate of the damages likely to be suffered.
22. RELEASE BY HUSBAND OR WIFE
- The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory, common law and other rights and interests in said Premises. The Sellers agree to include a provision in the deed releasing any and all homestead rights.
23. 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.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller nor Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. **WARRANTIES AND REPRESENTATIONS**  
*(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made*
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): See Rider A.
26. **MORTGAGE CONTINGENCY CLAUSE**  
*(omit if not provided for in Offer to Purchase)*
- In order to help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of **\$314,000.00** at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before **August 17, 2016 (the "Mortgage Commitment Date")**, the BUYER may terminate this agreement by written notice to the SELLER, or to the Seller's attorney by 5:00 PM on August 17, 2016, whereupon all funds deposited or paid by the Buyer under this agreement shall be forthwith refunded to the Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits at least one mortgage loan application conforming to the foregoing provisions by or before three business days after Buyer receives a fully executed copy of this Purchase and Sale Agreement. Notwithstanding anything to the contrary contained herein, Buyer shall have no obligation to apply for a mortgage until this Purchase and Sale Agreement has been signed by all of the beneficiaries of the Estate/heirs of Raymond M. Vorce, Jr., and the Town of Boxborough has waived and released its right to purchase that portion of the Premises which is currently subject to MGL. Ch. 61B. Accordingly, the Mortgage Commitment Date shall be automatically extended to that date which is thirty (30) days after Buyer has received a fully executed copy of the Purchase and Sale Agreement, and the Town of Boxborough has waived and released its right to purchase that portion of the Premises which is currently subject to MGL. Ch. 61B.
27. **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 inures to the benefit to the parties hereto and their respective heirs, devisees, executors, administrators, 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 Buyer their obligations hereunder shall be joint and several. If two or more persons are named herein as Seller their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a manner 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.
28. **LEAD PAINT LAW**
- The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age
29. **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**
- The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

See Exhibit A DESCRIPTION, Exhibit B FORM OF POND RESTRICTION/EASEMENT, Exhibit C AUTHORIZATION Rider A , and TRID RIDER, all attached hereto and incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

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

DocuSigned by:  
 SELLER: Kathleen A Vorce  
 Kathleen A Vorce, individually

DocuSigned by:  
Raymond M Vorce III  
 Raymond M Vorce III, individually  
 and as Personal Representative

DocuSigned by:  
Mary Ellen Vorce  
 Mary Ellen Vorce, individually

DocuSigned by:  
Joanne Vorce  
 Joanne Vorce, individually and  
 as Personal Representative

DocuSigned by:  
George R Vorce  
 George R Vorce, individually  
 and as Personal Representative

DocuSigned by:  
Michael J Vorce  
 Michael J Vorce, individually

DocuSigned by:  
Daniel G Vorce  
 Daniel G Vorce, individually

DocuSigned by:  
James P Vorce  
 James P Vorce, individually

DocuSigned by:  
Virginia V Adriance  
 Virginia V Adriance, individually

DocuSigned by:  
Grace V Juma  
 Grace V Juma, individually

BUYER:

John Sonner dotloop verified  
 08/04/16 1:12PM EDT  
 BORS-M3BJ-AC25-MYBK

John Sonner

Karen Sonner dotloop verified  
 08/04/16 12:20PM EDT  
 2FMC-DVTO-BWR3-RSCA

Karen Sonner

Kenneth Sonner dotloop verified  
 08/04/16 12:10PM EDT

Kenneth Sonner

Buyer's Broker

Seller's Broker

DocuSign Envelope ID: F60049CA-CC91-456B-B763-685E71D148D3

Escrow Agent: By signing below, the escrow agent agrees to perform in accordance with provisions of this agreement applicable to him/her/it, but does not otherwise become a party to this agreement., except as to Sections 18, 19, 20 and 23.

\_\_\_\_\_  
Escrow Agent

Exhibit A

DESCRIPTION

See plan dated February 23, 2016 attached hereto



EXHIBIT B  
POND WATER RESTRICTION/EASEMENT

DRAFT EASEMENT LANGUAGE  
TO BE INSERTED IN DEED

Said Premises are conveyed together with the fee simple interest in that portion of the pond located completely on said Lot 1A, as shown on the Plan, and with the perpetual and exclusive right and easement to the recreational use and enjoyment of the entirety of the pond, including that portion of the pond on Lot X, shown on the Plan, for all recreational purposes, including but not limited to, kayaking, rowing, canoeing, boating, swimming, paddle boarding and fishing, including, but not limited to, the installation, maintenance, repair and reconstruction of a dock, swim platform, fountain and all necessary appurtenances thereto. Notwithstanding the foregoing, the Grantees, their successors and/or assigns, shall be subject to the perpetual restriction that any water drawn or removed from the pond, as shown on the Plan, may only be used on said Lot 1A, and for the benefit of said Lot 1A, and may not be removed or taken off site by the Grantees, their successors and/or assigns, for any reason whatsoever. Said right of use and enjoyment is subject to the limitation that there shall be no interference with or obstruction of the inlet that exists to provide water to the building on Lot X and the inlet that exists to provide water to the Dry Hydrant installed by the Town of Boxborough on Pine Pasture Run but the owners of Lot 1A shall have no responsibility to maintain or service same.

Additionally, by Restrictive Agreement to be recorded herewith, the Grantors herein, being the owners of Lot X, on the Plan, their heirs, successors and/or assigns, shall also be subject to the (i) perpetual restriction that any water drawn or removed from the pond by the owners of said Lot X, as shown on the Plan, may only be used on said Lot X, and for the benefit of said Lot X, and may not be removed or taken off site for any reason whatsoever by the owners of said Lot X; and (ii) the owners of said Lot X, their heirs, successors and/or assigns shall have no right to use or enjoy any portion of the pond, including that portion which is located on said Lot X for any recreational purpose whatsoever, it being the intent that the owners of said Lot 1A shall have the aforesaid right of recreational enjoyment of the pond, in its entirety, exclusively and in perpetuity, without restriction or reservation, except as expressly provided herein.; however (iii) the owners of said Lot X, their heirs, successors and/or assigns shall have the same right as the owners of Lot 1A to enter upon the fee of either for the limited purpose of clearing and keeping open the inlets of their own water pipe, and to clear and keep open the spring or springs that feed the pond, as the necessity may arise from time to time to do so. It shall be the responsibility of the owners of Lot 1A to maintain both dams in good repair, but the owners of Lot 1A shall have no responsibility to maintain or service the pump or any part appurtenant thereto that is used to provide water to the building on Lot X.

In addition, Lot 1A is granted an easement for the passage of water from the pond over and upon Lot X but only within that area shown on the Plan and labeled "Drainage Easement" to the culvert that passes under Summer Road and discharges onto the east side of said Road.

EXHIBIT C  
AUTHORIZATION

The undersigned, being the owner of the Premises known as 23 Summer Road in Boxborough, Massachusetts, (the "Premises"), hereby authorize John Sonner, Kenneth Sonner and Karen Sonner ("the Buyer"), and their agents, at their own risk and expense, the right to make and file applications on behalf of the undersigned, to any and all governmental entities for licenses, permits and approvals relating to the Premises, provided the same shall not be deemed by the Town to interfere with the ROFR submission and further provided that in the event this Agreement shall be terminated, that the Buyer will at Seller's option either voluntarily withdraw any such application or assign such filing and any supporting documentation to Seller. In no event shall the failure to obtain approval of any license, permit or approval excuse the Buyer's performance of this Agreement.

Executed this 4<sup>th</sup> day of ~~July~~<sup>August</sup>, 2016.

DocuSigned by:  
Kathleen A Vorce  
Kathleen A. Vorce, individually

DocuSigned by:  
Virginia V. Adriance  
Virginia V. Adriance, individually

DocuSigned by:  
Raymond M Vorce III  
Raymond M. Vorce III, individually  
and as Personal Representative

DocuSigned by:  
Grace V. Juma  
Grace V. Juma, individually

DocuSigned by:  
Mary Ellen Vorce  
Mary Ellen Vorce, individually

DocuSigned by:  
Jeanne A. Moore  
Jeanne A. Moore, individually and  
as Personal Representative

DocuSigned by:  
George R Vorce  
George R. Vorce, individually  
and as Personal Representative

DocuSigned by:  
Michael J Vorce  
Michael J. Vorce, individually

DocuSigned by:  
Daniel G Vorce  
Daniel G. Vorce, individually

DocuSigned by:  
James P Vorce  
James P. Vorce, individually

RIDER "A"  
TO PURCHASE AND SALE AGREEMENT (the "Agreement")  
BY AND BETWEEN

SELLER: The Beneficiaries of the Estate / Heirs of Raymond M. Vorce, Jr  
BUYER: John Sonner, Karen Sonner and Kenneth Sonner  
PROPERTY: 23 Summer Road, Boxborough, Massachusetts

A. OFFER SUPERSEDED. The "Contract to Purchase" signed by the parties hereto and dated July 8, 2016 and all previous agreements between the parties in connection with the Premises are hereby superseded, are void and without recourse to the parties, it being the intention of the parties that the terms and conditions of this Agreement shall fully and completely supersede all of the terms and conditions of the Offer to Purchase.

B. INSPECTION CONTINGENCIES. The Buyer hereby acknowledges that they have been informed of their right to have performed at their option and at their own expense professional home inspections and tests for pests, water, lead paint and radon done at the subject Premises, and that by the time of execution of this Agreement they have either satisfied themselves of the results of those inspections or they have waived said inspections entirely. The property is accepted in "as is" condition as of the date of this Agreement, subject only to those specific items to be accomplished as more fully set out in Paragraph P of this Rider.

C. COOPERATION WITH BUYER: Seller acknowledges Buyers' intent to apply for governmental licenses, permits and approvals relating to the Premises prior to the Closing Date and agrees to cooperate with Buyer's efforts in connection with same and not to oppose same in any manner or means, provided that there are no out of pocket costs to the Seller and provided that no such licenses, permits or approvals are recorded prior to Buyers taking title to the Premises. Such cooperation shall include Seller's execution of the AUTHORIZATION form attached hereto as Exhibit C.

D. CHAPTER 61B: Buyers and Seller hereby acknowledge and understand that a portion of the Premises is presently subject to the provisions of M.G.L. Ch. 61B ("Chapter 61B") and accordingly, the Town of Boxborough has a right of first refusal to purchase that portion of the Premises. At the Seller's sole cost and expense, the Seller agrees to give the Town of Boxborough written notice in accordance with the provisions of Chapter 61B, of the Seller's intent to sell the Premises, together with a copy of this Agreement once fully executed, in order to obtain a release of the Town of Boxborough's Chapter 61B right of first refusal, and to pay all rollback taxes that are due and payable for that portion of the Premises being removed from Chapter 61B. Seller agrees to prepare such notices no later than three (3) business days after the execution of this Agreement by all parties and to allow Buyer and Buyer's attorney to review and approve such notices prior to forwarding same to the Town of Boxborough, and to copy Buyer and Buyer's attorney on such notices.

Buyers and Seller understand that the Town of Boxborough may take up to 120 days to exercise its right to purchase the Premises after notice is given. In the event the Town of Boxborough elects to purchase that portion of the Premises subject to Chapter 61B, this Agreement shall be null and void in its entirety, and all deposits shall be returned to the Buyers and the parties shall have no further recourse.

In the event that the Town of Boxborough does not exercise its right to purchase, Seller shall obtain a release in recordable form, and Seller shall pay the rollback taxes and obtain an acknowledgement of same in recordable form, both satisfactory in all respects to the Buyer's title insurance company, to be recorded at Closing. Buyer shall consult with title counsel and provide to Seller upon review of proposed notice, those recitations necessary to satisfy title counsel..

E. RIGHT OF ACCESS. The Seller agrees to provide Buyer with a reasonable right of access to the Premises, including an inspection and final "walk-through" prior to closing, upon prior notice and at reasonable times and in the presence of the Seller or the Seller's agent for the purpose of showing the same to prospective mortgage lenders for appraisal purposes, contractors, engineers and surveyors, for the taking of measurements, for the conduct of inspections of all types and kinds, and to ensure compliance with the terms of this Agreement.

F. BROOM CLEAN CONDITION. Seller will deliver the Premises in broom clean condition and remove all personal property not to be included and conveyed pursuant to this Agreement, including but not limited to trash, debris and stored items within or on any part of the Premises, garages, sheds and the yard with all routine maintenance and landscaping being performed from the date hereof through the Closing Date.

G. SELLER FORMS. The Seller shall comply with all laws and regulations regarding the transfer of real estate in the jurisdiction, including payment of all transfer taxes and recording fees imposed upon Seller. If applicable, each Seller shall provide the settlement agent with a signed, completed W-9 form, including Seller's forwarding address and an allocation of the gross proceeds of the sale, all for the purpose of complying with the reporting requirements of 1521(a) and 1521(b) of the Tax Reform Act of 1986. The Seller agrees to sign all standard and customary documents as are reasonably required by the lender or lender's attorney in order to complete the transaction.

H. ATTORNEY AUTHORITY. By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions, and Buyer and Seller shall be allowed to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed or withdrawn the authority granted herein to bind them.

I. TITLE PROVISIONS. It is understood and agreed by the parties that the Premises shall not be in conformity with Title provisions of this Agreement unless:

- (i) Buyer's survey or mortgage plot plan (if any) indicates that no structures and improvements on the Premises, including driveways, garages, septic systems, etc., but not limited thereto, encroach upon adjacent properties and all means of access to the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon or under any property not within said lot lines.
- (ii) that no building, structure, improvement, way or easement of any kind encroaches upon or under said Premises from any other premises, or for the benefit of any other premises;
- (iii) the Premises is a conforming lot as defined by the Town of Boxborough Zoning By-Law and abuts a public way to which Buyer shall have both pedestrian and vehicular access, and if a private way, that such private way in turn has satisfactory 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;
- (iv) the Premises is equipped with all necessary utilities, including without implied limitation, electricity, private or municipal water, oil storage tank, and new septic system to be installed pursuant to Paragraph P;
- (v) all improvements located on the Premises have been constructed in accordance with any covenants governing the same, and, if required by said covenants, a recordable certificate of compliance is delivered at the closing or has been previously recorded in the Registry of Deeds;
- (vi) Buyer's surveyor mortgage plot plan indicates that no structure or improvement situated upon the Premises violates the zoning ordinances or by-laws of the municipality in which the Premises are located or the provision of M.G.L. Chapter 40A;
- (vii) the Premises are not located within any special flood hazard area requiring Buyer to obtain flood insurance for their mortgage lender;
- (viii) title to the Premises is insurable for the benefit of the Buyer and its lender by a title insurance company at normal premium rates in the American Land Title association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form and to the exceptions set forth in Section 4 of this Agreement; and
- (ix) The title shall be sufficient to entitle the Buyer to a certification of title if required by M.G.L. Chapter 93, section 70, as amended.

J. REBA. Any matter of practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be resolved in accordance with said title standard or practice to the extent applicable.

K. MORTGAGE COMMITMENT. As used in Section 26 of this Agreement, the term "commitment" shall mean a commitment subject to no conditions or contingencies other than the completion of the usual closing formalities, satisfactory title, and responding to lender's reasonable requests for documentation. As used therein, the term "diligent efforts" shall mean the Buyers are obligated to apply to not more than one institutional lender. The Buyers' obligations under this Agreement are conditioned upon the appraised value of the real estate being at least equal to the Purchase Price of the Premises.

L. PROCEEDS OF SALE. Seller warrants and represents that the proceeds of sale are sufficient to satisfy and obtain releases of any liens of record affecting the Premises. Seller represents and warrants that there is no pending litigation against the Seller relating to or affecting the Premises.

M. ESCROW OF PROCEEDS. Notwithstanding the provisions of Section 7 of this Agreement, the Seller agrees that the sale proceeds may be held in escrow by the Seller's Attorney following the closing for a reasonable period of time, until the deed can be recorded in the appropriate Registry of Deeds, however, no later than the close of business on the day of delivery of the deed.

N. DELIVERY OF DEED. Notwithstanding anything in this agreement to the contrary, "Delivery of the Deed" as set forth in Section 8 is hereby defined as the recording of the deed at the Registry of Deeds conveying good record and marketable title to the Buyers.

O. SELLER WARRANTIES:

To the limit of their knowledge as Beneficiaries of the Estate and Heirs of the deceased, Seller represents and warrants:

- (i) There are presently no underground fuel storage tanks located on the Premises and that a prior underground tank was properly removed and Seller will provide Buyer with documentation relating to same at the time of signing of this Agreement;
- (ii) To the best of Seller's knowledge and belief, Seller has never knowingly generated, stored, handled or disposed of any hazardous waste on said Premises, and Seller is, to the best of his knowledge, not aware of the generation, storage, handling or disposal of such waste or substance on or in said Premises, at any time, by anyone else. For the purposes of this paragraph, "hazardous waste" and "hazardous substance" shall mean as to those terms are generally referred to in any and all local, state or federal laws or any rules and regulations promulgated thereunder but shall not include normal household items;
- (iii) Seller has not installed, any product containing asbestos in the home. Buyer and Seller acknowledge that the boiler at the Premises has an asbestos jacket and pipes covered in asbestos, and that the tile floor may contain asbestos;
- (iv) There is no known pending or threatened litigation relating to or affecting the Premises.

P. SEPTIC SYSTEM

Seller warrants and represents that a new underground sewage works disposal system for a five (5) bedroom home will be installed at the Premises prior to the Closing Date, at Seller's sole cost and expense, in accordance with the septic plan dated July 7, 2014, already approved by the Town of Boxborough Board of Health, a copy of which plan and a copy of the approved permit have been provided to Buyer. In connection therewith, Seller agrees to provide Buyer with a Certificate of Compliance from the Town of Boxborough certifying that the system shall have been installed in accordance with the provisions of Title 5. Seller additionally agrees to provide any other documentation provided by the septic installer as related to the newly installed system, including the approved septic permit from the Town of Boxborough Board of Health, a copy of which shall be delivered to Buyer prior to the execution of this Agreement. Seller's obligations relating to the replacement of the septic system shall include, grading and seeding (but not hydroseeding) of any areas of the Premises disturbed by the installation such that such disturbed areas are returned to a uniform grade. Seller agrees that the venting pipe shall be extended to the corner of the stable for aesthetic purposes at the request of Buyer, and the installer's charge for this will not exceed \$200, which charge as billed to Seller will be reimbursed to Seller by Buyer at Closing.

Q. DAMAGE OR DESTRUCTION:

Notwithstanding Seller's obligations pursuant to Section 10 of this Agreement, and without lessening or otherwise affecting such obligations, in the event of damage or destruction of or to the Premises by fire, vandalism or other casualty, the cost of which to repair or replace would exceed in the aggregate \$22,500.00, or in the event of a taking of all or part of the Premises by eminent domain, then, at Buyer's option, this Agreement may be terminated, and all funds deposited hereunder by Buyer shall be immediately refunded to the Buyer, with all interest accrued thereon.

R. SELLER DOCUMENTS

Seller hereby agrees to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be usually and reasonably required by the lending institution which is providing the purchase money mortgage funds to the Buyer for this transaction, provided that the same are reasonably requested by such lending institution. In the event that the Seller refuses to sign the same the Buyer may elect to cancel this Agreement, in which event the deposit shall be refunded and all other rights and obligations shall cease. One or more of the Beneficiaries or Heirs shall be represented by a Power of Attorney at Closing. Provided however that the deed to the Buyer shall be signed by all Beneficiaries or Heirs personally.

S. MAINTENANCE UNTIL CLOSING.

The Seller shall maintain the lawn, shrubbery and exterior grounds of the Premises during the term of this Agreement in a manner consistent with that which they have been kept to-date.

T. CONFLICT.

If there is any conflict between the boilerplate agreement and this Rider, this Rider shall control.

U. USE OF TERMS

If there is only a singular seller or buyer, the plural usage of the words shall apply to the singular seller or buyer, as the case may be.

V. MORTGAGE PAYOFFS.

Seller agrees to assist the Buyer or the Buyer's lender's counsel with such letter or phone calls that the holders of any mortgages may require from the Sellers as a condition to receiving payoff figures or as a condition to paying off such mortgage and any other liens concerning the Premises. Seller represents that there is no home equity line of credit secured by the property and there will be none undertaken.

W. BROKER CLAIM INDEMNIFICATION.

Buyers and Seller represent and warrant to each other that no Brokers are involved in this transaction other than the Brokers set forth in Section 19 of this Agreement. Buyer and Seller will indemnify, defend and hold harmless each other from any brokerage claim by any other broker in connection with this transaction. This paragraph shall survive the closing.

X. NOTICE.

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid registered or certified mail or by facsimile transmission:

a. If to Buyer, to:

b. With a copy to:  
Louis N. Levine/Cathy S. Netburn, Esquire  
D'Agostine, Levine, Parra & Netburn, P.C.  
268 Main Street, P. O. Box 2223  
Acton, Massachusetts 01720  
Office: (978)263-7777; Fax: (978) 264-4868  
Email: [llevine@dlpnlaw.com](mailto:llevine@dlpnlaw.com); [cnetburn@dlpnlaw.com](mailto:cnetburn@dlpnlaw.com)

c. If to Sellers, to:

d. With a copy to:

Kathleen A Vorce, Attorney at Law  
P.O. Box 554  
West Acton, MA 01720  
Tel 978-264-0554  
Fax 978-263-0554  
Email: [ktjd@verizon.net](mailto:ktjd@verizon.net)

or in the case of either party, to such other address as shall be designated by written notice given to the other party. Any such notices shall be deemed given when so delivered by hand or, if so mailed, when received or when sent by facsimile or electronically with acknowledgment of transmission/receipt.

Y. EXECUTION. This Agreement may be executed by facsimile, electronically and in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Executed this 4<sup>th</sup> day of August, 2016.

Seller: The Estate of Raymond Vorce, Jr.

Buyer

DocuSigned by:  
Kathleen A Vorce  
Kathleen A. Vorce, individually

John Sonner  
John Sonner

dotloop verified  
08/04/16 1:12PM EDT  
LUYV-OTON-NR3E-S8U7

DocuSigned by:  
Raymond M Vorce III  
Raymond M. Vorce, III  
individually and as Personal Representative

Karen Sonner  
Karen Sonner

dotloop verified  
08/04/16 12:20PM EDT  
GUPS-VVVG-RNCM-E1VT

DocuSigned by:  
Mary Ellen Vorce  
Mary Ellen Vorce, individually

Kenneth Sonner  
Kenneth Sonner

dotloop verified  
08/04/16 12:10PM EDT  
EEMM-YIFG-AMUX-LYQV

DocuSigned by:  
Joanne V. Vorce  
Joanne V. Vorce, individually  
and as Personal Representative

DocuSigned by:  
George R Vorce  
George R. Vorce, individually  
and as Personal Representative

DocuSigned by:  
Michael J Vorce  
Michael J. Vorce, individually

DocuSign Envelope ID: F60049CA-CC91-456B-B763-685E71D148D3

DocuSigned by:  
Daniel G Vorce  
Daniel G Vorce, individually

DocuSigned by:  
James P Vorce  
James P Vorce, individually

DocuSigned by:  
Virginia V Adriance  
Virginia V Adriance, individually

DocuSigned by:  
Grace V Juma  
Grace V Juma, individually

TRID RIDER

INTEGRATED DISCLOSURE ADDENDUM – MORTGAGE

(To Purchase And Sale Agreement)

This Integrated Disclosure Addendum is entered into this \_\_\_ day of July, 2016 and is deemed to amend and supplement a certain agreement between The Estate of Raymond M. Vorce, Jr and its beneficiaries/heirs, (“SELLER”) and John Sonner, Karen Sonner and Kenneth Sonner, (“BUYER”).

Beginning on October 3rd, 2015, the federal Consumer Financial Protection Bureau’s “Closing Disclosure” for mortgage loans is required (the “Integrated Disclosure Rule”). The final Closing Disclosure must be received by the borrower three business days prior to the date of Closing (a/k/a Time For Performance) when a deed to the property is delivered by the seller to the buyer and the purchase price is paid. If, after a buyer receives the Closing Disclosure the annual percentage rate of the buyer’s loan changes by more than one eighth of one percent for a fixed rate loan or changes by more than one quarter of one percent for an adjustable rate loan from the rate that was previously disclosed to the buyer, the loan program is changed, or a prepayment penalty becomes applicable to the mortgage loan then it will become necessary for the Closing to be delayed until at least three business days after a buyer receives a revised Closing Disclosure. To promote compliance with the Integrated Disclosure Rule, the parties agree as follows:

1. BUYER agrees to obtain and provide SELLER the name of the attorney for BUYER’s mortgage lender (“Lender’s Attorney”) as soon as practicable after BUYER receives this information from the Lender, but in any event no less than fourteen business days prior to the scheduled date of closing.
2. No fewer than seven business days in advance of the scheduled closing, SELLER and the BUYER shall provide Lender’s Attorney all information reasonably obtainable by such person needed to calculate the adjustments (such as water, sewer, taxes, oil in tank) specified in the applicable clauses of the Purchase and Sale Agreement or as requested by Lender’s Attorney for the purpose of preparing the Closing Disclosure.
3. The BUYER and SELLER agree that: (a) if necessary to assure full compliance with the Integrated Disclosure Rule; and (b) at the request of Lender’s Attorney, the scheduled date for Closing will be extended up to three business days, or such other time as parties may agree. In such event, BUYER shall promptly give notice to SELLER.
4. No claim, counterclaim or cause of action for any loss or damage resulting from an extension, pursuant to paragraph 3, above, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this Addendum.
5. Time is of the essence.

Executed this 4<sup>th</sup> day of August, 2016

Seller: The Estate of Raymond M. Vorce, Jr.

DocuSigned by:  
Kathleen A Vorce  
Kathleen A. Vorce, individually

DocuSigned by:  
Raymond M Vorce III  
Raymond M. Vorce, III  
individually and as Personal Representative

DocuSigned by:  
Mary Ellen Vorce  
Mary Ellen Vorce, individually

DocuSigned by:  
Joanne M Vorce  
Joanne M. Vorce, individually  
and as Personal Representative

DocuSigned by:  
George R Vorce  
George R. Vorce, individually and as Personal Representative

DocuSigned by:  
Michael J Vorce  
Michael J. Vorce, individually

DocuSigned by:  
Daniel G Vorce  
Daniel G. Vorce, individually

DocuSigned by:  
James P Vorce  
James P. Vorce, individually

DocuSigned by:  
Virginia V Adriance  
Virginia V. Adriance, individually

DocuSigned by:  
Grace V Juma  
Grace V. Juma, individually

Buyer

John Sonner dotloop verified  
08/04/16 1:12PM EDT  
UYON-WAMT-UYJ0-671K

John Sonner

Karen Sonner dotloop verified  
08/04/16 12:20PM  
EDT  
TRWB-2JQJ-HFAP-ILTF

Karen Sonner

Kenneth Sonner dotloop verified  
08/04/16 12:10PM EDT  
D4ZH-YLCC-7ESC-TBEU

Kenneth Sonner

**NOTICE OF NONEXERCISE OF OPTION  
PURSUANT TO M.G.L. CH. 61B, SEC. 9**

**RECREATIONAL TAX LIEN**

The Boxborough Board of Selectmen on behalf of the Town of Boxborough, a Massachusetts municipal corporation with a place of business at \_\_\_\_\_ County, Massachusetts \_\_\_\_\_, has irrevocably waived the option pursuant to Massachusetts General Laws Chapter 61B, Section 9 to purchase a portion of the land which is subject to the Recreational Land Tax Lien, and is more particularly described as \_\_\_\_\_, (the "Premises"), on a plan entitled, " \_\_\_\_\_, recorded with the Middlesex District Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 201.

TOWN OF BOXBOROUGH

BY: THE BOXBOROUGH BOARD OF  
SELECTMEN

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

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 201, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission expires:

The Commonwealth of Massachusetts

\_\_\_\_\_  
Name of City or Town

Office of the Board of Assessors

**Release of Classified Forest-Agricultural or Horticultural-Recreational Land Tax Lien**

All rights upon the real property described below under a statement filed for record/registration on \_\_\_\_\_, with the \_\_\_\_\_ Registry of Deeds, Book \_\_\_\_\_ Page \_\_\_\_\_, Document Number \_\_\_\_\_, Certificate of Title Number \_\_\_\_\_ are hereby released.

That statement was filed to establish a lien for real property classified as forest  agricultural or horticultural  recreational  land under the provisions of General Laws Chapter 61  61A  61B .

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate of Title Number and the Registry Volume and Page must be given.)

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

\_\_\_\_\_  
Name of Owner(s)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Assessors

The Commonwealth of Massachusetts

\_\_\_\_\_  
ss.

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as Board of Assessors for the city/town of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding document in my presence, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



4a



**BOARD OF SELECTMEN  
Meeting Minutes  
August 29, 2016**

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

**PRESENT:** Les Fox Chair; Susan Bak, Clerk; and Robert Stemple, Member

**ABSENT:** Vince Amoroso and Rick Barrett

**ALSO PRESENT:** Selina Shaw, Town Administrator

**EXECUTIVE SESSION**

At 6:55 PM Chair Fox moved to adjourn to executive session to discuss strategy with respect to litigation and to reconvene in open session at 7:00 PM in the Grange Meeting Room to consider the regular business on the agenda. Further stating that an open meeting may have a detrimental effect on the negotiating position. Seconded by Member Bak. **Approved 3-0 by Roll Call Vote: Fox "aye," Bak "aye," and Stemple "aye."**

Chair Fox reconvened the meeting at 7:17 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.

*The Board took Agenda Item #4a, out of order.*

**APPOINTMENTS**

- Town Planner, Adam Duchesneau was present to request final approval of the MassWorks Infrastructure Program Application for the Route 111 Pedestrian Improvement project. There was a review of previous discussions. The Selectmen and Planning Board input has been incorporated into the application and supporting materials being presented tonight. Chair Fox moved to authorize Leslie R. Fox, Chair of the Boxborough Board of Selectmen to: 1) submit the MassWorks Infrastructure Program Application for "Route 111 Sidewalk – Library to Liberty Square Road", and 2) submit a letter of support on behalf of the Selectmen; further, for the Board of Selectmen to accept state funding for the project, should an award for the project be made, and to authorize Adam Duchesneau, Town Planner to electronically submit the application on behalf of the Town. Seconded by Member Bak. **Approved 3-0.**  
Planner Duchesneau provided an update on the status of this project and the related MassDoT Route 111 culvert project.

**ANNOUNCEMENTS**

Chair Fox read the announcements.

**APPOINTMENTS (Continued)**

- Acton-Boxborough Rotary Club (ABRC) Treasurer, Geoffrey Kerr; President, Joseph Badenhoff and Boxborough member Barbara Birt were present to discuss the use of the Boxborough Town Seal by the ABRC. Kerr advised that ABRC has been using the Boxborough Town Seal on their letterhead for several years and are now looking to use a color version of the Town Seal. He related the history/background of the Rotary International; ABRC's efforts on behalf of the A-B community i.e. their annual golf tournament; their current usage of the Acton & the Boxborough Town Seals and ABRC's desire to update their fundraising letterhead with a color version of the Boxborough Town Seal. Kerr provided copies of MGL. Ch.26B, § 35 to the Board. The Selectmen related their concerns specifically that, as currently presented, ABRC has not specified nor stated a timeframe regarding ABRC's use of the Boxborough Seal. Boxborough needs to have control of how our Town Seal is used. A blanket use of the Boxborough Seal could be perceived as approval of, endorsement by or as representing the Town of Boxborough. Kerr advised that the Town of Acton has not communicated any issues with the ABRC using the Acton Town Seal. Badenhoff provided information as to the letterheads used by other local Rotary clubs and the letterheads used for other ABRC communications. He suggested that a disclaimer could be published on the proposed fundraising letterhead. Approval of the use of the Boxborough Town Seal was tabled and Town Counsel will prepare a disclaimer for this purpose which will be forwarded to ABRC so a draft letterhead can be prepared for consideration. It was noted that ABRC would like to have this

revised letterhead for their upcoming Veterans' Day breakfast public relations activities. The Selectmen closed by voicing their support of the Rotary's good works in the community and thanking those present for their commitment.

- There were no Citizens concerns.

#### MINUTES

- Member Stemple moved to accept the minutes for the regular sessions of July 11, 2016, as written and August 8, 2016, as revised. Seconded by Member Bak. **Approved 3-0.**
- Member Stemple moved to accept the minutes for the executive sessions of August 8, 2016 and August 11, 2016, as written. Seconded by Member Bak. **Approved 3-0.**
- Chair Fox moved to accept the minutes for the (Confidential) Collective bargaining session notes, FF CBU of August 9, 2016, as revised. Seconded by Member Bak. *(Member Stemple recused himself from this discussion however he voted to approve pursuant to quorum requirements – under the rule of necessity doctrine.)* **Approved 3-0.**

#### SELECTMEN REPORTS

- Member Stemple reported on Steele Farm Advisory Comm. activities. They are moving forward on contracting for the farmhouse study. The Historical Society Capital Campaign \$7,000 donation was accepted by the Selectmen and SFAC has authorized the spending \$3,000, the remaining balance required to cover the cost of the study. SFAC are making plans for the annual Christmas tree sale and related activities.
- Chair Fox reported there have been several discussions concerning the Hager Well facility updates. Things seem to be on track - design phase is under way and we continue to monitor the well readings.

#### OLD BUSINESS

- The Board passed over any action on the conveyance agreement with Commonwealth Properties Group, Inc. (CPG) [RE: "Moran Property"]. The Selectmen are still waiting for documentation from CPG. This item was moved to Sept. 19<sup>th</sup> agenda.
- Discussion was re-opened on the establishment of new committees.
  - The Town Meeting Study Committee efforts are underway but the charge just needs to be formally adopted. Chair Fox moved to adopt the "Charge for the Town Meeting Study Committee" presented and discussed on July 11<sup>th</sup>. Seconded by Member Bak. **Approved 3-0.**
  - It was reported that Member Amoroso has been working on the necessary materials to establish the Economic Development Committee and hopes to have them ready to present at the September 19<sup>th</sup> meeting.
  - Work continues on establishing a Water Resources Committee

#### NEW BUSINESS

- The Board discussed their assignments for the Volunteer/Employee Appreciation event.
- The Board discussed a Memorandum of Agreement between the Town and Boxborough Professional Firefighters Association, PFFM, Local 4601 to address the inclusion of the position of Captain. The background on the creation of this position was reviewed. The Captain's duties & responsibilities and the actions that were taken to create this position were summarized. Chair Fox moved to ratify and execute the Memorandum of Agreement between the Town of Boxborough and Boxborough Professional Firefighters Association, PFFM, Local 4601, to incorporate terms and conditions related to the inclusion of the position of Captain in the CBU. S Seconded by Member Bak. *(Member Stemple recused himself from this discussion however he voted to approve pursuant to quorum requirement – under the rule of necessity doctrine.)* **Approved 3-0.**
- Though not on the agenda, the Board took up a request from AccesSport America's waive field fees for their adaptive sports program. RecCom has approved this waiver request. Further to the recommendation of the Recreation Commission, Chair Fox moved to approve the request from AccesSport America to waive the permit fee for the use of Liberty soccer fields as noted in their application for Sept. 17 & 29 and Oct. 1, 8, 15, 22 & 29 from 10:30-11:30am. Seconded by Member Bak. **Approved 3-0.** The Board would like them to continue to request these waivers when they apply for the use of the fields.

- The Board reviewed possible dates and their related timelines for a Special Town Meeting this fall. The purpose of this STM would be to obtain town meeting approval to purchase land, for conservation purposes. The Board was updated on the status of this acquisition, the timeline to finalize this purchase and the Town potential capital outlay, if approved. Harvard is working on a similar timeline to acquire the adjourning parcel. At this point this is the only item being considered, however other items may be added. Dates were reviewed. BXB-TV confirmed that they would be able to broadcast if an STM was held on December 12<sup>th</sup>. There was discussion as to the potential costs send out this warrant. The Board will vote to hold this Special Town Meeting at their September 19<sup>th</sup> meeting.

#### **CORRESPONDENCE**

- The Board was provided a copy of the new MART Contract, as a read ahead for discussion on September 19<sup>th</sup>. TA Shaw related concerns/potential issues with some of the terms of the contract. She will be bringing these up at tomorrow's MART Advisory Board meeting.
- It was noted that there were several joint Selectmen/Planning Bd. letters sent to MassDOT and National Grid, respectively regarding projects along Rte. 111/Mass. Ave.

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

- TA Shaw advised that the Town Hall's HVAC units, which were scheduled to be replaced, unexpectedly expired last week. She thanked BICAO Noel for graciously bringing in his own A/C unit for us to use as we await the installation of the new units.

#### **ADJOURN**

The meeting was adjourned at 8:50 PM.



6a

# KP | LAW

*The Leader in Public Sector Law*

August 31, 2016

101 Arch Street, Boston, MA 02110  
Tel: 617.556.0007 | Fax: 617.654.1735  
[www.k-plaw.com](http://www.k-plaw.com)

**Richard Holland**  
rholland@k-plaw.com

Ms. Annamarie Kersten  
Economic Development Incentive Program  
Commonwealth of Massachusetts  
Executive Office of Housing & Economic Development  
Massachusetts Office of Business Development  
10 Park Plaza, Suite 3730  
Boston, MA 02116

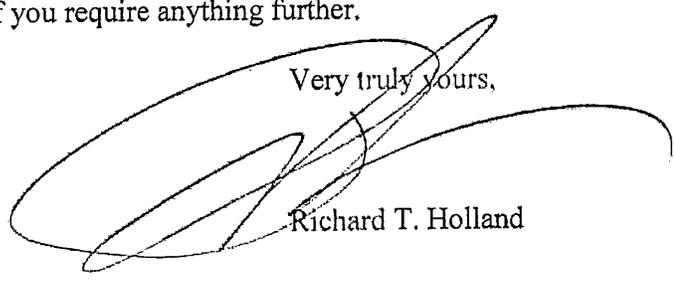
Re: Town of Boxborough and Cisco Systems Inc.  
July 1, 2016 Letter from EACC – Project Decertification

Dear Ms. Kersten:

We serve as Town Counsel for the Town of Boxborough. I write concerning your letter dated July 1, 2016 to the Boxborough Town Administrator, a copy of which is enclosed for your convenience. In that letter you indicate, on behalf of the Economic Assistance Coordinating Council (EACC), that the EACC has decertified one or more Cisco projects previously certified by EACC under the Economic Development Incentive Program and located in Boxborough; and you request that we, as Town Counsel, opine on whether the two Tax Increment Financing Agreements between the Town and Cisco for such projects, each dated June 26, 2000, expressly provide for termination of said agreements on account of such decertification. We have reviewed the agreements, copies of which are also enclosed for your convenience. It is our opinion that the agreements expressly provide for the termination of said agreements and the tax benefits furnished thereby in the event of decertification by EACC.

Please let me know if you require anything further.

Very truly yours,

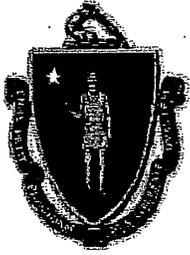


Richard T. Holland

RTH/man  
Enc.  
cc: Board of Selectmen

562988/BOXB/0042





COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF HOUSING & ECONOMIC DEVELOPMENT  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

10 PARK PLAZA, SUITE 3730  
BOSTON, MA 02116  
TELEPHONE: 617-973-8600  
FAX: 617-973-8554  
[www.mass.gov/eohed](http://www.mass.gov/eohed)

VTA  
BASIC\*  
7/1/16

CHARLES D. BAKER  
GOVERNOR

KARYN POLITO  
LIEUTENANT GOVERNOR

JAY ASH  
SECRETARY

NAM PHAM  
ASSISTANT SECRETARY

Received  
7-3-2016

July 1, 2016

Ms. Selina Shaw  
Town Administrator  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

Notice of Decertification of Cisco Systems, Inc.

Dear Ms. Shaw:

On June 22, 2016 the Massachusetts Economic Assistance Coordinating Council (EACC) voted to decertify Cisco Systems, Inc. as the company was found to be out of compliance with job creation per the Fiscal Year 2015 Annual Report.

Please note that this decertification may impact the continued availability of local tax incentives (Tax Increment Financing or Special Tax Assessment). Pursuant to EACC Policy No. 2013-3, a copy of which is enclosed, it is the municipality's responsibility to determine (1) whether the terms of the TIF or STA agreement expressly provide for termination of the agreement upon the revocation of the project certification; and (2) whether the project fulfills the terms and conditions of the municipal action authorizing the municipality to enter into the TIF or STA agreement. The EACC must receive a written notice of those determinations by the Municipal Counsel within 60 days of the date of this letter. Please keep in mind that for the TIF or STA to remain in place, the TIF or STA agreement must continue to increase industrial and commercial activity in the commonwealth.

Please note if the TIF or the STA does not meet the terms of the original agreement, there is an amendment process the municipality can pursue.

As a result of the decertification, the Massachusetts Office of Business Development will no longer monitor the progress of the project as the company is not required to submit an annual report going forward.

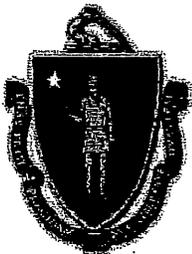
If you have any questions concerning this matter, please call 617.973.8536.

Regards,

Annamarie Kersten  
Economic Development Incentive Program

Copy: Economic Assistance Coordinating Council  
Department of Revenue

Enclosure: (2)



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF HOUSING & ECONOMIC DEVELOPMENT  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

10 PARK PLAZA, SUITE 3730

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CHARLES D. BAKER  
GOVERNOR

KARYN POLITO  
LIEUTENANT GOVERNOR

JAY ASH  
SECRETARY

NAM PHAM  
ASSISTANT SECRETARY

July 1, 2016

Mr. Robert Kahler  
Cisco Systems, Inc.  
Tax Department  
P.O. BOX 640550  
San Jose, CA 95134

**Notice of Decertification of Cisco Systems, Inc.**

Dear Mr. Kahler:

In accordance with 402 CMR 2.16 (5) you are hereby notified that pursuant to 402 CMR 2.16 and Mass. G.L.23A Section 3F, the Economic Assistance Coordinating Council (EACC) has approved the decertification of Cisco Systems, Inc. located in Boxborough at the June 22, 2016 meeting of the EACC. Decertification revokes the EACC's approval of the Certified Project designation under the Economic Development Incentive Program (EDIP).

According to Mass. GL 23A, Section 3F, the EACC finds that Cisco Systems, Inc., as a party to the Certified Project in question, has been decertified as the company was found to be out of compliance with job creation per the Fiscal Year 2015 Annual Report

This decertification effectively makes any outstanding state tax credits from 2016 and into the future null and void. The town of Boxborough will be notified and if applicable, it is left to the discretion of the town as to whether to keep the local incentive in place. As a result of decertification, you are no longer required to file an Economic Development Incentive Program Annual Report.

If you have any questions concerning this matter, please call 617.973.8536.

Regards,

Annamarie Kersten  
Economic Development Incentive Program

Copy: Economic Assistance Coordinating Council  
town of Boxborough  
Department of Revenue  
Peter Milano, Senior Regional Director

## Restatement of EACC Board Policy 2013-3

### Termination and Extension of Local Tax Incentives after Revocation of Project Certification Originally approved May 23, 2013 Amended June 24, 2014 effective immediately

This policy clarifies the circumstances in which the EACC's revocation of certification of a project will result in the termination of a Tax Increment Financing agreement (TIF agreement) between a host municipality and the private owner of the decertified project.

#### ***Policy on TIF Agreement Termination***

The EACC's revocation of a Certified Project's certification will result in the termination of a TIF agreement applicable to the decertified project if:

- (1) The terms of the TIF agreement expressly provide for termination of the agreement upon the revocation of the project certification; *or*
- (2) As a result of the revocation, the project no longer fulfills the terms and conditions of the municipal action authorizing the host community to enter into the TIF agreement; *or*
- (3) The EACC determines that, as a result of the revocation, the municipal TIF plan no longer will further the public purpose of encouraging increased industrial and commercial activity in the commonwealth.

A TIF agreement will remain in place after the EACC revokes a project's certification, if the TIF agreement does not expressly provide for its termination upon the revocation of the project certification, *and* the continuation of the TIF agreement is consistent with the original municipal authorization, *and* the EACC determines that the municipal TIF plan will continue to encourage increased industrial and commercial activity in the commonwealth notwithstanding the EACC's revocation of project certification.

#### ***Amendment of TIF Agreements***

If in accordance with this policy a TIF agreement will terminate as a result of the EACC's revocation of project certification, the host municipality may permit the continuation of the tax increment financing by amending the TIF agreement to change the economic development goals of the project. In such a case, the host community should (1) notify the EACC that it will amend the TIF agreement; (2) duly authorize the amendment, including a vote of town meeting, town council, or city council with the approval of the mayor, as required by law; and (3) submit the fully executed amendment to the EACC for approval by the EACC. The EACC shall allow the host municipality to levy taxes on the de-certified project in accordance with the original TIF agreement until the date of the EACC's approval of the amended TIF agreement, but not for more than one year after the date of EACC vote to revoke the project certification.



**FY 2016 BoS Goals and Projects  
Status at 9/19/16**

**Goals**

All citizens will be accorded respect, courtesy, and fair due process by Town employees and members of all boards and commissions dealing with the public. Policies will be created for key government functions, based upon generally accepted practices throughout the Commonwealth.

Promote transparency in town government. Continue to provide information about town government, including related documents (e.g. minutes, bylaws, contracts), on town's website.

Expand the communication channels among the BoS, department heads and boards/commissions - by instituting formal quarterly meetings with department heads and meetings at least semi-annually with all boards. Liaisons should meet with department heads on a monthly basis. Expand communication channels among the selectmen, keeping all members informed.

Reinforce a high level of accountability flowing down from the BoS to the departments by creating overall goals for the town government and flowing specific contributing objectives and priorities to the department heads. Performance reviews will be based upon an accounting of actual performance against the agreed-upon objectives and priorities. Refine performance tool.

Formalize a personnel and capital resource planning activity in order to effectively prioritize potential personnel additions, infrastructure requirements, capital equipment purchases, and other large discretionary acquisitions such as land purchases in an environment of limited and possibly shrinking resources. This will require department heads, boards and commissions to carefully forecast personnel, infrastructure, capital, and real property needs and priorities. These individual forecasts will be integrated and prioritized from a town-wide perspective in order to constitute comprehensive five-year and ten-year plans that will form the basis for effective town meeting actions.

Establish several realistic goals and participate in regional and statewide municipal organizations working toward improvements in local revenue distributions, effective development policies, regional management of emergency services, affordable housing policies and other resource management issues. Review potential for consolidation of services within the town.

Goal / Project	BoS Team Leader/Liaison	Team Members	Priority	Start Date	Target Date	Deliverables	Status	Date Completed (if not ongoing project)	Notes
Annual Goals Workshop	BoS Chair	BoS/TA			Annually in September; status of goals to be reviewed quarterly				Did not review quarterly. First review 9/19/16
Appreciation Event	Vince Amoroso	BoS			Annually in September	Fun time for volunteers and staff		9/17/16	

P.9.

**FY 2016 BoS Goals and Projects**  
**Status at 9/19/16**

<b>Goal / Project</b>	<b>BoS Team Leader/Liaison</b>	<b>Team Members</b>	<b>Priority</b>	<b>Start Date</b>	<b>Target Date</b>	<b>Deliverables</b>	<b>Status</b>	<b>Date Completed (if not ongoing project)</b>	<b>Notes</b>
Information Technology (incl WAN and VoIP)	Les Fox	Les Fox/Dept. heads		ongoing		Immediate needs and long-term strategy for networks (including servers), email, desktops, security, licensing and cable.	Ongoing		Continue to monitor steady-state operations, review costs to repair & determine best approach forward (consultant, employee or hybrid) for FY 18 and beyond
						Training session for staff on trouble-shooting common problems.	Guardian has been asked to arrange		TA pursuing with Guardian and Town staff
						VoIP maintenance and support	Ongoing		Part of complete IT support
Cable Operations		Les Fox/TA				Upgrading of cable system	Ongoing		First phase completed in June 2016. Second phase to be completed with Grange Meeting Room renovations.
Capital Asset Management Plan	Jim Gorman	Inspector of Buildings				Narrative describing each of the assets, the life cycle and current overall status of the town's infrastructure as well as plans for managing the replacement/repair of those assets. Should also include Inventory of town roads, with condition, anticipated useful life, repair schedule and potential funding for those	Ongoing		
Capital Plan	FinCom	Ted Kail				Excel linked spreadsheet by years and departments in detail, including annual debt service	Ongoing		To tie together with capital asset mgt plan, perhaps an addl column could be added to provide description of each item and how it is used.
5-Year Personnel Plan	BoS liaisons to dept. heads	Primary dept. heads				Comprehensive town-wide integrated plan of personnel resource utilization	To be reviewed during budget process		

**FY 2016 BoS Goals and Projects  
Status at 9/19/16**

Goal / Project	BoS Team Leader/Liaison	Team Members	Priority	Start Date	Target Date	Deliverables	Status	Date Completed (if not ongoing project)	Notes	
Town Hall Improvements	Susan Bak	BI/DPW Director/TA				Replace Grange Meeting Room floor			To be completed with rest of GMR improvement.	
						Drop ceiling - replace			Funding approved at ATM in May 2016. Expect that project will go out to bid in late fall/early winter.	
						Grange meeting room stage				
						Foundation and paving improvements (T Hall, DPW and Hist museum)		Paving completed. Landscaping plan in the works.		Landscaping on hold. Town meeting passed over article for front of Town Hall. FinCom and BoS want to pursue CPA funding. DPW may be able to provide some temporary assistance in the fall.
LEPC/Emergency Mgt	Jim Gorman				Ongoing	Updated CEMP, semi-annual meetings	Unknown			
						Emergency preparedness guide for residents	No progress		Not discussed at goals workshop.	
Master Plan Review	BoS (and Planning Board) to provide "oversight"	Stakeholder boards			2 - 3 times per year	Implementation of Master Plan recommended goals	Town Planner arranging with boards. Perhaps October meeting?		BoS/Planning Board to hold meetings 2-3 times per year with stakeholder boards to review implementation of Master Plan.	
Department Head Negotiations	Amoroso and Bak (TA) Chair and Liaison (PC) Chair and Liaison (DPW) Chair and Liaison (FC)				Various	Negotiated contract and salary	TA - completed through retirement (Sept or Dec 2016) Fire Chief - completed through retirement (Aug 2018?)		Police Chief & DPW Director have been negotiated through June 2017; must be notified by 12/30/16.	
Department Head Reviews	BoS				Not determined					
Disposition of Foreclosed & Tax Title Properties	Susan Bak	TA, Town Treasurer		Fall 2011	Spring 2016	Possible revenue to town	Incomplete		Looking for further input from AgComm, BHB and ConsComm.	

**FY 2016 BoS Goals and Projects**  
**Status at 9/19/16**

<i>Goal / Project</i>	<i>BoS Team Leader/Liaison</i>	<i>Team Members</i>	<i>Priority</i>	<i>Start Date</i>	<i>Target Date</i>	<i>Deliverables</i>	<i>Status</i>	<i>Date Completed (if not ongoing project)</i>	<i>Notes</i>
Slow Road Task Force	Les Fox			Fall 2011	2015	Develop a plan for moving forward with aff housing project	<i>RFP being reviewed by special counsel.</i>		
Procurement Delegation	James Gorman	TA				Recommendation on potential delegation of some levels of procurement	<i>TA has provided fall training schedule to dept heads.</i>		
Minuteman Regional High School	Vince Amoroso, Susan Bak	Vocational Education Advisory Comm			Spring 2016	Information to Town Meeting to enable informed decision regarding voc ed for Boxborough residents	<i>Completed Feb 2016. Town withdrawing from District effective 7/1/17</i>		
Public Safety Facility	BoS	Police and Fire Chiefs, TA				Plan to provide improved facility (ies) to meet needs of public safety	<i>Charge for new committee, to be co-chaired by BoS and FC, being developed.</i>		<i>Will combine efforts and look at DPW facility needs as well</i>
DPW Facility	BoS	DPW Director, TA				Plan to provide improved facility to meet needs of DPW	<i>See remarks under Public Safety Facility</i>		<i>Combining efforts with Public Safety facilities study</i>

7a  
**Budget & Warrant Article Timeline**  
FY 2018

- September 19      BoS discusses budgetary guidelines:
- **Prepare a zero-based budget.** Budget managers (i.e. dept heads/committee chairs) should prepare their budgets from the bottom up, starting from **zero**. (The prior year's budget should **NOT** be used as the base).
  - Define the level of budget necessary for the operation of the department/board and identify the key underlying assumptions. **Be prepared to provide a rationale for your budgetary decisions identifying how the funding requested relates to the level of service proposed.** Itemized or summarized line-by-line expenditures will help reduce the need for further explanation by reviewing committees.
  - Salaries will be tied to contractual obligations, or for those employees under the Personnel Plan, to the Classification and Compensation Schedule. For the purposes of preparing the first pass at the budget, Compensation Schedule wages should be calculated with a **1.5%** increase and a step increase where appropriate.
- September 22      *CPA Step 1 Preliminary Applications Due to CPC*
- October 18      Staff Meeting:
- Relate budget message
  - Review budget process and timeline
  - Accountant distributes budget packages (hard and soft copies) to all departments and committees
- October 18 –  
November 21      Budget Managers prepare budgets with assistance provided by TA and Accountant if requested. Questions regarding growth, operations, etc. and clarifications on budget guidelines, should be directed to TA. Mechanical issues and historical data questions should be directed to the Accountant.
- October 27      *CPA Step 2 Final Applications Due to CPC*
- November 22 –  
December 9      BoS liaisons, along with respective FinComm liaisons, meet individually with primary department heads (Police, Fire, Dispatch, DPW, and TA) to begin first review of budgets, ensuring consistency with budget guidelines and working with department heads to make reductions or other changes as necessary.  
Budget Managers revise budgets accordingly
- November 21      *Dept & Committee Comments on Proposed Projects Due to CPC*
- December 1 (& 15?)      *CPC Public Hearing*
- December 13      Deadline for returning budget packages to Accountant (hard and soft copies). Any budgets submitted without summary document will be returned to preparer. Please follow sample documents for summary details.  
*Budget managers shall also submit intent and scope of proposed capital warrant articles for Annual Town Meeting (soft copy to TA and Accountant). Please follow directions in Article Submission paperwork.*
- December 14 –  
December 16      Accountant assembles budget books for TA, BoS & FinComm.
- December 19      BoS and FinComm receive budget books/electronic files.

# Budget & Warrant Article Timeline

FY 2018

- December 19 BoS perform cursory review of budgets (& warrant articles). Selectmen note “red flag issues” and determine which board/departments they would like to invite in for further discussion. BoS liaisons work with those budget managers to revise budgets as necessary and to schedule appointment with full BoS in January and February as needed. FinComm starts review of budgets, receiving additional input/clarification as necessary from TA and budget preparers. If needed, FinCom will prepare additional analyses and run scenarios. [N.B. BoS will determine appropriate service levels]
- January 5 *CPC Final Votes on all CPA Projects moving forward*
- January 9 BoS and FinComm meet with 2 primary department heads on alternating basis, or jointly, to review budgets.
- January 23 BoS and FinComm meet with 2 primary department heads on alternating basis, or jointly, to review budgets.
- February 6 BoS and FinComm meet with remaining 2 primary department heads on alternating basis, or jointly, to review budgets.
- February 6 (TBD) *Planning Board Public Hearing*
- February 8 (Wed) *Departments/Committees submit final details for warrant articles in electronic format to TA & Accountant.*
- February 13 BoS and FinComm meet with boards/committees as necessary to review budgets  
BoS and FinComm Final votes on budgets  
*BoS closes warrant to any new articles. [BoS liaison to the committee/department will work with sponsor of article and will be responsible for writing the recommendation on behalf of the BoS, as well as presenting at ATM. If liaison is away, Chair will assign responsibility to another member.]*
- March 6 BoS & Personnel Board Joint Public Hearing on any proposed Personnel Plan changes (may try to move this up, depending upon other proposed changes to Personnel Plan).  
Public hearing on any other proposed general bylaws
- March 8 (Wed) *Departments/Committees submit final language for warrant articles in electronic format to TA.*
- March 14 (Tues) *Final deadline for All written recommendations. Committees submit recommendations in electronic format to TA. (Recommendations should apply only to the scope and responsibility of the board).*
- March 20 *BoS finalizes language for warrant articles.  
BoS meet with FinComm and determine funding sources for articles.  
BoS/FinComm take final votes on warrant articles.*
- March 28 (Tues) FinComm deadline for the FinComm Report
- April 3 BoS signs warrant.
- April 21 (Fri) Last possible date for warrant to be posted by Constable and mailed to town’s residents.

Budget & *Warrant Article* Timeline  
FY 2018

- May 1 All Presentation Materials Due to TA
- May 8 Town Meeting Begins
- May 16 (Tues) Town Election

“Committee,” “Board,” and “Commission” are used synonymously.  
Budget manager and dept head/committee chair used synonymously as well.

DRAFT

# Budget & Warrant Article Timeline

FY 2018

**Communication is key to a successful Town Meeting process. Budget managers must communicate to the Board of Selectmen and Finance Committee through their liaison and likewise, the BoS and FinCom must ensure that budget managers are fully apprised of any and all proposed changes to their submitted budgets and Articles. Changes to the Budget will be made through the revision process by the *Budget Manager, not the FinComm or BoS or liaisons.***

## BUDGET PROCESS

- In order to maintain control of the master budget, only the Accountant will update the electronic master file.
- **After the initial submission of budgets to the Accountant by December 13, any and all proposed revisions will be handled as detailed below.**
  1. Revisions must be submitted to Accountant in order to be included in the next revision. Revisions may not be published every week. Accountant will have discretion to publish bi-weekly depending on the quantity and timeliness of information.
  2. Each time that a budget manager proposes revisions to the department/board budget, the budget manager will complete and email to the Town Accountant two documents to detail the proposed revisions:
    - a) **Budget worksheet.** Budget manager will ensure that all numbers tie out to any subsidiary salary worksheets.
    - b) **Budget revision form.** The budget revision form will be provided after original budget submission to the Town Accountant. The spreadsheet for each department will be used to keep a running total and explanation of **all** changes submitted since the original budget.
      - i. The starting point for the first revision will be the original submitted department budget. The budget manager will list proposed revisions line by line, listing amounts and the explanation for each proposed revision. The worksheet will then sum the total of the revisions and the original submitted budget to arrive at a "New Total Dept. Budget."
      - ii. The starting point for subsequent revisions will be the last "New Total Dept. Budget."
  3. Town Accountant will ensure that proposed revisions are properly reflected on budget worksheet and that budget worksheet is in balance with subsidiary salary worksheets.
- Accountant will update electronic budget file and will
  1. include revision and date on the budget and any supplemental worksheets as updated
  2. distribute an electronic file (paper copies will be provided by request) of all changes included in the revision to the BoS, FinCom and TA
  3. distribute electronic copies (paper copies will be provided by request) of individual revised department/committee budgets to the affected department heads and committees
  4. provide electronically a public display version of the budget file (excluding salary worksheets) to Town Clerk, for placement on the town's website

## WARRANT ARTICLE PROCESS

- All Warrant Article information must be sent to both the Accountant for inclusion in the Financial Model and to the Town Administrator for inclusion in the Warrant. In order to maintain control of the financial totals, only the Accountant will update the electronic master file. Any revisions will follow the revision process outlined in the article packet.
- Articles have three stages that must be followed: Intent and Scope (December 13); Details (February 8); and Final Language (March 8). Once *all three* steps are complete, Votes and Funding Sources will be determined.
- A new form/instruction packet is available for Warrant Articles. Please let the Accountant know if you intend to submit any articles, there are new steps to follow.

Town Meeting Budget Warrant Article Calendar  
FY 2018

September

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Holiday	6	7	8 State Election	9	10
12	13	14	15	16	17
19 BoS Call STM for 12/12/16 ATM Budgetary Guidelines	20 Minuteman District Vote	21	22 CPC Step 1 Prelim Applications Due	23	24
26	27	28	29	30	

October

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1
3	4	5	6 CPC Prelim Application Review	7	8
Holiday	11	12 STM Proposed Articles Due	13	14	15
17 STM Warrant Closed BoS meet w Article Presenters?	18 Budgets Docs distributed by Accountant	19	20	21	22 BoS Goal Setting
24	25	26 STM Final Article Language & Recommendations Due	27 CPC Final (ATM) Applications Due Deadline for Capital Plan Requests	28	29
31 STM Final Votes & Warrant Signed					

Town Meeting Budget Warrant Article Calendar  
FY 2018

November

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5
7	8 Presidential Election	9	10	Holiday	12
14	15	16	17	18	19
21 CPC Committee Reviews Due	22 Liaisons begin Budget meetings with Dept Heads	23	Holiday	25	26
28 STM Warrant Mailed	29	30			

December

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 CPC Public Hearing	2	3
5 STM Presentations Due	6	7	8	9	10
12 STM Begins	13 Budgets Due to Accountant ATM Articles Due (Scope)	14	15	16	17
19 Budget Books Distributed to FinComm & BoS	20	21	22	23	24
Holiday	27	28	29	30	31

Town Meeting Budget Warrant Article Calendar  
FY 2018

January

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Holiday	3	4	5 CPC Votes on Projects to Recommend	6	7
9 BoS & FinComm review budgets w Fire? & Police?	10	11	12	13	14
Holiday	17	18	19	20	21 School Budget Workshop
23 BoS & FinComm review budgets w TA? & DPW?	24	25	26	27	28
30	31				

February

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 CPC Draft Articles	3 Calendar/FY 2016 Annual Reports Due	4
6 BoS & FinComm review budgets w Library? & School?	7	8 Final Article Details Due	9	10	11
13 *BoS & FinComm review budgets w Committees? *Final Votes on Budget *BoS Closes Warrant	14	15	16 School Committee Budget Hearing	17	18
Holiday	21	22	23	24	25
27	28				

Town Meeting Budget Warrant Article Calendar  
FY 2018

March

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4
6 BoS Public Hearings (incl Personnel)	7	8 Final Article Language Due	9	10	11
13	14 All Recommendations Due on All Articles	15	16	17	18
20 BoS / FinComm joint Funding Sources & Final Article Votes	21	22	23	24	25
27	28 FinComm Report Due	29	30	31	

April

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1
3 BoS Signs Warrant	4	5	6	7	8
10	11	12	13	14	15
17	18	19	20	21 Warrant Mailed	22
24	25	26	27	28	29

Town Meeting Budget Warrant Article Calendar  
FY 2018

May

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Presentations Due	2	3	4	5	6
8 ATM Begins	9	10	11	12	13
15	16 Town Election	17	18	19	20
22	23	24	25	26	27
Holiday	30	31			



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**Cheryl Mahoney**

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**From:** Elizabeth Markiewicz <emarkiewicz@boxborough-ma.gov>  
**Sent:** Wednesday, September 14, 2016 1:05 PM  
**To:** 'Cheryl Mahoney'  
**Cc:** 'Selina Shaw'  
**Subject:** Temporary Constable

Hi Cheryl,

Could you make up a slip to appoint John Fallon as temporary constable from September 20 to December 31, 2016? And put his appointment on the agenda for Monday, September 19?

Thanks!

Liz

Elizabeth A. Markiewicz  
Town Clerk  
29 Middle Road  
Boxborough, MA 01719  
978-264-1727

*Hours:*

*Mon-Thurs: 9am-2pm*

*Monday evenings: 6pm-8pm*







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TOWN OF BOXBOROUGH  
Jennifer Barrett, Town Accountant  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: 978-264-1716 · Fax: 978-264-3127  
jbarrett@boxborough-ma.gov

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September 15, 2016

Les,

Here is a recap of the Hager Well meeting with ABRSD last week, from the financial perspective.

ABRSD owes Boxborough for Hager Well operational expenses \$36,243.77 (Actual expenses at 78% for FY15 \$18,465.64 and 75% for FY16 \$17,778.13)

Boxborough owes ABRSD a refund for over-charging on debt \$12,531.09 (Net adjustment for overstating debt, using 78% FY15, 75% FY16, and 75% FY17, including adjustment of Table 6 credits) Net: ABRSD owes Boxborough the difference \$23,712.68

I will send an invoice following BoS approval of the above. The remaining \$12,531.09 of the expense obligation will be paid by ABRSD directly to the Town of Acton due to the overcharging of debt. Clare will take care of informing Acton Finance of the situation, I have offered to help explain if necessary.

For future accounting, Clare's and my understanding are as follows. This needs to be put into an "amendment of the amendment for the IMA or MOU", however you (BoS), the School Committee and Counsel see fit.

#### Implementation Guidelines for Hager Well and Shared Septic Accounting

1. Boxborough's debt for the Hager Well and Shared Septic retires in 2026. Boxborough will continue to pay the yearly total obligation directly to the bank. We will provide yearly debt obligation amounts to ABRSD for inclusion in Table 6 in the fall of budget season. Due to timing, we will provide the amount using the percentage rate based on meter readings for the previously completed fiscal year. For example, when budgeting for FY18 in the fall of 2016, we will use FY16 meter readings to determine the percentage usage. This percentage will hold firm and not adjust Table 6 or budgeting regardless of usage during the budget year. As well, FY19 debt percentage will be based on FY17 actual usage for the fiscal year in entirety.
2. Operational expenses will be paid by Boxborough through the regular warrant process. Quarterly (Sept, Dec, Mar), Boxborough will invoice ABRSD a portion of the expenses based on the prior year's actual usage percentage. The final fiscal year invoice (June) for all operational expenses will include an adjusting factor for actual meter reading percentage for the fiscal year. For example: FY17 Sept – Mar invoicing will be based on FY16 percentage of 75%. In June, the total expense cost will be calculated on the FY17 actual meter percentage and the 3 quarterly payments will be deducted from the total yearly cost. This re-averaging will eliminate the peaks and valleys of usage and billing over the course of a year.
3. Boxborough will, to the best of our ability, inform ABRSD in a timely manner of any out-of-the-ordinary or exceptional services required regarding maintenance or capital expenses for the Hager Well or the Shared Septic. Capital expense requirements will be discussed as soon as practicable and if necessary, costs will be apportioned under separate agreement as agreed on a case by case basis.

Please let me know if you have any further suggestions or comments.

Jennifer





**Internal Communications & Outgoing Communications  
September 19, 2016**

1. Email from Kevin Mahoney member of the Historical Commission (BHC), dated September 4, 2016, to the Board of Selectmen regarding Boxborough2030's BHC's short term action items.\*
2. Cover Memorandum from MBTA Advisory Board Exec. Dir., Paul Regan and MAPC Exec. Dir., Marc Draisen, dated September 6, 2016 to "Chief Elected Official" accompanying materials related to the Municipal Elections to the Boston MPO; 2016 MPO Election Nomination Papers; and other attached miscellaneous informational material.
3. Copy of letter from resident Mark Johnson, dated September 4, 2016, to DPW Director Garmon regarding his concerns about drainage issues on Flagg Hill Road.
4. Letter from MMA Exec. Dir. & CEO, Geoffrey Beckwith, dated September 7, 2016 to "Local Official" announcing the Fall Legislative Breakfast meetings schedule (9/30/16 – Sargent Memorial Library). #
5. Copy of correspondence from Town Counsel, Atty. Jonathan Eichman KPLaw, dated September 9, 2016, to Land Court Clerk's Office in the matter of Phaneuf, etal V. Town of Boxborough.

# Previously distributed

\* Indicates that the item is included in the agenda packet as well as in the general notebook.

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## Cheryl Mahoney

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**From:** Kevin Mahoney <kvnjmhny@gmail.com>  
**Sent:** Sunday, September 04, 2016 9:20 AM  
**To:** aduchesneau@boxborough-ma.gov; Selina Shaw  
**Cc:** Cheryl Mahoney; alan.rohwer@verizon.net  
**Subject:** Historical Commission's Boxborough2030 Action Items

PLEASE FORWARD TO SELECTMEN & PLANNING BOARD:

To the Board of Selectman & Planning Board :

*Action 1.1.1.1. Review and prioritize recommendations of Boxborough Reconnaissance Report: Freedom's Way Landscape Inventory and Implement as appropriate.*

**Response;** The Historical Commission would like to look in to CPA funding for this item. The last time this report was created was in 2003 and a 2001 Town Meeting article was used to fund this project. The Commission's goal would to have the inventory professionally reviewed and updated as needed.

*Action 1.1.1.4. Conduct a survey and inventory of historic resources.*

**Response:** The Historical Commission would, once again, look to CPA for funding this effort. Last time this report was created in 2006.

*Action 1.1.1.5 Consider additional protections for local historic resources in consultation with the Massachusetts Historical Commission.*

**Response;** The commission would like to make this a long term action item. We do not believe Boxborough is ready to comply with the necessary rules and regulations in regards to historical districts. Over the years the creation of a historic districts has been investigated on three separate occasions and was rejected each time.

*Action 1.1.2.2 Create signage (e.g, 'welcome to Boxborough "') in Town Center District to enhance town image and visibility as well as ease of navigation.*

**Response:** The BHC believes it is premature to act on this as the Planning Board is reformatting property lines around town. The main concern is to avoid redundant efforts. Once the is clarified, the BHC can order the new signs.

Yours Truly



**Minutes, Notices and Updates**  
**September 19, 2016**

**Minutes**

1. Minutes of a Zoning Board of Appeals meeting held August 2, 2016

**Notices**

1. Notice of ABR School District related meetings:
  - a. Outreach Subcommittee held September 7, 2016
  - b. Negotiation Subcommittee [Executive Session] held September 8, 2016
  - c. Budget Subcommittee held September 14, 2016
  - d. Policy Subcommittee held September 14, 2016
  - e. Regular ABRSC meeting held September 15, 2016
  - f. Acton Health Insurance Trust meeting to be held September 23, 2016
  - g. Concord Area Special Ed. Collaborative meeting to be held September 16, 2016
2. Notice of an Acton-Boxborough Cultural Council meeting held September 12, 2016
3. Notice of a Recreation Commission meeting to be held September 13, 2016
4. Notice of an Agricultural Commission meeting to be held September 13, 2016
5. Notice of a Town Meeting Study Committee meeting to be held September 14, 2016
6. Notice of an Energy Committee meeting to be held September 14, 2016
7. Notice of a Finance Committee meeting to be held September 19, 2016
8. Notice of a Boxborough Leadership Forum meeting to be held September 20, 2016
9. Notice of a Personnel Board meeting to be held September 21, 2016
10. Legal Notice from the Zoning Board of Appeals for a Public Hearing to be held September 27, 2016 to consider an application filed by Larry White appealing BICAO decisions concerning the subject properties known as 1102 Mass. Ave. [Smith] and 1034 Mass. Ave. [Phaneuf R.T.]
11. Notice of Public Hearing & Request for Comments from the Mass. Dept. of Telecommunications and Cable. "To Reduce Unnecessary Regulatory Burdens" Hearing to be held October 31, 2016.

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**General Correspondence  
September 19, 2016**

1. Summer 2016 Baystate Roads Program's Newsletter, *m<sup>3</sup> Quarterly* (fka *Mass Interchange*).
2. Summer 2016 MetroWest Collaborative Newsletter.
3. Invitation from Archbishop Sean O'Malley to attend a Thanksgiving Mass on October 9, 2016.