



BOARD OF SELECTMEN
Meeting Minutes
August 29, 2016

APPROVED: September 19, 2016

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. 19th 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 11th. Seconded by Member Bak. **Approved 3-0.**
 - It was reported that Member Amoroso has been working on the necessary materials to establish the Municipal Building Committee and hopes to have them ready to present at the September 19th 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 adjoining 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 12th. 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 19th meeting.

CORRESPONDENCE

- The Board was provided a copy of the new MART Contract, as a read ahead for discussion on September 19th. 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.

SELECTMEN'S ANNOUNCEMENTS
AUGUST 29, 2016

- **Selectmen Agenda packets** are available from links on the Town's website, from the calendar or the Selectmen's webpage.
- Our young people are **returning to school this Wednesday, August 31st** so students will be out walking and buses will be picking up around town. The Boxborough Police Dept. will be strictly enforcing the 20 MPH speed limit in the Blanchard School Zone. Please use care and have patience while driving, especially during the morning commute.
- In observance of **Labor Day** Town Offices will be closed next Monday, September 5th.
- Voting in September:
 - The **State Primary Election** will take place on **Thursday**, September 8th 7 am – 8:00 pm and
 - On Tuesday, September 20th from Noon – 8:00 pm there will be a **District-Wide vote** to approve bonding for the construction of new Minuteman School facility. Because Boxborough will still a member of the Minuteman District until June 2017, Boxborough voters are entitled to vote on this. However, this vote will have no financial impact on Boxborough.

The Polls for both the State Primary and the Minuteman Ballot shall be in the Grange Meeting Room here at Town Hall. Absentee Ballots for both Elections are now available. Go to the Town Clerk's webpage or contact her office at 978-264-1727 for more information.

- **If you have not still have not gotten your FY 17 Transfer Station Sticker. Please be aware that the Application fee increased on August 1st to \$180.00.** Please refer to the Transfer Station webpage or call the DPW for more information.
- This year's **Household Hazardous Waste Day** will be Saturday, Oct. 29, 2016 from 9:00 AM – 1:00 PM. This will be held at the DPW Highway Barn, 577 Mass Ave. Notices have been posted around Town and on the town website. There is no charge and you do not need to a transfer station sticker however, Proof of residency is required. The cost to the town is based on number of vehicles so please consider consolidating with your neighbors to keep our cost down. For further information contact the DPW at 978-264-1790.
- **Drought.** As noted previously, we are experiencing a significant drought. By some estimates we have not seen the like for 100 years. The Mass Dept of Energy and Environmental Affairs has declared a Drought Watch for our area Nearby towns of Acton, Concord, and Maynard have recently banned all outdoor watering. The Selectmen continue to encourage everyone to be mindful of their consumption of our shared water resources and to be sparing with discretionary uses. We will add a section to the town website with links to useful information resources on the drought and some water conservation tips.
- Folks may have noticed some **tree clearing on the south side of Mass Ave** a little west of Stow Road. This is an access road for the drilling of wells related to a housing development in the Town Center district that is currently before the Planning Board. For further information about the proposed development, please contact Town Planner Adam Duchesneau at 978-264-1723.
- Town Volunteers, Staff members and their families are asked to join the Boxborough Board of Selectmen for their Annual **Volunteer and Staff Appreciation BBQ** to be held on Saturday, Sept. 17th from 4 - 7 PM. on

the lawn of the UCC Church across from Town Hall. Please contact Cheryl Mahoney at 978-264-1714 to RSVP or for more information.

- The **Acton-Boxborough Farmers' Market** is open on Sundays from 10 AM to 1 PM. The market is located on Pearl Street just off of Mass Ave./Route 111 in West Acton Village.
- Come join your friends and neighbors at **Boxborough's Harvest Fair** on Saturday, September 10th from 11:00 to 4:00 here at the Boxborough Town Hall and UCC Church. Start preparing your entry for the fair.
- We invite you to explore the Town's website www.boxborough-ma.gov. Information such as the **Transportation options** available for those living or working in Boxborough has been posted on our Town website's homepage on the left-hand side under Resources.
- These Selectmen's meetings and other events can be viewed by the following link from the Town website's homepage on the left-hand side under Resources: **BXB-TV On Demand**. Also, Improvements have been made to our **broadcast systems** and our **Video On-Demand services**. We hope that residents have found these changes improved the quality of their viewing experience. If you have comments or suggestions that can help us make further improvements, please send email to the Town Administrator, Selina Shaw or call her Assistant, Cheryl, at 978-264-1714.
- High School students and Adults with **audio/video experience** who are willing to be trained to work on an as-needed basis for **BXB-TV**, our government channel are being sought. Candidates would assist with the filming of various Town-related meetings and events. Please submit your information to BXB-TV Video Production Supervisor Kirby Dolak at Littleton Cable TV, 37 Shattuck St., Littleton, MA 01460, or submit via email to kdolak@littletonma.org
- **Town Departments** welcome your questions and feedback on services. Please contact them through the email hyperlink appearing on each department's webpage, give them a call, or stop in to chat. If you are unable to stop in during normal office hours, don't hesitate to call and make an appointment for a mutually convenient time outside of normal hours.
- The Board of Selectmen continues to look for volunteers willing to serve on the various **Town boards and committees**, many of which have openings: Acton-Boxborough Cultural Council (2), Conservation Commission (1), Design Review Board (2 at-large members), Energy Committee (1), Historical Commission (2), Housing Board (1), Public Celebrations & Ceremonies Committee (2), Recreation Commission (3), Steele Farm Advisory Committee (2) and the Well-Being Committee has (2 at-large vacancies). Also, the Town Moderator is seeking two (2) volunteers to serve on the Finance Committee. Please consider participating on a Town board. You will find it to be a worthwhile and rewarding experience. No matter what your knowledge or interest is, we can use your help in making Town government work.
- The **Selectmen want to hear from you**, and we invite residents to contact them regarding issues of concern. The Board can be contacted via email from the link on the Selectmen's webpage.



BOARD OF SELECTMEN
Meeting Agenda
August 29, 2016
Boxborough Town Hall
Grange Meeting Room

1. CALL TO ORDER, TOWN ADMINISTRATOR'S OFFICE 6:45 PM

2. EXECUTIVE SESSION

Move 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

**ROLL CALL
VOTE:**

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

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

3. ANNOUNCEMENTS

4. APPOINTMENTS

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

- a) Adam Duchesneau, Town Planner, regarding MassWorks Infrastructure Program Application for Route 111 Pedestrian Improvements, 7:10 PM

Move 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 BoS; 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

VOTE:

- b) Geoffrey Kerr, Treasurer of the Acton-Boxborough Rotary Club, regarding use of Boxborough town seal, 7:25 PM - **Tentative**

VOTE:

- c) Citizens concerns

5. MINUTES

- a) Regular session, July 11, 2016
b) Regular session, August 8, 2016
c) Executive session, August 8, 2016
d) (Confidential) Collective bargaining session notes, FF CBU, August 9, 2016
e) Executive session, August 11, 2016

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

6. SELECTMEN REPORTS

7. OLD BUSINESS

- a) Moran Property – execution of conveyance agreement with Commonwealth Properties Group, Inc.(CPG)
(tentative - assuming all is in order with corporate status of CPG)

Move to enter into a conveyance agreement with Commonwealth Properties Group, 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:

- b) Establishment of new committees

- i. Town Meeting Study Committee – adopt charge

NB: On July 11, BoS voted to appoint members, but did not vote to adopt the charge

Move to adopt the "Charge for the Town Meeting Study Committee" as written (... or as revised) **VOTE:**

- ii. Economic Development Committee - **tentative**

- ii. Water Resources Committee - **tentative**

8. NEW BUSINESS

- a) Employee Appreciation – Selectmen “Assignments”

- b) Memorandum of Agreement – Boxborough Professional Firefighters Association, PFFM, Local 4601

Move to 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

VOTE:

- c) Potential Special Town Meeting Timelines

9. CORRESPONDENCE

ACCEPT & POF

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

10. PRESS TIME

11. CONCERNS OF THE BOARD

12. ADJOURN

Upcoming Board of Selectmen Meetings

9/19; 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

Appreciation Event: 9/17

U 4/a

2016 MassWorks Grant Application Route 111 Sidewalk – Library to Liberty Square Road

SECTION 1 - APPLICANT INFORMATION

Name of Municipality or Public Entity

Tow n of Boxborough *

Executive Officer or Designee for Project

Leslie Fox, Chair of the Board of Selectme *

Application Contact (if different from above)

Adam Duchesneau

Title:

Tow n Planner *

Address:

29 Middle Road *

City:

Boxborough *

State:

MA

Zip:

01719 *

Phone:

(978) 264-1723

Fax:

(978) 264-3127

E-mail Address:

ADuchesneau@Boxborough-MA.gov

SECTION 2 - PROJECT TYPE AND DESCRIPTION

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

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

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

Yes No

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

Yes No

2.3. Project Description

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

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

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

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

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

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

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

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

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

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

SECTION 3 - PUBLIC INFRASTRUCTURE PROJECT

3.1. Amount of funds requested

*

3.2. Name of proposed project

Route 111 Pedestrian Improvement Project

3.3. Project site address

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

3.4. Is the project site publicly owned?*

Yes No

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

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

3.5.b. If other, please explain.

(N/A)

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

Yes No

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

(N/A)

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

Yes No

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

Yes No

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

Yes No

SECTION 4 – PREPARING FOR SUCCESS

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

Yes No

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

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

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

Yes No

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

Yes No

4.7.b. If no, please explain.

N/A

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

Yes No

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

Yes No

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

The 495 MetroWest Development Compact Plan

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

Yes No

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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

N/A

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

- Priority Development Area
- Priority Preservation Area

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

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

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

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

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

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

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

Yes No

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

Yes No

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

Route 111 (Massachusetts Avenue).

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

Yes No

SECTION 5 - PROJECT MAP

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

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

SECTION 6 - BUDGET AND SOURCES

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

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

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

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

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

Please complete the following table with budget sourcing information.

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

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

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

SECTION 7 - PROJECT SCHEDULE AND MILESTONES

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

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

SECTION 8 - READINESS CHECKLIST

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

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

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

SECTION 9 - DEVELOPMENT PROJECT

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

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

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

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

Yes No

SECTION 10 - CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION

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

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

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

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

Please complete the following statement:

2016 MassWorks Grant Application Form

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

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

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

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

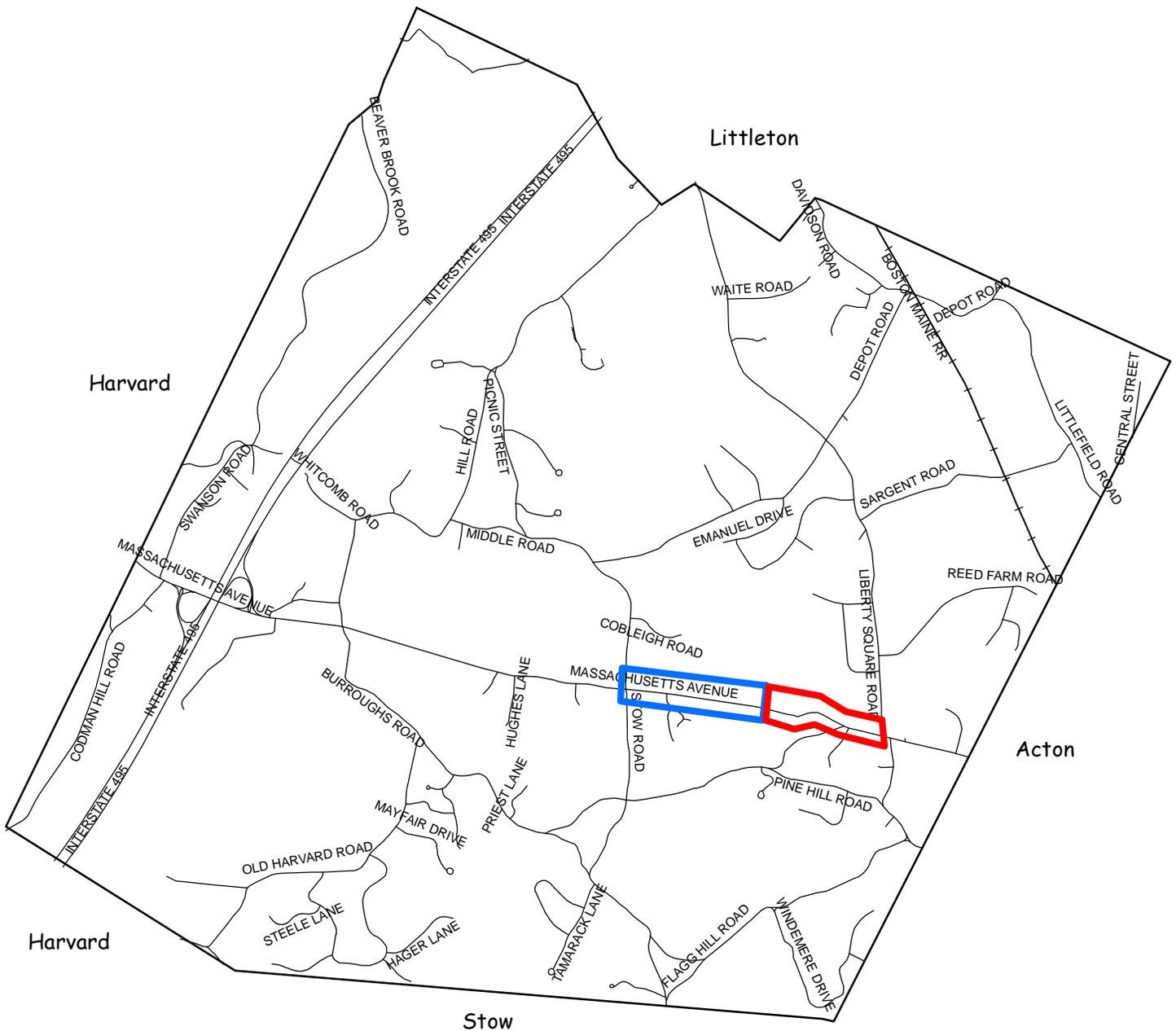
Please return an original copy of the signed authorization letter to:

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

2016 MassWorks Infrastructure Program Application

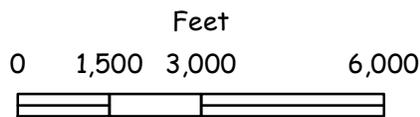
Boxborough, MA - Route 111 Pedestrian Improvement Project

Locus Map



LEGEND

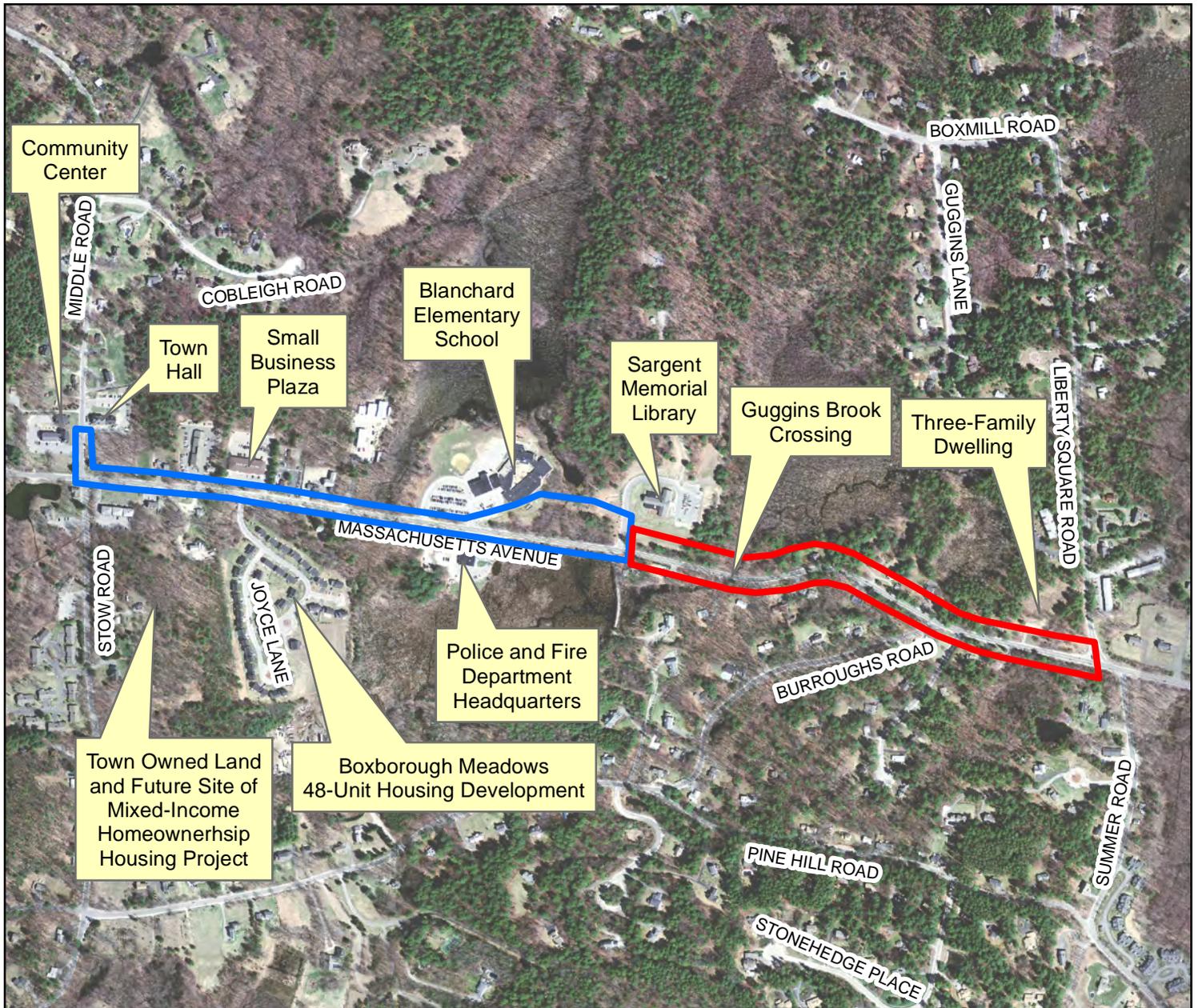
- Area with Existing Sidewalk
- Area of Proposed Sidewalk



2016 MassWorks Infrastructure Program Application

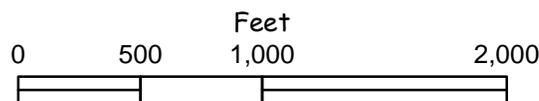
Boxborough, MA - Route 111 Pedestrian Improvement Project

Locus Map # 2

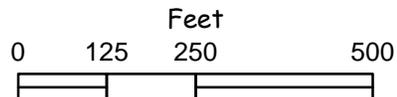
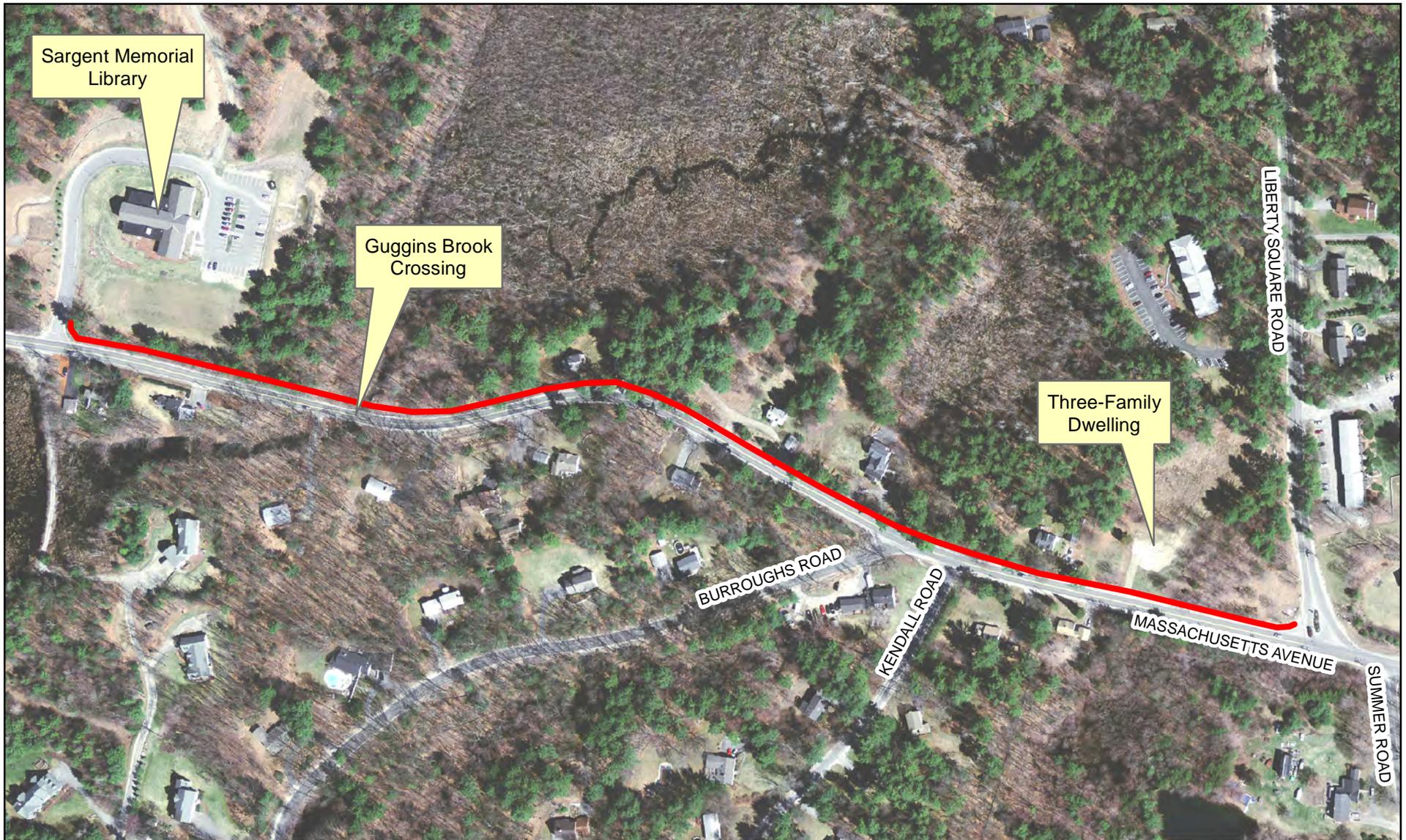


LEGEND

- Area with Existing Sidewalk
- Area of Proposed Sidewalk



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



— Proposed Path of New Sidewalk



Route 111 Pedestrian Improvement Project Photographs



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



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



Looking East on Route 111 near the Sargent Memorial Library



Looking East on Route 111 at the Guggins Brook Crossing



North Side of Route 111 at the Guggins Brook Crossing



North Side of Route 111 at the Guggins Brook Crossing



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



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



North Side of Route 111 Looking East near Burroughs Road



North Side of Route 111 Looking West near Liberty Square Road



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

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

August 29, 2016

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

Re: Boxborough 2016 MassWorks Infrastructure Program Grant Application

Dear Ms. Kreuter:

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

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

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

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

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

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

Thank you for your time and consideration.

Sincerely,

Leslie Fox, Chair
Boxborough Board of Selectmen



BOARD OF SELECTMEN
Meeting Minutes
July 11, 2016

APPROVED: _____

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

ABSENT: Vince Amoroso

ALSO PRESENT: Selina Shaw, Town Administrator

EXECUTIVE SESSION

At 6:00 PM Chair Fox moved to adjourn to executive session to consider the purchase or value of real estate and to reconvene in open session at 7:00 PM in the Grange Meeting Room to consider the regular business on the agenda. Chair Fox further stated that an open meeting may have a detrimental effect on the litigating and negotiating position of the Board. Seconded by Member Bak. **Approved 4-0 by Roll Call Vote: Fox "aye," Barrett "aye," Stemple "aye," and Bak "aye."**

Chair Fox reconvened the meeting at 7:00 P.M. in the Grange Meeting Room of Boxborough Town Hall.

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

ANNOUNCEMENTS

Chair Fox read the announcements

APPOINTMENTS

- Boxborough Conservation Trust (BCT) members, Rita Grossman & Simon Bunyard along with Conservation Comm. Chair Dennis Reip were present to discuss the proposed acquisition of Elizabeth Brook Knoll (311 Whitcomb Road) for conservation purposes and the submission of an FY 17 LAND grant application for the same. Grossman provided some background, and a description of this parcel & the adjoining 50 acre parcel located in Harvard. This opportunity only recently came to the attention of the BCT and time is off the essence as the LAND grant paperwork needs to be submitted tomorrow. There was discussion of the respective timelines for the proposed acquisition and the grant submission, as the purchase paperwork is needed to apply for this grant. This is a multi-step process. Terms still need to be negotiated with the owners. The BCT will be contributing funds towards this, the grant will subsidize a significant portion of the cost, and town meeting would have to approve any remaining balance to complete this purchase. They are asking for the Selectmen's support of these efforts including moving forward with the developing this grant application, related actions and further they would like for the Selectmen to send a letter in support of Harvard's acquisition of the adjoining parcel. It was clarified that no Town funds are being committed at this time and Reip will take on the role of Project Manager in this effort. There was discussion as to previous acquisitions of parcels for conservation purposes here in Town.
 - Chair Fox moved to authorize the filing of the FY 17 round of the Local Acquisitions for Natural Diversity (LAND) Grant Program application for Elizabeth Brook Knoll (311 Whitcomb Road), including all understandings and assurances contained therein, and authorize BoS Clerk Susan M. Bak to send a letter to the Grants Program Supervisor verifying Town Administrator Selina S. Shaw's legal authority to execute contracts on behalf of the Town; and further to authorize the Town Administrator to sign the FY 17 DCS Local Acquisitions for Natural Diversity (LAND) Grant Application. Seconded by Member Bak. **Approved 4-0.**
 - Chair Fox moved to designate Dennis Reip, Conservation Commission Chair, as the Project Manager for the Town's FY 17 Elizabeth Brook Knoll LAND Grant Application. Seconded by Member Bak. **Approved 4-0.**
 - Chair Fox moved to authorize Chair of the Board of Selectmen to send a letter to the Harvard Selectmen in support of their acquisition of the adjoining parcel in Harvard. Seconded by Member Bak. **Approved 4-0.**

- DPW Director, Tom Garmon was present to propose that the DPW use a town owned parcel located at 381 Codman Hill Road, in the vicinity of the Transfer Station, for the stockpiling of DPW materials. As it has been discussed in the past, we have no extra space at the DPW facility on Mass. Ave. and they would like to use this parcel to store and stockpile excess, bulk materials. This is a vacant lot that was acquired by the town through a tax-taking and is currently not being used. The access road will need to be cleared but it is dry, rocky & there are no wetlands issues. They will take the proper precautions to insure this storage has no detrimental impact to the environment and Garmon described what shall and shall not be stored at the site. Not having to purchase these materials every time they have a project and having them ready & available will be a cost savings. The existing access road and portions of the lot will have to be cleared, no lighting will be required and the entrance will be secured with a chain. Dir. Garmon will obtain the Fire Chief's input on this usage. Pending verification that there are no hazardous materials on the property, Chair Fox moved to authorize the DPW Director to use the town property located at 381 Codman Hill Road for storage of DPW materials. Seconded by Member Bak. **Approved 4-0.**
- The Board took up the appointment of Raid Suleiman to the Energy Committee, for a three year term. As a Selectman, Suleiman serviced as the liaison to the EnCom. He was unable to come tonight, but has communicated his willingness to serve. Further to the recommendation of the Energy Committee, Chair Fox moved to appoint Raid Suleiman to the Committee, for a three year term effective immediately through June 30, 2019. Seconded by Member Bak. **Approved 4-0.**
- Jeff Sullivan was present to discuss the use of Flerra Field by the AB Monday Night Quarterbacks, and to request fee waiver for this use. Sullivan described the purpose of their sports booster organization and the type of agility training that would be taking place. There was discussion as to the suitability of permanently waiving field use fees for certain activities. It was determined that Recreation Comm. input will be sought on this. Further to the recommendation of the Recreation Commission, Chair Fox moved to waive the Boxborough field use fees for the use by the AB Monday Night Quarterbacks of Flerra Field for the period August 15 – 18 from 5 – 8 PM; further that the AB Quarterbacks must coordinate with the Recreation Commission prior to use of the fields and must ensure that all stations are rotated in order to prevent abnormal wear and tear to the fields. Seconded by Member Bak. **Approved 4-0.**
- There were no Citizens concerns.

MINUTES

- The Board passed over approval of the minutes for the June 13th Joint FinCom Meeting and the June 20th Executive Session.
- Member Bak moved to accept the minutes for the regular session of June 6, 2016, as written Seconded by Member Stemple. **Approved 4-0.**

SELECTMEN REPORTS

- Member Bak reported on the election of Community Preservation Comm. officers for FY 17 and the installation of new members. They also made some revisions to the application process at their last meeting.

She reported that the Personnel Board continues its efforts to update the Employee Handbook. This will be posted on-line when completed. They also recommended implementing of an automated payroll system for Town Hall staff. There will be 30-day trial period which will be launched in the next payroll period. The cost for this has been discussed with FinCom and should be manageable within the current budget. The Board provided their input.

Member Bak updated the Board on pending Town Hall projects - exterior stairs project & Grange Room improvements and the respective projected timelines.

She also reported that Chief White has advised her that the Middle Road communication tower still does not provide full coverage. He will be investigating options.

- Member Barrett reported that he is working on the War Memorial Committee charter and anticipates having a draft ready by the next Selectmen's meeting and spoke to the feedback received as to how other communities have undertaken this type of effort.
- Chair Fox reported that the Boxborough Affordable Housing Trust (BAHT) has signed a grant agreement regarding the use of CPA funds.
- He also reported that the BAHT participated in discussions with Treasurer/Collector McIntyre, TA Shaw and the Town's fund management co. which provided an overview of the BAHT and some of the Town's other trust funds. He suggested that a similar discussion be arranged for those responsible for these trust funds.

He also reported that he and Housing Board Chair Murphy had a very productive meeting with the Mass.Housing Partnership's Susan Connelly and Attorney Hill on the Stow Road property RFP.

Chair Fox reported that the Hager Well system design contract has been signed and we seem to be on track to have the DEP submission ready for Sept. 1st.

OLD BUSINESS

- Discussion continued on the establishment of new committees:
 - The Board reviewed the charters from the prior renditions of the 1999 Economic Development Comm. and Water Resources Comm. and provided input.
 - Member Bak read the proposed charter for the Town Meeting Study Comm. and reported on those who had volunteered to participate. The Board determined that these volunteers could be appointed tonight so this Comm. can begin its work. There was discussion as to the available education materials, the committee's structure and input they have received as to our unique governmental structure aka Town Meeting. Revisions were made to the charter. Member Bak moved to appoint Jennifer Campbell, John Fallon, Abby Reip, Jeanne Kangas and myself (Susan Bak), to the Ad hoc Town Meeting Study Committee, for a term running from July 11, 2016 through April 30, 2017. Seconded by Member Stemple. **Approved 4-0.**
 - As Member Amoroso was not available the Board passed over discussion on the Municipal Building Comm.
- The Board re-visited the approval of several Interdepartmental Transfer Requests (ITR) and a Reserve Fund (RFT); reviewing the supplemental information provided:
 - Chair Fox moved to approve and forward to the Finance Committee for their approval the transfer of \$1,958.08 from the Collector's Salary (001-146-5112-0000) to Police Travel (001-210-5711-0000). Seconded by Member Bak. **Approved 4-0.**
 - There was discussion as to the history and Town's current practices in managing the Snow & Ice budget.
 - Chair Fox moved to approve and forward to the Finance Committee for their approval the transfer of \$5,000 from Snow and Ice Overtime (001-423-5134-0000) to Snow and Ice Maintenance Supply (001-423-5531-0000). Seconded by Member Bak. **Approved 4-0.**
 - Chair Fox moved to approve and forward to the Finance Committee for their approval the transfer of \$3,245 from the Reserve Fund to Snow and Ice Street Maintenance Supply (001-423-5531-0000). Seconded by Member Bak. **Approved 4-0.**

NEW BUSINESS

- The Board took up the approval of some additional RFTs and ITRs:
 - Chair Fox moved to approve and forward to the Finance Committee for their approval the transfer of \$400.25 from the Reserve Fund to Selectmen Consulting (001-122-5306-0000). Seconded by Member Bak. **Approved 4-0.**
 - Chair Fox moved to approve and forward to the Finance Committee for their approval the transfer of \$164.92 from the Reserve Fund to Energy Committee Other Supplies (001-199-5599-0000). Seconded by Member Bak. **Approved 4-0.**
 - Member Barrett related his discussions with the Police Chief on these respective budgets and these requests. Member Barrett moved to approve and forward to the Finance Committee for their approval the transfer of \$28,535.79 from the Reserve Fund to Police Salary – Overtime (001-210-5134-0000). Seconded by Member Bak. **Approved 4-0.**
 - Member Barrett moved to approve and forward to the Finance Committee for their approval the transfer of \$18.22 from the Reserve Fund to Animal Control Travel (001-291-5711-0000). Seconded by Member Bak. **Approved 4-0.**
 - Chair Fox moved to approve and forward to the Finance Committee for their approval the transfer of \$591.52 from DPW Salary (001-422-5114-0000) to DPW Vehicle Maintenance Services (001-422-5242-0000). Seconded by Member Bak. **Approved 4-0.**
 - Member Bak moved to approve and forward to the Finance Committee for their approval the transfer of \$236.08 from the Reserve Fund to Employee Benefits – Medicare (001-915-5171-MEDC). Seconded by Member Stemple. **Approved 4-0.**
- On a related matter, TA Shaw informed the Board that the Treasurer received a request from an employee asking if they could enroll in the Town's insurance plan after "open enrollment" had closed and she summarized the circumstances. TA Shaw reviewed the Town's plan's benchmark dates and the terms under which an employee can sign up outside of the "open enrollment" period. There was a general review of the Town's health insurance program and how some other organizations manage their programs. The Town has no policy on this. The Treasurer has been informed that there is a two month "grace period" that can be exercised by the Town; however the Selectmen need to approve this exception. Allowing this exception could set a precedent and it will have some impact to this budget. TA Shaw will consult with Town Counsel as to whether, going forward, a policy should be created or if the Selectmen can consider these requests on a case-by-case basis. Chair Bak made a motion, and then subsequently withdrew it in lieu of a motion by Member Stemple. Member Stemple moved to allow the Town employee that wants to take advantage of Town's health insurance plan's 2-month waiver clause for this year (as of

August 1, 2016) with the understanding that this exception will be taken under advisement of Town Counsel. Seconded by Chair Barrett. **Approved 4-0.**

- The Board determined that their Goals Setting Workshop would be Oct. 29th and the Appreciation Event shall be held Sept. 17th.

CORRESPONDENCE

- There was discussion as to the timeline and impact of the State's decertification of CISCO's Tax Incremental Finance (TIF) status.
- There is also an invitation to review a proposed solar carpark at 1300 Mass. Ave.

CONCERNS OF THE BOARD

- There was discussion of the Animal Control Officer– Dogs & Cats (ACO)'s responsibilities and use of the Town's ACO vehicle. There was a concern as to what is the impact to her continuing to provide ACO service in other towns, such as Lancaster. It was clarified that the ACO now provides services pursuant to the ACO's IMA member towns – Boxborough, Littleton and Stow on a full time basis and she is authorized use of the ACO vehicle in just in those communities. There was discussion as to the uniqueness of this position and the possible need to fill the Assistant ACO position. Member Barrett will follow up with Chief Ryder on these matters.

ADJOURN

- The meeting was adjourned at 10:05 PM.



BOARD OF SELECTMEN
Meeting Minutes
August 8, 2016

APPROVED: _____

PRESENT: Les Fox Chair; Susan Bak, Clerk; Vince Amoroso, Member; Rick Barrett, Member; and Robert Stemple, Member (appeared at 6:40 PM)

ALSO PRESENT: Selina Shaw, Town Administrator

EXECUTIVE SESSION

At 6:35 PM Chair Fox moved to adjourn to executive session, in the office of the Town Administrator,

- a) consider the purchase or value of real estate, and
- b) discuss strategy with respect to collective bargaining (Boxborough Professional Firefighters Assn, Local 4601, and to reconvene in open session at 7:00 PM in the Grange Meeting Room to consider the regular business on the agenda. Chair Fox further stated that an open meeting may have a detrimental effect on the negotiating position of the Board. Seconded by Member Bak. **Approved 4-0 by Roll Call Vote: Fox "aye," Amoroso "aye," Barrett "aye," and Bak "aye." (Stemple not present for vote)**

Chair Fox reconvened the meeting at 7:06 P.M. in the Grange Meeting Room of Boxborough Town Hall.

ALSO PRESENT: Cheryl Mahoney, Department Assistant

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

ANNOUNCEMENTS

Chair Fox read Announcements.

APPOINTMENTS

- Police Chief Warren Ryder was present to introduce Nicholas Storelli as a candidate for appointment as a Special Police Officer. Members of Officer Storelli's family were also present. Chief Ryder provided background as to why he was seeking to fill this position, having an officer out due to injuries & continuing issues with filling vacant shifts. He reviewed Storelli's professional background, including serving as an officer at Bentley College and his law enforcement related degree. There was discussion as to the various training that Officer Storelli will require; including for taser and firearms trainings. Storelli stated he was pleased to be coming to Boxborough and introduced his family. Further to the recommendation of the Police Chief, Member Barrett moved to appoint Nicholas Storelli to the position of Special Police Officer for a term commencing August 9, 2016 and ending on June 30, 2017. Seconded by Member Bak. **Approved 5-0.** Chief Ryder also announced that Boxborough is the first department in the state to launch an enhanced digital emergency call platform "Next Generation 911". The state is developing this system so it will eventually allow users to send information to 911 call centers via text, picture and video.
- Boxborough Historical Society (BHSI) President, Jeanne Kangas, was present to update the Selectmen on Steele Farm Capital Campaign efforts. Members of the Steele Farm Advisory Comm. and Steele Farm Capital Campaign Comm. were also present for this discussion.
 - Kangas provided an update on the Steele Farm Capital Campaign efforts and informed the Selectmen that BHSI Board has authorized a gift of \$7,000 from the BHSI Steele Farm Capital Campaign Fund to the Town to be used towards the cost of a detailed study to determine what is needed to preserve the Steele Farmhouse. SFAC would like to move forward with a proposal submitted by Redhawk Studio. The condition of the structure is fragile and we do not want to delay these efforts by waiting to provide essential funding. The Vendor is ready to go now, this will enable the town to have the information necessary so that the Town and voters can make an informed decision about the future of this site. We need to preserve the envelope otherwise you cannot do anything in the future. This effort is in keeping with the Preservation Restriction. The

Selectmen reviewed some previous discussions regarding the Capital Campaign. This is a good start in an effort to stabilize the building and as this is clear that the expenditure for this study cannot be construed as a commitment by the town as this is clearly a gift. Member Barrett moved to accept a gift of \$7,000 from the Boxborough Historical Society, Inc. for the purposes of funding a detailed study and cost estimate to preserve the Steele Farmhouse. Seconded by Chair Fox. **Approved 5-0.**

- BHSI Chair Kangas also spoke to the Capital Campaign Comm.'s wish to place appropriate advertising at Steele Farm and provided examples of their proposed advertising – banners, posters and flyers. Planner Duchesneau provided his input on this proposed activity. Subject to authorization from the Inspector of Buildings and agreement from The Trustees of Reservations, Member Barrett moved to approve the request from the BHSI to hang a fundraising sign at Steele Farm. Seconded by Member Bak. **Approved 5-0.**
- Town Planner Adam Duchesneau was present to discuss MassWorks Infrastructure Program Application for Route 111 Pedestrian Improvements. Chair Fox thanked Duchesneau for his persistence noting the numerous meetings with governmental officials and legislators regarding this pedestrian walkway project and his continuing efforts to secure MassWorks program funding over the last few years. Duchesneau related the information recently provided by the MetroWest Partnership as to this year's program; the funds that have been allocated by the state and the Town funds that have been designated for this project. The Board provided feedback to Duchesneau on the draft program application. Duchesneau advised that these edits and suggestions will now be presented at the next Planning Board meeting as they proceed with developing this submission. Duchesneau updated the Board as the project, in general, and the specific issues such as the Army Corps of Engineer's permitting, the MassDOT project designations & schedule, culvert work and locating/identifying gas utility lines. The Board also inquired as to whether MassDOT intends on addressing Route 111's deteriorated surface conditions. There was discussion about preparing several letters regarding the road surface concerns; the town's desire to get this walkway project underway and inquire as to MassDOT's decision to re-categorize this project.
- It was noted that the Blanchard PTF Board had withdrawn its request to use of Steele Farm.
- Conservation Comm. Chair, Dennis Reip was present to discuss the proposed acquisition of the property located at 311 Whitcomb Road. He referred to the Purchase and Sales Agreement (P&S) provided in the agenda packet. This has been a long time coming. The property straddles the Harvard townline. The owners initially communicated with the Harvard Conservation Trust that they would consider selling the Harvard portion for conservation purposes. The Boxborough Conservation Trust (BCT) subsequently advised that the Boxborough parcel was also available and so the BCT brought this opportunity to conserve the parcel to the Town's attention. The BCT is committed to this as they are providing a generous gift towards the purchase of this parcel, have paid for the property appraisal and assisted in the preparation of a grant application which would further defray the cost of this acquisition. This is a long, multi-step process. The Conservation Commission is asking for the Selectmen to sign this P&S, to initiate this process. Town Counsel has provided their input and has incorporated terms that address the various benchmarks and insures that the Town will have the ability to withdraw and the earnest monies returned if these benchmarks are not achieved. If this goes forward, the final cost to the Town would be approximately \$250,000. This will need to be approved by Town Meeting. Reip provided a description of the property – access, the owners' previous efforts to develop the property, the respective zoning in both towns, prior usage, its unique flora and topography. He noted that Boxborough and Harvard will be working in parallel on these acquisitions. There have been reciprocal letters from the Boxborough & Harvard Selectmen, supporting our respective efforts. Reip confirmed that our purchase is conditional upon Harvard completing their acquisition. The Selectmen provided their input and discussed that the Town does have significant infrastructure/facility needs that will need to be addressed in the near future which includes several potential land acquisitions. Reip noted that the ConsCom understands this and would still like the Town to proceed with this; accept the BCT gift and execute the P&S.
 - Member Amoroso moved to accept a gift in the amount of \$27,000 from the BCTrust to be used for the purpose of providing a 5% deposit on the Town's purchase of 311 Whitcomb Road; further that in the event that the Town does not acquire the subject property, the amount of the deposit returned to the Town by the sellers or otherwise is unexpended, shall be refunded to BCTrust, and further to authorize the Chair to execute the donation agreement with the BCTrust. Seconded by Member Bak. **Approved 5-0.** Chair Fox signed the agreement.
 - Member Amoroso moved to execute the purchase and sale agreement for the acquisition of 311 Whitcomb Road from Martin W. and Irene H. Schramm, subject to all the terms and conditions therein, and further to authorize the issuance of a check in the amount of twenty-six thousand dollars (\$26,000) as a deposit to be payable with the purchase and sales agreement. Seconded by Member Bak. **Approved 5-0.**
- Personnel Board Chair Anne Canfield was present to present Anne McNeece as a candidate for appointment to the Personnel Board. Canfield explained that McNeece will be filling the recent vacancy on the Board and that McNeece has attended several meetings. McNeece stated that she was happy to serve and that she actually preferred the Personnel Board's early morning meeting schedule. Further to the recommendation of the Personnel Board, Member Bak moved to appoint Anne McNeece to the

Personnel Board, for a three year term effective immediately through June 30, 2019. Seconded by Member Stemple. **Approved 5-0.**

- Bob Childs spoke during Citizens concerns on the development of the pristine, wooded area in between Mass. Ave.; Stow Rd and Burroughs Rd identified as the Town Center project. He has lived on Burroughs Road for many years. Once this habitat is gone it's gone. It is his understanding that they intend on leveling everything to put in a high density, clutter development. He spoke to the other developments that have been built or have been proposed which would have changed the character of the town. The Board provided information on this development and the need to find a balance between protecting the character of the town while allowing property owners lawful right to develop their properties. They have been advised that this developer is following the proper rules and procedures and as senior housing this is allowable by right. The Selectmen related this development's proposed timeline. The Board suggested that Mr. Childs continue to bring his concerns to the various land use boards; to attend the meetings related to this and discuss it with his neighbors.

MINUTES

- Member Amoroso moved to accept the minutes for the joint session with the Finance Committee of June 13, 2016, & the regular session of June 20, 2016, as revised and the executive session minutes of June 20, 2016, June 24, 2016 (*a collective bargaining session, FF CBU*), & July 11, 2016, as written. Seconded by Member Stemple. **Approved 5-0.**

SELECTMEN REPORTS

- Member Barrett reported that recently, his primary focus has been on the staffing concerns at the Police Dept.
- Member Bak reported that the Town Meeting Committee has held its first meeting. This is a committed and energetic group. Their initial focus is community outreach to new and current residents and inviting more of them to get involved. They are developing a survey, that will be distributed at the Harvest Fair, mailed and available on-line. They are developing a social media presence i.e. FaceBook to educate residents and keep them informed. They are also considering other communication avenues. They also had initial discussions on the Town Meeting process/structure itself to make it more efficient. They are also discussing possibly providing transportation, childcare and on-line updates during the Town Meeting process. Video Director Dolak provided information on Town Meeting outreach that Littleton provides. Education is essential. There was discussion of making this a civics lesson for the school, how we could provide educational materials to voters and possibly holding a pre-town meeting social event so voters would have an opportunity to informally discuss concerns with article presenters.
- Member Amoroso reported on the Minuteman Districtwide vote. The School Comm. has voted to authorize a Districtwide popular vote to be held Sept. 20th from Noon-8PM. Because we previously voted to withdraw, this vote will have no financial impact on Boxborough. A positive vote will allow the District to build a new facility. He provided background on why this ballot became necessary and explained how this ballot will work. Once this election occurs the MMSC will then decide whether they wish to proceed with project. If the districtwide election fails, then the project fails. Town Counsel has advised as to what can be communicated and by what means it can be communicated by the Selectmen.
- Chair Fox reported that he participated in an IT meeting with various dept. head regarding current and future needs. This is an on-going effort. They are meeting again in October.
- He reiterated that he had participated in last week's discussion of the Route 111/Mass. Ave. culverts.
- Chair Fox also reported that they will be meeting with the designer of the water filtration system at the Hager well site and that they are still on track for DEP filing. The majority of this work will be taking place when school is back in session.

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

NEW BUSINESS

- The Board reviewed a request from Acton-Boxborough (AB) Rotary to use the Town Seal, submitted by Barbara Birt. TA Shaw advised that the Board has no formal policy, requests have been addressed on a case-by-case basis and the primary criteria has always been that it cannot be used for "commercial purposes." She provided history/overview of the Board's actions on previous Town Seal requests. It was noted that these approvals were been granted for a specific purpose i.e. uniform or fundraising T-shirts, documentary films, etc.... however the AB Rotary request seems to be seeking "carte blanche" usage. Owen Neville also provided his input. No action was taken at this time and AB Rotary will be asked to provide further details, in writing.

OLD BUSINESS

- Discussion was re-opened on the establishment of various committees and potential approval of the respective charges.
 - It was noted that Member Bak had already provided an update on the Town Meeting Committee.
 - Member Barrett read his memo on the formation of a Veteran's Memorial Committee, provided in the packet. The Board gave their input on this outline and matters related to the proposed purpose including possible locations. There was also discussion as to as to potential funding sources such as CPA. Owen Neville was present and provided his input including expanding the purpose to address other forms of acknowledgements and memorials i.e. street memorials. Member Barrett noted that this is opportunity for members of service community to come together with others. His intention is to identify a core group of essential members and then determine the size of the formal committee.
 - Member Amoroso opened discussion on the formation of a Municipal Building Committee. The Board provided input on the draft charge he had provided at table. This draft was drawn from similar "municipal building" groups in other communities. There was discussion as to the potential make up of this committee and the inclusion of ex-officios with expertise in these matters. The Board will provide any additional feedback and Member Amoroso will work to have a subsequent version for discussion at BLF.
 - There has no notable progress on re-forming an Economic Development Committee, however there has been a substantive discussion with an interested individual. The intention is to pull this charge directly from the Boxborough 2030 Master Plan.
 - There is no notable progress on re-forming a Water Resources Committee, but an individual has expressed interest and may even help to develop a charge.

NEW BUSINESS (Continued)

- The Board opened discussion on a Reserve Fund Transfer Request for the Town Hall Exterior Stairs. TA Shaw provided an overview and history of this project, an update on the unanticipated and disheartening bid results received and the survey feedback she had received from interested parties that had not submitted bids. This feedback was reviewed with the BICAO and it was determined that re-bidding this will not result in a different outcome and will significantly delay any work. TA Shaw reviewed the bidding process, town meeting article timelines and the respective benchmarks involved. There was discussion on the Town's current bid preparation practices i.e. obtaining "soft" quotes; investigating other communities' practices and involving FinCom in these discussions going forward. Member Bak moved to approve and forward to the Finance Committee for their approval the transfer of \$14,000 from the Reserve Fund to Town Hall – Capital Outlay (001-192-5820-0000.) Seconded by Member Stemple. **Approved 5-0.**
- The Board reviewed the Town Accountant's memo on increasing the Council on Aging (CoA) Class Revolving Fund threshold for the fiscal year that just ended. Further to the request of the Town Accountant, Member Bak moved to authorize the increase of the FY 16 CoA Revolving Fund from \$15,000 to \$15,112 and to forward to the Finance Committee for approval. Seconded by Member Stemple. **Approved 5-0.**
- Chair Fox moved to notify and warn the inhabitants of the Town who are qualified to vote in primaries to vote at Ward 0/Precinct 1, Boxborough Town Hall, 29 Middle Road, Boxborough, MA 01719 on Thursday, the 8th day of September, 2016 from 7:00 AM to 8:00 PM to cast their votes in the State Primaries for the candidates of political parties for the following offices:
 - Representative in Congress, Third District*
 - Councillor, Third District*
 - Senator in General Court, Middlesex & Worcester District*
 - Representative in General Court, Thirty-Seventh Middlesex District*
 - Sheriff, Middlesex County*Seconded by Member Bak. **Approved 5-0.**

CONCERNS OF THE BOARD

- There was discussion as what shall be served along with the grilled items at the upcoming Appreciation Event.
- There was also a discussion as to recognizing an individual's years of service to the Town such as at a public event i.e. Appreciation Event or Fifer's Day.

ADJOURN

The meeting was adjourned at 10:20 PM.

7a

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

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]

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: _____

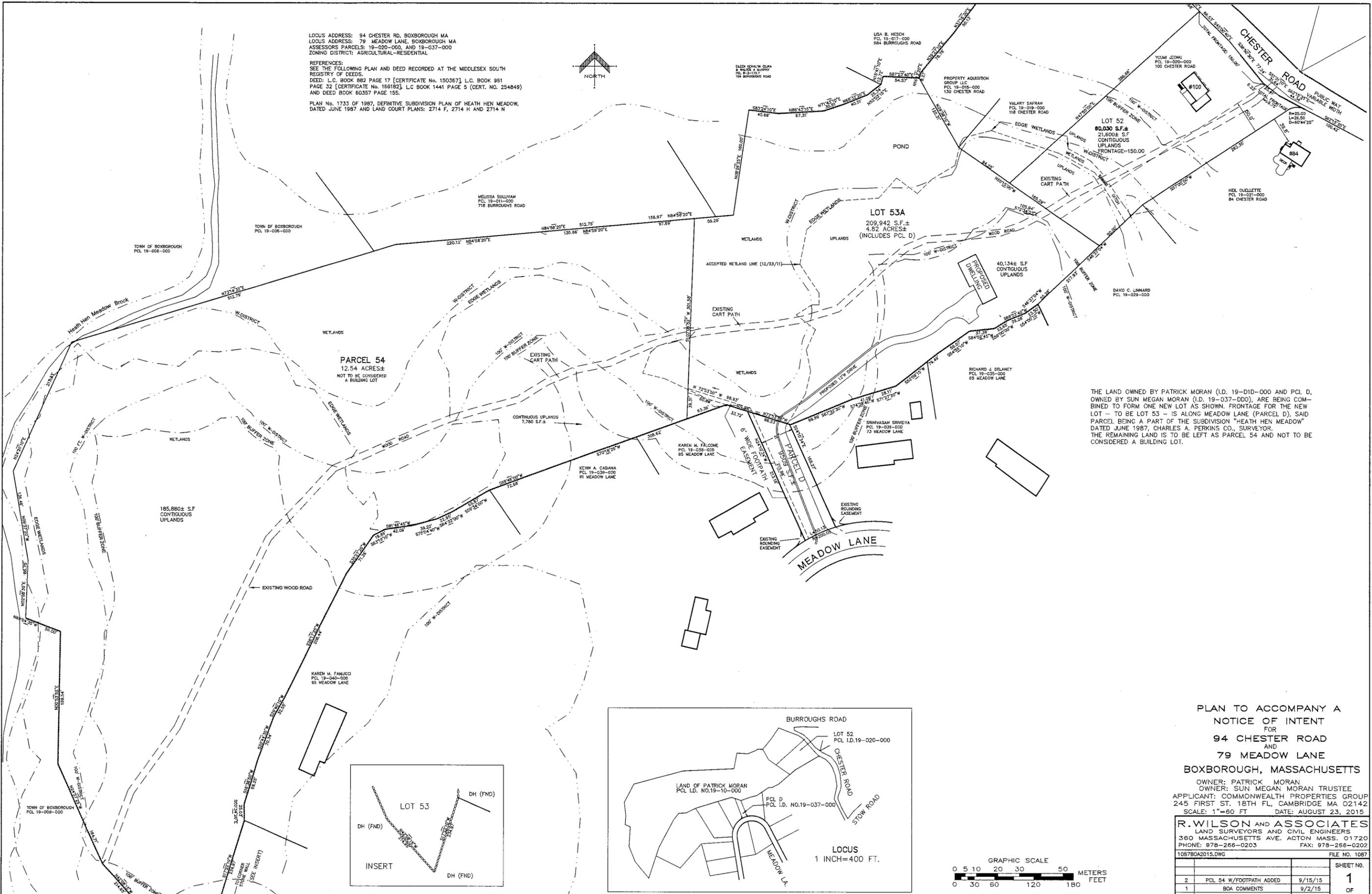
557767v2/BOXB/0001

Exhibit A

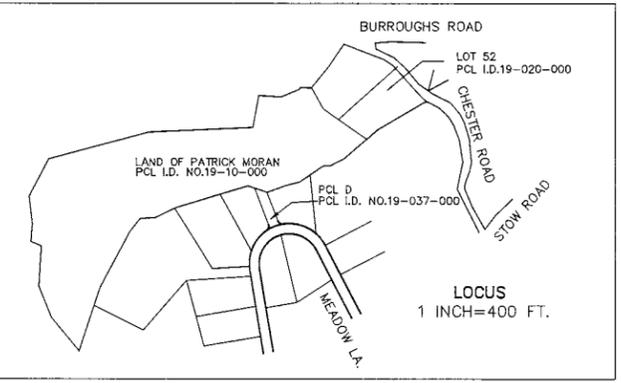
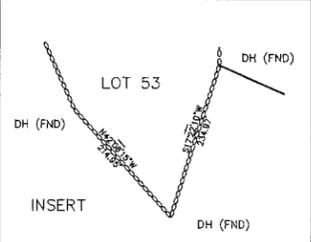
LOCUS ADDRESS: 94 CHESTER RD, BOXBOROUGH MA
 LOCUS ADDRESS: 79 MEADOW LANE, BOXBOROUGH MA
 ASSESSORS PARCELS: 19-020-000, AND 19-037-000
 ZONING DISTRICT: AGRICULTURAL-RESIDENTIAL

REFERENCES:
 SEE THE FOLLOWING PLAN AND DEED RECORDED AT THE MIDDLESEX SOUTH
 REGISTRY OF DEEDS:
 DEED: L.C. BOOK 882 PAGE 17 [CERTIFICATE No. 150367] L.C. BOOK 961
 PAGE 32 [CERTIFICATE No. 158182] L.C. BOOK 1441 PAGE 5 (CERT. NO. 254849)
 AND DEED BOOK 60357 PAGE 155.

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



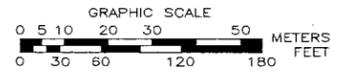
THE LAND OWNED BY PATRICK MORAN (I.D. 19-D1D-000 AND PCL D, OWNED BY SUN MEGAN MORAN (I.D. 19-037-000), ARE BEING COMBINED TO FORM ONE NEW LOT AS SHOWN, FRONTAGE FOR THE NEW LOT - TO BE LOT 53 - IS ALONG MEADOW LANE (PARCEL D), SAID PARCEL BEING A PART OF THE SUBDIVISION "HEATH HEN MEADOW" DATED JUNE 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



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

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

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

DECL ID. NO. 19-10-000 MAP #1 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

_____ _____
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

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SELLER'S Initials

[Signature]

SELLER'S Initials



10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of

One Thousand Dollars (\$ 1,000.00) to make the

title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

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

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

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of 7,500.00 (\$ 7,500.00) for

professional services shall be paid by the SELLER to Coldwell Banker the "Broker" at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Commonwealth Properties Group, a real estate agent, is seeking a fee from

buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

BUYER'S Initials

BUYER'S Initials

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

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BUYER'S Initials

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SELLER'S Initials

[Signature]
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

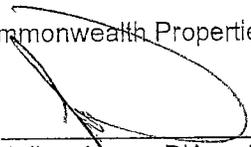
In the case of Buyers to:

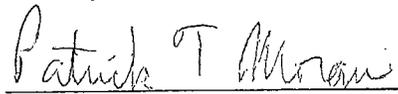
Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

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

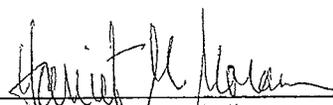

Harriet M. Moran, Seller

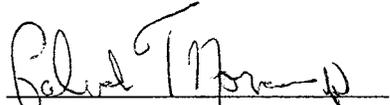
Exhibit C

Notice of Intent

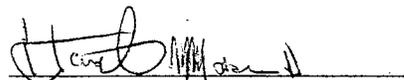
To: Town of Boxboro Selectmen

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 9:39AM



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

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

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 15th 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.

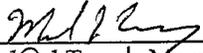
This Special Permit shall not be valid until recorded with the Middlesex South District Registry of Deeds and evidence of such recording provided to the Inspector of Buildings.

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

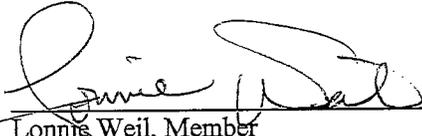
Appeals, if any, shall be made pursuant to Section 17 of the Massachusetts General Laws, Chapter 40A and shall be filed within twenty (20) days after the date of filing of the above referenced decision with the Town Clerk.

Witness our hands this 15th day of September, 2015:

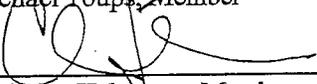
BOXBOROUGH BOARD OF APPEALS:



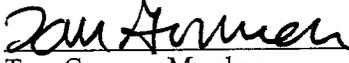
Michael Toups, Member



Lonnie Weil, Member

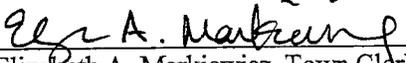


Christian Habersaat, Member

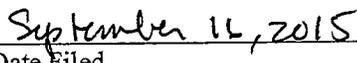


Tom Gorman, Member

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



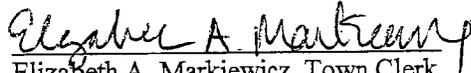
Elizabeth A. Markiewicz, Town Clerk



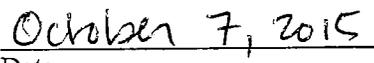
Date Filed

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



Date

Charge for the Town Meeting Study Committee
--

The Town Meeting Study Committee will be an ad hoc committee comprised of a minimum of 5 and a maximum of 7 Boxborough community members, including a selectperson, appointed by the Board of Selectmen and serving for the period of July 11, 2016 through April 30, 2017.

The Committee's mission is to research, evaluate and recommend the best option or options for the ways and means of increasing attendance, awareness, and citizen participation in town government and annual Town Meeting. The committee will present proposals to the BoS in time to provide recommendations for outreach and education prior to the 2017 ATM.

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF BOXBOROUGH
AND
BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION,
PFFM, LOCAL 4601**

WHEREAS, the Town of Boxborough ("Town") and the Boxborough Professional Firefighters Association, PFFM, Local 4601 ("Union") are parties to a Collective Bargaining Agreement ("CBA") that is effective from July 1, 2015 to June 30, 2018;

WHEREAS, the Union and the Town have met and bargained on the inclusion of the position of Captain in the Union;

NOW THEREFOR, the parties hereby agree as follows:

1. **Article 1 – Recognition**, paragraph one shall be modified to read as follows:
The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all permanent, full-time, uniformed Firefighter/EMTs, Lieutenants, Captains and excluding all others.
2. **Article 8 – Duties, Section 3** shall be modified to read as follows:
In cases where the Fire Chief will be absent and unable to perform his/her duties for an extended period of time, an employee, other than the Captain, acting or working as the Chief will be compensated at 10.0% above his/her normal rate for the duration of the Chief's absence retroactive to the first day of such absence. Absences of the Chief attributable to his use of vacation and/or personal leave shall be excluded from this provision. For purposes of this provision, an extended period of time shall be defined as an absence of two (2) calendar weeks or longer.
3. **Article 8 – Duties, Section 3** shall be modified to add a third paragraph:
In the event that the Captain acts or works as the Chief when the Fire Chief is absent and unable to perform his/her duties for an extended period of time, the Captain will be compensated at 5.0% above his/her normal rate for the duration of the Chief's absence retroactive to the first day of such absence. Absences of the Chief attributable to his use of vacation and/or personal leave shall be excluded from this provision. For purposes of this provision, an extended period of time shall be defined as an absence of two (2) calendar weeks or longer.
3. **Article 34 – Wages** shall be modified to add:
Captain(s) shall be paid at 19% above the maximum Firefighter/EMT step.

A wage table for Captain, based on rates for employees hired prior to January 1, 2016, shall be added as indicated below:

Schedule for Hourly Rates Effective September 1, 2016

CAPTAIN:

Wages	31.92	
Overtime	150% of hourly rate	

Schedule for Hourly Rates Effective July 1, 2017

CAPTAIN:

Wages	32.56	
Overtime	150% of hourly rate	

- 4. **Definitions** shall be modified as follows:
FULL-TIME - uniformed member appointed by the Fire Chief as Full-time Captain/EMT, Lieutenant/EMT or Full-time Firefighter/EMT and regularly scheduled for 50 hours per week or for 42 hours per week if on the rotating schedule.

- 5. The parties agree that the above provisions will be incorporated into their July 1, 2015 – June 30, 2018 CBA and shall take effect on September 1, 2016.

For the Town of Boxborough,
By its Board of Selectmen,

For Boxborough Professional
Firefighters Association, PFFM, Local 4601,

Dated: _____

Dated: _____

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**Potential Dates
Fall 2016 STM**

STM date	Monday, 11/21/2016	Monday, 12/12/16	Monday, 1/9/17
Call STM	Monday, 8/29	Monday, 9/19	Monday, 10/17
Submit intent and scope of proposed warrant articles to TA in electronic format	Wednesday, 9/28	Wednesday, 10/12	Wednesday, 11/9
Board of Selectmen closes warrant	Monday, 10/3	Monday, 10/17	Monday, 11/14
Submit final language for warrant articles to TA in electronic format	Wednesday, 10/12	Wednesday, 10/26	Wednesday, 11/30
Submit recommendations to TA in electronic format			
Board of Selectmen finalizes language for warrant articles.			
Final votes (BoS/FinCom) on warrant articles. Deadline for written recommendations.	Monday, 10/17	Monday, 10/31	Monday, 12/5
Warrant to be signed by BoS			
Warrants prepared for mailing	Tues - Wed 11/1 - 11/2	Mon - Tues 11/14-11/15	Mon - Tues, 12/19 - 12/20
Warrant to be posted by Constable and mailed to Town's residents (last legal date by which to mail)	Monday, 11/7	Monday, 11/28	Friday, 12/23



Internal Communications & Outgoing Communications
August 29, 2016

1. Communications from BICAO Gerry Noel concerning enforcement matters related to 1034 & 1102 Massachusetts Avenue *#:
 - a. Copy of certified letter dated August 10, 2016, to Larry White responding to White's zoning enforcement inquiry letter of 7/27/16.
 - b. Copy of CEASE AND DESIST ORDER letter dated August 17, 2016, to Steve Phaneuf of Lawn Barber, Inc. concerning violations as to the use of the "Hoop House Building" located at 1034 Massachusetts Ave.

2. Communications concerning unpermitted electrical work done by FX Electric at 130 Russet Lane, Boxborough [*chronology reversed*] *:
 - a. Email from TA Shaw, dated August 23, 2016, regarding a Demand letter from Frisoli Law Offices, attorneys for FX Electric, which providing background on the cited matter.
 - b. Copy of letter from BICAO Noel, dated August 23, 2016, to Frisoli Law Offices in response to their Demand letter of August 19, 2016.
 - c. Copy of letter from Frisoli Law Offices, dated August 19, 2016, to BICAO Noel, titled "DEMAND LETTER DUTIES OF ELECTRICAL INSPECTOR."
 - d. Copy of letter from BICAO Noel, dated July 14, 2016, to Joan Meyer (Condo. Trustee of Applewood Three) notifying her that it had been determined that unpermitted electrical work had been conducted in one of the association's units and requested that the association notify unit occupants of these concerns.
 - e. Copy of the Division of Professional Licensure Application for Complaint packet, dated July 7, 2016, submitted by Electrical Inspector, Charles Weeks seeking a complaint against Frank X. Gibbons dba FX Electric regarding unpermitted electrical work done in 2012. Supporting documentation attached.

3. Copy of letter from the Law offices of Bigelow & Puglisi, PC, dated August 17, 2016, to the Boxborough Building Dept.'s Custodian of Records – Public Records Request Cisco Systems solar carport panels.

4. Email from Kevin Mahoney Chair of the Design Review Board (DRB), dated August 16, 2016, to the Board of Selectmen regarding Boxborough2030's DRB's short term action items.*

5. Joint Board of Selectmen and Planning Board letters, dated August 24, 2016, concerning conditions along Route 111 in Boxborough *#:
 - a. To MassDoT, District 3 Highway Dir., Jonathan Gulliver concerning the pavement conditions.
 - b. To National Grid, Community & Customer Management Mgr., Scott Farrar, concerning the Route 111 Culverts and Sidewalk Extension projects in Boxborough.

6. Coverletter from TA Shaw, dated August 26, 2016, to Paul Chouinard of Cali Corp. accompanying the Agreement for the Boxborough Town Hall Exterior Stairs project.
7. Coverletter from TA Shaw, dated August 26, 2016, to Karle Packard of Red Hawk Studio Architects, Inc. accompanying the Agreement for the Condition Assessment & Preservation Plan for the Levi Wetherbee Farmhouse [Steele Farm].



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* #

BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1726 • Fax: (978) 264-3127
www.boxborough-ma.gov

CERTIFIED MAIL: 7009 2250 0002 2561 5345

August 10, 2016

Larry White
71 Sara's Way
Boxborough, MA 01719

Subject: Zoning Enforcement Request Response for the Properties at 1034 & 1102
Massachusetts Avenue

Dear Mr. White,

I am responding to your zoning enforcement request letter dated July 27, 2016 regarding a number of inquiries for the properties at 1034 and 1102 Massachusetts Avenue as they pertain to the business Lawn Barber, Inc. In this response letter I will lay out the provisions of the Boxborough Zoning Bylaw for which I understand you are requesting enforcement and will provide a response to each of the items in the order they are listed in your letter.

Sections 6201 Yards and 6201(1)

I have determined the nine (9) parking spaces in the front yard setback area along Route 111/Massachusetts Avenue on the property at 1102 Massachusetts Avenue are pre-existing nonconforming parking spaces. Please see the opinion I issued regarding this matter on January 26, 2016 and the materials which I based this opinion upon, attached to this letter. Aside from this nine (9) space parking area, the remainder of the front yard setback at 1102 Massachusetts Avenue, which is currently gravel, will be returned to landscaping once the details of this area have been finalized with the Planning Board as part of the Site Plan Approval process which Lawn Barber, Inc. is currently undergoing.

Section 6202 Screening

The property at 1034 Massachusetts Avenue and the area at 1102 Massachusetts Avenue are not adjacent to any residential or institutional uses, or a lot in a residential district. Therefore, this section of the Zoning Bylaw does not apply to either of the properties and Lawn Barber, Inc. is not required to provide a dense screen within the required yard area or around the particular use.

Section 6404(1) Noise

Lawn Barber, Inc. already submitted the results of a 30-day sound study on September 2, 2015. After reviewing the results, the Building Inspector at the time determined Lawn Barber, Inc. was in compliance with Section 6404(1) of the Zoning Bylaw. Lawn Barber, Inc. is currently going

through the Site Plan Approval process with the Planning Board. The decision which is rendered as part of this process will most likely include additional sound testing and control measures.

Section 2144 Light Manufacturing

This section of the Zoning Bylaw is a definition of "Light Manufacturing" and does not provide any metric which is enforceable to the property. I have determined that the use made of the relevant property by Lawn Barber, Inc. falls into the use categories of "Manufacturing", "Landscaping Services", and "Landscaping Contractors", and therefore the definition of "Light Manufacturing" (Section 2144) does not apply to either of the properties under this Zoning Enforcement Request.

Section 2133 Floor Area Ratio

This section of the Zoning Bylaw is a definition of "Floor Area Ratio" and does not provide any metric which is enforceable to the property.

Section 5001 General

While Lawn Barber, Inc. erected a building which did not meet the requirements of this section of the Zoning Bylaw for properties within the Industrial-Commercial Zoning District, they are currently going through the Site Plan Approval process through which it is expected that the nonconformities will be rectified. As part of this Site Plan Approval process, Lawn Barber, Inc. will be required (and has already begun the process) to acquire a portion of the adjacent property to bring the hoop house building into compliance with the front, side, and rear yard setback requirements. The new building is not more than three stories or 45 feet in height. Additionally, the building was erected on a piece of the property which was already impervious and therefore Lawn Barber, Inc. has not added any new impervious surface to their pre-existing nonconforming situation. With regard to Floor Area Ratio (FAR), the new building does bring the property out of compliance with this section of the Zoning Bylaw. However, as part of the Site Plan Approval process, Lawn Barber, Inc. will be reducing the ceiling height in a shed along the rear of the property and in the mezzanine area of the garage building to meet compliance with this requirement. Lawn Barber, Inc. will also be required to complete this action within a certain number of days as part of the Site Plan Approval. The acquisition of land from the adjacent property is not in violation of any of the provisions of Section 5000 because more land is being added to the subject property, bringing it closer to full compliance. Furthermore, the entire property at 1034 Massachusetts Avenue is upland lot area which more than meets the 20% minimum requirement in the zoning district.

Section 9000 Enforcement

It appears that the previous Building Inspector issued a Building Permit for the hoop house building in error and out of conformity with this provision in the Zoning Bylaw. Lawn Barber, Inc. is now undergoing the Site Plan Approval process and reviews by other Town Departments, Boards, and Commissions to bring all aspects of the property into compliance with the Zoning Bylaw to address all outstanding issues including zoning, environmental, and Building Code.

Sections 4200 Nonconforming Uses and Structures and 4202

As noted above, I have determined that the use made of the relevant property by Lawn Barber, Inc. falls into the use categories of "Manufacturing", "Landscaping Services", and "Landscaping Contractors", which are as-of-right uses in the Industrial-Commercial Zoning District. Therefore, no Special Permit is required to expand these uses from a use category perspective. The hoop house building which was erected is out of compliance with the dimensional requirements of the Zoning Bylaw. Lawn Barber, Inc. had the option of seeking relief from these dimensional requirements from the Zoning Board of Appeals or acquiring additional adjacent property to bring the building into compliance. They have chosen to do the latter and are taking the necessary steps to bring the building into compliance. Conditions will be attached to their Site Plan Approval which will require Lawn Barber, Inc. to bring the building fully into compliance in a timely fashion.

Section 6402 Nuisances

At this time I do not have any evidence Lawn Barber, Inc. is being injurious to the neighborhood by reason of the emission of any of the items in this section of the Zoning Bylaw. Lawn Barber, Inc. already submitted the results of a 30-day sound study on September 2, 2015. After reviewing the results, the Building Inspector at the time determined Lawn Barber, Inc. was in compliance with Section 6404(1) of the Zoning Bylaw. Lawn Barber, Inc. is also currently going through the Site Plan Approval process with the Planning Board and the decision which will be rendered as part of this process will most likely include additional sound testing and control measures.

Sections 8001 Purpose and 8002 Applicability

Section 8001 is simply the purpose statement for this section of the Zoning Bylaw and has no directly enforceable provisions. As for Section 8002, it appears that the previous Building Inspector issued a Building Permit for the hoop house building in error and out of conformity with this provision in the Zoning Bylaw. Lawn Barber, Inc. is now undergoing the Site Plan Approval process and reviews by other Town Departments, Boards, and Commissions to bring all aspects of the property into compliance with the Zoning Bylaw to address all outstanding issues including zoning, environmental, and Building Code.

Section 8007 Decision

This section discusses findings which the Planning Board needs to make in order to issue an affirmative decision for Site Plan Approval for a particular proposal. These items are not enforceable by the Zoning Enforcement Officer.

Section 8008 Conditions

This section of the Zoning Bylaw speaks to the potential aspects of conditions of a Site Plan Approval decision which the Planning Board may impose. Until specific conditions are

associated with a Site Plan Approval decision, there are no particular items in this section of the Zoning Bylaw which can be enforced.

Section 5002 Dimensional Schedule

When comparing the subject property at 1034 Massachusetts Avenue to the requirements of this section of the Zoning Bylaw, the existing property is found to be pre-existing nonconforming. The proposed addition of the adjacent parcel from the property at 1102 Massachusetts Avenue to the property at 1034 Massachusetts Avenue is not a violation of the Zoning Bylaw as the additional land is bringing the property at 1034 Massachusetts Avenue closer to dimensional compliance. In terms of the hoop house building at the subject property, Lawn Barber, Inc. will be required to seek a Variance from the Zoning Board of Appeals for its erection as even with the addition of the adjacent parcel at 1102 Massachusetts Avenue, the property at 1034 Massachusetts Avenue will still have less than the minimum requirements set forth in Section 5002 in terms of lot area, lot frontage, and lot width. The Site Plan Approval process which Lawn Barber, Inc. is currently undergoing will rectify the other nonconformities at the property. As part of this process, Lawn Barber, Inc. will be required (and has already begun the process) to acquire a portion of the adjacent property to bring the hoop house building into compliance with the front, side, and rear yard setback requirements. The new building is not more than three stories or 45 feet in height. Additionally, the building was erected on a piece of the property which was already impervious and therefore Lawn Barber, Inc. has not added any new impervious surface to their pre-existing nonconforming situation. With regard to Floor Area Ratio (FAR), the new building does bring the property out of compliance with this section of the Zoning Bylaw. However, as part of the Site Plan Approval process, Lawn Barber, Inc. will be reducing the ceiling height in a shed along the rear of the property and in the mezzanine area of the garage building to meet compliance with this requirement. Lawn Barber, Inc. will also be required to complete this action within a certain number of days as part of the Site Plan Approval. Furthermore, the entire property at 1034 Massachusetts Avenue is upland lot area which more than meets the 20% minimum requirement in the zoning district.

You have the right to appeal my determination to the Boxborough Zoning Board of Appeals in accordance with MGL Chapter 40A. Please let me know if you have any questions.

Sincerely,



Gerry Noel – CBO
Inspector of Buildings/Building Commissioner
Town of Boxborough
GNoel@Boxborough-MA.gov

cc: Town Administrator
Town Planner
Town Counsel (KP Law)



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* H

BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1726 · Fax: (978) 264-3127
www.boxborough-ma.gov

CERTIFIED MAIL: 7009 2250 0002 2561 5352

August 17, 2016

Mr. Steve Phaneuf
Lawn Barber, Inc.
1034 Massachusetts Avenue
Boxborough, MA 01719

CEASE AND DESIST ORDER

Subject Property: 1034 Massachusetts Avenue

Re: Hoop House Building

Mr. Phaneuf,

It has come to the attention of this office that your lot at 1034 Massachusetts Avenue is not compliant with the Dimensional Schedule of Section 5002 of the Boxborough Zoning Bylaw in terms of the minimum lot area, lot frontage, and lot width required in the Industrial-Commercial Zoning District, and that as a result, the construction of a hoop house on your property pursuant to a Building Permit issued in April of 2015 violated Section 5002 of the Zoning Bylaw. The relevant portion of that section provides as follows:

“No building hereafter may be erected, occupied as a dwelling or placed on a lot having less than the minimum requirement set forth below”

Specifically, the lot is well short of the 80,000 square feet of area, 200 feet of frontage, and 125 feet of lot width required for a lot in the Industrial-Commercial Zoning District. The hoop house building is also out of compliance with the minimum required side yard setback of 50 feet for the zoning district. I understand that as part of the on-going Site Plan Approval process you have worked out an arrangement with the adjacent property owner at 1102 Massachusetts Avenue to acquire a portion of the adjacent lot to address this side yard setback issue, but it does not appear that such acquisition will cure the lot area, lot frontage, or lot width deficiencies of your lot as outlined above.

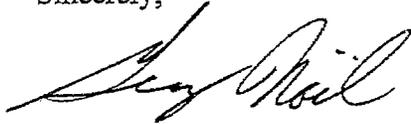
There is no record in this office that you have obtained a Variance or other zoning permit rendering the hoop house compliant with the terms of the Zoning Bylaw, and thus the hoop house constitutes an unlawful building that must be removed. In my opinion, one or more Variances are needed to allow the continued use of the hoop house in its present location on the existing lot.

You are hereby ordered to immediately **CEASE AND DESIST** all use of the hoop house building. You are also hereby ordered within 30 days of the date of this letter to remove the hoop house from the lot or file for the appropriate zoning relief for this building from the Zoning Board of Appeals. If you are denied such relief from the Zoning Board of Appeals you must then immediately remove the hoop house.

If all use of the hoop house building is not ceased immediately, you will be subject to fines in accordance with Section 9004 of the Zoning Bylaw. Additionally, if the hoop house is not removed or zoning relief from the Zoning Board of Appeals is not applied for within 30 days of the date of this letter, you will be subject to fines in accordance with Section 9004 of the Zoning Bylaw.

You have the right to appeal my order to the Zoning Board of Appeals in accordance with MGL Chapter 40A. Please let me know if you have any questions.

Sincerely,



Gerry Noel – CBO
Inspector of Buildings/Building Commissioner
Town of Boxborough
GNoel@Boxborough-MA.gov

cc: Attorney Louis Levine
Town Administrator
Town Planner
Town Counsel (KP Law)
Police Chief Warren Ryder

29

Selina Shaw

From: Selina Shaw <sshaw@boxborough-ma.gov>
Sent: Tuesday, August 23, 2016 8:48 AM
To: Les Fox (lesfox@comcast.net)
Cc: Vincent Amoroso (amorosovm@gmail.com); gnoel@boxborough-ma.gov
Subject: RE: Demand letter/Law office Frisoli
Attachments: BICAO-Meyer_ElectricalInspection_20160714.pdf; DPL_Complaint_FX-Electric_20160707_Weeks, Charles.pdf; FrisoliLaw_Mayer-ElectricalInspection_20160819.pdf; ResptoDemand Letter_082216.pdf

Good morning,

Attached are additional materials related to this matter.

Some background info:

We received a demand letter from Attorney Carol Frisoli, who represents Frank Gibbons of FX Electric.

As I understand the matter, Argento Electric was performing work for a resident at the condo. He was taken aback by the quality of work (non-code compliant) that had been done by FX Electric. Argento informed the town's Electrical Inspector, Charlie Weeks. Charlie went to investigate and found the work to have been done very poorly and not to code. Charlie filed a formal complaint with the State Electrical Inspector's Office and concerned about potential life safety issues that other residents that other residents of the condos could be facing because of work done by FX at other units in the complex, the Inspector of Buildings informed the condo association.

The materials were sent to Town Counsel yesterday. Counsel advised that Gerry respond with the attached letter.

Gerry will be happy to provide further info if requested.

All the materials will be in the correspondence packet for Monday's meeting.

Selina

Selina S. Shaw
Town Administrator
29 Middle Road
Boxborough, MA 01719
(978) 264-1700 general
(978) 264-1712 direct
(978) 264-3127 fax
<http://www.boxborough-ma.gov>

Boxborough: A Rural, Engaged Community for All

*****Please note new email address: sshaw@boxborough-ma.gov*****

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

2b



BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1726 · Fax: (978) 264-3127
www.boxborough-ma.gov

8/23/16

Frisoli Law Offices
P.O. Box 2132
Littleton, MA 01460

Re: Demand Letter

Dear Ms. Frisoli,

This letter is a response to your Demand Letter dated August 19, 2016 addressed to Gary Noel. Please be advised that the Town of Boxborough Building Department does not intend to take any further action regarding the work performed by Frank Gibbons and/or FX Electric at a condominium located on Russet Lane in Boxborough that is the subject of your Demand Letter. However, it is the Town of Boxborough's understanding that the State Licensing Board is conducting an investigation into the matter. To the extent that the State Licensing Board does conduct an investigation and seeks information from the Town of Boxborough, the Town of Boxborough and its employees will cooperate as required.

Sincerely,

Gerry Noel
Inspector of Buildings/Building Commissioner

cc:
Leslie Fox, Chair of Selectman
Selina Shaw, Town Administrator
Charlie Weeks, Electrical Inspector

2c

BOS IC *

received
8-22-2016

FRISOLI LAW OFFICES

P.O. Box 2132
Littleton, MA 01460
978-486-4733
978-486-3477(f)
frisolilawoffices@verizon.net
August 19, 2016

Gary Noel
Building Inspector
Town of Boxborough
29 Middle Road
Boxborough, MA 01719

Re: **DEMAND LETTER**
DUTIES OF ELECTRICAL INSPECTOR

Dear Mr. Noel:

Please be advised that this office represents Frank Gibbons of FX Electric. It has come to our attention that the Town of Boxborough's electrical inspector Charlie Weeks has exceeded his authority as Electrical Inspector for the Town of Boxborough. As you are aware, the Electrical Inspector is only empowered with the enforcement of the Electrical Code.

My client was contacted in June this year by Mr. Weeks who told him there was an issue with a small project that my client had performed four years prior to a condominium on Russet Lane in Boxborough. The complaint against my client's company was filed not by the homeowner but by the electrician, Argento Electric, Inc. Allegedly, Argento claimed there were code violations. (It is unclear whether Mr. Week's independently confirmed the code violations or simply confirmed the report from Argento Electric). It is my understanding that Mr. Weeks researched the project and discovered that FX Electric had inadvertently failed to pull an electrical permit for that project.

Inspector Weeks stated that the homeowner would NOT speak to Mr. Gibbons regarding this work and that FX Electric would not be provided the opportunity to rectify the situation. Inspector Weeks dictated to Mr. Gibbons that in order to prevent the matter from being reported to the State Board, Mr. Gibbons was to "come to an agreement with the homeowner." At this time, my client called the contractor who originally did the job

and the contractor was in communication with the homeowners. Over a 10-day period multiple phone calls were exchanged between Inspector Weeks, the contractor, the homeowner and Frank Gibbons. My client offered to reimburse the homeowner the exact dollar amount that was charged four years prior but was told by the contractor the homeowner wanted to be compensated for more than this amount. The situation was finally resolved when FX Electric was asked to pay the homeowner \$1,305.00 which exceeded the original bill by almost \$400.00. Despite requesting a copy of the electrician's bill and not receiving one, FX Electric remitted the payment. Mr. Gibbons believed the matter to be resolved until just this week when FX Electric received this complaint filed by Mr. Weeks to the State Licensing Board.

Given that my client tendered payment well over the original invoice amount to the homeowner, my client was somewhat surprised to receive Notice of a complaint filed by Mr. Weeks against my client and his company for a couple code violations and for not obtaining a permit for this project that occurred four years prior. (My client is not disputing that Mr. Weeks had the right to file this complaint). However, Mr. Weeks then detailed in his complaint that *"the building department is in the process of notifying the Applewood Condo Association of the incident and warning condo owners who may have had work done by FX Electric that it may have been done in violation of state electrical codes and may be unsafe"*. Mr. Week's inflammatory speculation has no basis in fact and simply is an attempt to interfere with my client's ability to conduct his electrical business. If Boxborough Building Department sanctions such a defamatory and frivolous letter to the condo association and its owners, I have advised my client to take appropriate legal action which may include claims for intentional interference with the ability to contract, defamation and slander.

What is more concerning in the present case is the appearance of impropriety which Mr. Weeks has demonstrated as the original complaint was not filed by the homeowner but the electrician, Argento Electric, one of my client's competitors and also the son of the former electrical inspector for the town. Clearly, Mr. Week's actions show a bias against my client which resulted in a financial benefit to the other electrical company, Argento Electric. Furthermore, it appears that Mr. Weeks is continuing to harass and coerce my client and interfering with his ability to perform any future work for these condominium owners. Again, there is no evidence that my client performed any work for these owners and furthermore violated any electrical code. Clearly, Mr. Week's intent to notify "condo owners" of potential code violations of work speculated to have been performed by my client is completely beyond the scope of his authority.

I therefore demand on the part of my clients that the Boxborough Building Department immediately cease and desist from taking any further action against my client in the form of letter writing or defaming my client in any way. If there are some facts or

circumstances that you rely upon in support or justification of continued harassment of my client, we require that you set forth a full and complete statement in writing.

If this demand is not accepted, I will recommend to my clients to pursue all legal rights available to them against Mr. Weeks, the Boxborough Building Department and the Town of Boxborough for wrongfully defaming my client and interfering with his ability to conduct his business and favoring one business over another in violation of the fair labor act.

Very truly yours,


Carol A. Frisoli, Esq.

cc:

Leslie Fox, Chair of Selectman
Selina Shaw, Town Administrator



2d

BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1726 · Fax: (978) 264-3127
www.boxborough-ma.gov

July 14, 2016

Joan Meyer
Applewood Three

[REDACTED]
[REDACTED]

To whom it may concern,

It has come to the attention of the Boxborough Building Department; electrical work has been performed at one of the condo units by a Massachusetts Licensed Electrician without the required electrical permit. This was discovered when a local electrical contractor was call out to troubleshoot a refrigerator circuit that tripped. In the process he noticed there was no GFCI protection for the counter top receptacles. He also identified several other wiring issues, which was later confirmed by the Town's Electrical Inspector to be unsafe, not to code and potentially dangerous. (Please note that this condition has been corrected). A formal complaint has been filed by this department to the State Electrical Inspector Office relative to this Electrician.

The purpose for this formal notice is we are concerned that the electrician, Frank X. Gibbons also known as FX Electric, may have conducted work for other unit owners in the same methodology as mentioned above. If work has been performed by this electrician, you are urged to have a Massachusetts Licensed qualified electrician perform an assessment of the work. If any unsafe code related items are identified, they shall secure an electrical permit, perform the repairs and have the Electrical Inspector approve.

We are notifying you, the condo association to help with this potential **Life Safety Condition**, by disbursing a copy of this notice to all unit owners/tenants. **As life safety is a joint responsibility.**

If you may have any question, please feel free to contact me.

Gerry Noel

Inspector of Buildings/
Building Commissioner

Cc: Electrical Inspector
Jim Dowrey
Alice Clark
Joel Richman

2e



DIVISION OF PROFESSIONAL LICENSURE
OFFICE OF INVESTIGATIONS
Application for Complaint
617-727-7406
www.mass.gov/dpl

Date Received (stamp):

Entered into the Database (Date): ___/___/___

Docket #: ___-___-___

Acknowledgement letter sent (Date): ___/___/___

Signature: _____

Please complete this form as fully as possible. (PLEASE DO NOT WRITE ABOVE LINE.) Please type or print legibly in ink.
SUBMITTED BY:

Name: WEEKS CHARLES H.
Last Name First Name MI

Address: [Redacted] [Redacted]
Number Street Daytime Phone
[Redacted] [Redacted] SAME
City State Zip Code Evening Phone

Best way to reach you: Evening Phone Daytime Phone E-mail: [Redacted]

LICENSEE SEEKING COMPLAINT AGAINST (use separate form for each licensed individual/business):

Name: GIBBONS FRANK X
Last Name First Name MI

Address: 585 KING STREET 978-952-6441
Number Street Daytime Phone
LITTLETON MA 01460 3818 E JOURNEYMEN
City State Zip Code License Number/Type Class

FX ELECTRIC
Business Name

PO BOX 1046 978-952-6441
Business Address Daytime Phone

LITTLETON MA 01460 80576 A MASTER
City State Zip Code Business License #/ Type Class

Please check the trade or profession that this application for complaint pertains to

- | | | |
|--|--|---|
| <input type="checkbox"/> Accountant | <input type="checkbox"/> Fire / Burglar Alarm Installer | <input type="checkbox"/> Occupational School Sales Representative |
| <input type="checkbox"/> Aesthetician | <input type="checkbox"/> Funeral Director | <input type="checkbox"/> Occupational Therapist |
| <input type="checkbox"/> Architect | <input type="checkbox"/> Gas Fitter | <input type="checkbox"/> Optometrist |
| <input type="checkbox"/> Athletic Trainer | <input type="checkbox"/> Hair Salon | <input type="checkbox"/> Physical Therapist |
| <input type="checkbox"/> Audiologist/Speech Language | <input type="checkbox"/> Hair Stylist | <input type="checkbox"/> Plumber |
| <input type="checkbox"/> Pathologist | <input type="checkbox"/> Health Officer | <input type="checkbox"/> Podiatrist |
| <input type="checkbox"/> Barber | <input type="checkbox"/> Hearing Aid/Instrument Specialist | <input type="checkbox"/> Psychologist |
| <input type="checkbox"/> Barber Shop | <input type="checkbox"/> Home Inspector | <input type="checkbox"/> Real Estate Agent/Broker/Salesperson |
| <input type="checkbox"/> Barber Schools | <input type="checkbox"/> Land Surveyor | <input type="checkbox"/> Real Estate Appraiser |
| <input type="checkbox"/> Chiropractor | <input type="checkbox"/> Landscape Architect | <input type="checkbox"/> Rehab Counselor |
| <input type="checkbox"/> Cosmetology School | <input type="checkbox"/> Manicure Salon | <input type="checkbox"/> Sanitarian |
| <input type="checkbox"/> Dietitian/Nutritionist | <input type="checkbox"/> Manicurist | <input type="checkbox"/> Sheet Metal Worker |
| <input type="checkbox"/> Dispensing Optician | <input type="checkbox"/> Marriage & Family Therapist | <input type="checkbox"/> Social Worker |
| <input type="checkbox"/> Drinking Water Operator | <input type="checkbox"/> Massage Therapist | <input type="checkbox"/> Veterinarian |
| <input checked="" type="checkbox"/> Electrician | <input type="checkbox"/> Mental Health Counselor | |
| <input type="checkbox"/> Electrologist | <input type="checkbox"/> Occupational School | |
| <input type="checkbox"/> Engineer | | |

Description of the incident(s):

Briefly describe the incident(s) that led to your application for complaint and note the times and dates that events occurred. List the names of all individuals involved. Please attach additional pages if needed.

~ SEE ATTACHED MATERIALS ~

(Please use a separate sheet if necessary. Do not write in the margins.)

Additional information or materials attached Yes No

To speed up the application for complaint process, submit legible copies (not the originals) of all relative documents supporting your application (e.g. contracts, medical records, cancelled checks, etc.). You will receive an acknowledgement letter notifying you if a complaint is issued based on your application. If a complaint is not issued, you will receive information on additional resources that may be available to you.

AUTHORIZATION FOR RELEASE OF RECORDS AND FORM REFERRAL

My signature to this form, or a photocopy thereof, authorizes the Division of Professional Licensure to:
(1) receive copies of all medical, dental and mental health records relating to my application for complaint, and (2) to refer my application for complaint to other appropriate law enforcement authorities to investigate and/or prosecute.

Please note that all applications for complaints are examined to determine their factual basis. The act of filing an application for complaint does not assure or imply that disciplinary action will be taken against the licensee.

I attest that the information provided is true, correct and complete to the best of my knowledge.

Signature Charles H. Weeks

Date 7-7-16

Mail this form to:
Division of Professional Licensure, Office of Investigations
1000 Washington Street, Suite 710
Boston, MA 02118



BOXBOROUGH BUILDING DEPARTMENT
29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1726 • Fax: (978) 264-3127
www.boxborough-ma.gov

To: Office of Investigations, Division of Professional Licensure

On June 10th 2016, in my role as the inspector of wires for the Town of Boxborough, I responded to a call from a local electrical contractor, Argento Electric. Argento was called by homeowner Dale Young of 130 Russet Lane to troubleshoot a refrigerator circuit that had tripped. In the process he noticed there were no GFCIs protecting the counter top receptacles. He also observed several other wiring issues, which I confirmed were violations, the list of which I included in a letter sent to the homeowner, a copy of which is attached to this filing. The homeowner then revealed that they had their kitchen remodeled in 2012 and provided an invoice from FX Electric. In researching the town's records I determined that no permit was applied for and no inspection made. After calling Frank Gibbons of FX Electric he admitted to not applying for a permit and gave no real acceptable explanation for the substandard work performed.

The building department is in the process of notifying the Applewood Condo Association of the incident and warning condo owners who may have had work done by FX Electric that it may have been done in violation of state electrical codes and may be unsafe.

Charles Weeks
Electrical Inspector

Dale Young
130 Russet Ln.
Boxborough, Ma 01719

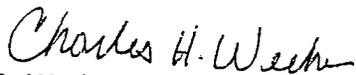
RE: Code Violations found upon inspection June 10, 2016

Dear Ms. Young:

The following code violations were found at the above address:

- No GFCI protection on kitchen counters Article 210.8(A) 6
- 15A Tap Off 20A circuit (Kitchen under cabinet lighting) Article 210.19 Conductors Minimum Ampacity and Size
- Wiring run in kitchen sink cabinet subject to physical damage Article 334.15(B)- 300.4 Exposed work
- Fixture wires used as branch circuit conductors Article 402.11 Uses not permitted
- Circuits involved not labeled in panel board Article 408.4(A) Circuit directory or circuit Identification
- No Electrical permit for work performed 527 CMR 21.00 M.G.L.

Regards,



Charlie Weeks
Electrical Inspector
Town Of Boxborough

JOB INVOICE

130 Russet Lane

FX ELECTRIC

1011 ...
P.O. Box 1000
Lilington, N.C. 27568
828-278-1000
Frank ...

SOLD TO: **DALE YOUNG**
 ADDRESS: **APPLE WOOD** *cond*
UNIT # 130
 ATTENTION:

DATE ORDERED: **6-5-12** ORDER TAKEN BY:
 PHONE NO.: CUSTOMER ORDER #:
 JOB LOCATION:
 JOB PHONE: STARTING DATE:
 TERMS:

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
1	Coil M/D		68	INSTALL Kitchen O.C.
2	OPAN PL Boxes		20	LTS. Dish in all
1	GRCS BRKX		61	Wiring. INSTALL W/M Sponge. Hang LT over Kitchen sink INSTALL L.V. DIMMER (2)
* Install Kitchen Undercabinet Lighting				
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> CONTRACT </div>				
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> PD </div>				
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> THANK YOU! </div>				
TOTAL MATERIALS				
TOTAL LABOR				

MISCELLANEOUS CHARGES			
LABOR	HRS.	RATE	AMOUNT
	8	95	760
TOTAL MISCELLANEOUS			
TOTAL LABOR			

WORK ORDERED: **Tom Heare**
 DATE ORDERED: **6-5-12**
 DATE COMPLETED: **6-5-12**
 CUSTOMER APPROVAL SIGNATURE: *[Signature]*
 AUTHORIZED SIGNATURE: *[Signature]*

TOTAL LABOR	760
TOTAL MATERIALS	149
TOTAL MISCELLANEOUS	—
SUBTOTAL	—
TAX	—
GRAND TOTAL	909

JOB INVOICE

F.X. ELECTRIC

Residential • Commercial
 P.O. Box 1048
 Franklin, MA 01450
 617-352-5700 • 617-352-6447
 Frank Gagnon

SOLD TO: **DALE YOUNG**
 ADDRESS: **APPLE WOOD Court**
UNIT # 130
 ATTENTION:

DATE ORDERED: **6-5-12** ORDER TAKEN BY:
 PHONE NO.: CUSTOMER ORDER #:
 JOB LOCATION:
 JOB PHONE: STARTING DATE:
 TERMS:

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK								
1	Conduit 1/2"		68	STARTED Kitchen Org								
2	CON PL BOXES		10	Wks. Dish in all								
1	GRCS BAKK		61	Wiring. INSTALL WAX								
				Sealant. Hang LV over								
				Kitchen SINK INSTALL								
				LV Hammer (2)								
				* Install Kitchen								
				Undercabinet Lighting								
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> CONTRACT </div>				<div style="border: 1px solid black; border-radius: 50%; width: 80px; height: 80px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> PO </div>								
<div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> THANK YOU </div>				<p>TOTAL MISCELLANEOUS</p> <table border="1"> <thead> <tr> <th>LABOR</th> <th>HRS.</th> <th>RATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td>P</td> <td>96</td> <td>760</td> </tr> </tbody> </table>	LABOR	HRS.	RATE	AMOUNT		P	96	760
LABOR	HRS.	RATE	AMOUNT									
	P	96	760									
TOTAL MATERIALS				TOTAL LABOR								

WORK ORDERED: **Tom Hanne**
 DATE ORDERED: **6-5-12**
 DATE COMPLETED: **6-5-12**

TOTAL LABOR	760
TOTAL MATERIALS	149
TOTAL MISCELLANEOUS	—
SUBTOTAL	—
TAX	—
GRAND TOTAL	909

CUSTOMER APPROVAL SIGNATURE: _____
 AUTHORIZED SIGNATURE: **[Signature]**

4

*

Selina Shaw

From: Kevin Mahoney <kvnjmhny@gmail.com>
Sent: Tuesday, August 16, 2016 8:39 AM
To: aduchesneau@boxborough-ma.gov; Selina Shaw
Subject: Design Review Board - Boxborough2030 short term Action Plans

PLEASE FORWARD TO SELECTMEN:

To the Board of Selectman:

The Design Review Board expects to be meeting in the near future we will be discussing short term action items assigned to the DRB in the Master Plan at that time.

We anticipate that our next meeting will take place once the proposed 100 senior unit housing project (aka Town Center Project) files a site plan approval application with the Planning Board.

Yours Truly,

Kevin Mahoney

Chair of the Design Review Board

5a

*



**BOXBOROUGH BOARD OF SELECTMEN
BOXBOROUGH PLANNING BOARD**

29 Middle Road, Boxborough, Massachusetts 01719

Phone: (978) 264-1712 • Fax: (978) 264-3127

www.boxborough-ma.gov

Board of Selectmen: Leslie Fox, Chair, Susan Bak, Clerk, Vincent Amoroso, Richard Barrett, and Robert Stemple

Planning Board: John Markiewicz, Chair, Eduardo Pontoriero, Clerk, Nancy Fillmore, Abby Reip, and Hongbing Tang

August 24, 2016

Jonathan Gulliver
Massachusetts Department of Transportation
District 3 Highway Director
403 Belmont Street
Worcester, MA 01604

Re: Pavement Condition of Route 111 in Boxborough

Mr. Gulliver:

Route 111 in Boxborough is the most heavily traveled roadway in town as it is the only east-west transportation corridor connecting Interstate 495 at the Boxborough-Harvard town line and Route 2 in Acton. There are serious infrastructure issues with all of Route 111 including deteriorating pavement, failing culverts, and portions washing out with the road surface being undermined. Additionally, almost the entire length of Route 111 lacks an improved shoulder due to the width of the travel lanes at 12 feet, the presence of a guardrails, and adjacent streams and wetlands. Pedestrians and cyclists are often forced to enter into the travel lanes and into the path of on-coming traffic.

In December of 2010, portions of the roadway were paved overnight. During this process the Town's Consulting Engineer was able to view the milled surfaces prior to the installation of pavement and observe the conditions of the pavement after installation was complete. In general, the finish pavement course was poorly compacted, had many surface flaws, and if this were a Town road, the pavement would be rejected outright. While some of the flaws with the pavement may be viewed as aesthetic, others show signs of failure and it is anticipated the road conditions will only continue to deteriorate over the winter freeze/thaw cycles and plowing seasons. If these sections of roadway were a subdivision roadway, the Board of Selectmen would recommend Town Meeting not accept the condition of the road and require the finish pavement be re-milled and overlaid with new pavement.

The existing finish pavement displays poor workmanship in many locations including lack of compaction with loose mix, popcorn-like surface in many areas, no apparent tack coat, and areas with poor seams. There are other areas with gouges of missing pavement, roller marks, and longitudinal drag marks. In addition to the lack of compaction, it is unclear as to whether the full

depth of Hot Mix Asphalt (HMA) was applied as there are many joints to abutting pavement where the Route 111 pavement is lower.

The newly paved portions of Route 111 have poor joints/compaction at most intersections with side roads, driveways, and curb cuts. Many joints are not flush with the existing paved surfaces creating drainage issues where the new pavement was poured, and creating plowing and ADA accessibility issues where the surface is lower. In general, the stretch of Route 111 in Boxborough is unsafe and an embarrassment to the Town and MassDOT.

As you may or may not be aware, the Town of Boxborough has been working since the mid-2000s to create a sidewalk along the length of Route 111 between the Town of Acton and the Town of Harvard. To date, the Town has been able to coordinate the completion of 3,000 feet of sidewalks in the heart of the community, connecting the Elementary School, the Public Library, Town Hall, the Police and Fire Department facilities, the Boxborough Community Center, a large 48 unit housing development, and area small businesses. We are currently working with your office to further extend the sidewalk along Route 111 from the Sargent Memorial Library to Liberty Square Road. In working through this process, we have been informed that a number of culverts along the roadway need to be replaced prior to Route 111 in Boxborough being resurfaced.

The Boxborough Board of Selectmen respectfully requests and strongly urges MassDOT to take swift action to replace these culverts in order for the resurfacing of Route 111 in Boxborough to occur in the very near future. We look forward to the major east-west thoroughfare in our community being resurfaced in an acceptable manner which is safe and appropriate. This project, coupled with the culvert replacements and sidewalk extension, will significantly increase the safety of the public and will ensure our public safety entities can maintain appropriate emergency response times.

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

Thank you for your time and consideration.

Sincerely,


Leslie Fox, Chair
Boxborough Board of Selectmen



John Markiewicz, Chair
Boxborough Planning Board

cc: Jason Benoit, Massachusetts Department of Transportation
State Senator James Eldridge
State Representative Jennifer Benson
Boxborough Planning Board
Boxborough Police Chief Warren Ryder
Boxborough Fire Chief Randolph White
Tom Garmon, Director, Boxborough Department of Public Works



5b # *

BOXBOROUGH BOARD OF SELECTMEN
BOXBOROUGH PLANNING BOARD

29 Middle Road, Boxborough, Massachusetts 01719

Phone: (978) 264-1712 • Fax: (978) 264-3127

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Planning Board: John Markiewicz, Chair, Eduardo Pontoriero, Clerk, Nancy Fillmore, Abby Reip, and Hongbing Tang

August 24, 2016

Scott T. Farrar, C.E.M.

Manager

Community & Customer Management

National Grid

164 Viscoloid Avenue

Leominster, MA 01453

Re: Route 111 Culverts and Sidewalk Extension in Boxborough

Mr. Farrar:

The Town of Boxborough has been working since the mid-2000s to create a sidewalk along the length of Route 111 between the Town of Acton and the Town of Harvard. To date, the Town has been able to coordinate the completion of 3,000 feet of sidewalk along Route 111 connecting the Elementary School, the Public Library, Town Hall, the Police and Fire Department facilities, the Boxborough Community Center, a large 48 unit housing development, and area small businesses.

The next section of sidewalk the Town would like to complete is an approximately 2,500 foot long eastward extension on the north side of Route 111 from the Sargent Memorial Public Library to Liberty Square Road. This stretch of new sidewalk would provide designated pedestrian access along a portion of roadway where there is virtually no shoulder. However, in coordinating with MassDOT to move this project forward, Jason Benoit from MassDOT informed the Town the biggest holdup for this project is National Grid's inability to locate the gas line along Route 111. Without being able to locate the gas line, MassDOT cannot finalize permitting applications and plans to be able to extend the existing culvert just east of the library. This is the major roadblock in moving forward with the culvert extension and the Town's ability to extend the Route 111 sidewalk further eastward. The Town of Boxborough finds this both perplexing and extremely frustrating as this is a major responsibility of your company and is causing a significant delay to an important public safety and transportation project.

Additionally, not only does the unknown location of the gas line delay the extension of the Route 111 sidewalk, it is also delaying the replacement of two culverts near the Town's Police and Fire Stations. These two culverts have been identified by MassDOT as needing replacement and if they were to fail it would cause a significant public safety issue in the community by blocking

eastbound traffic on Route 111. This roadway is the most heavily traveled east-west roadway in town and is critical to prompt emergency response times. Furthermore, the Town is also working with MassDOT to resurface Route 111 in its entirety between the Acton and Harvard town lines as it is in deplorable condition. However, until these culverts can be replaced, MassDOT will not prioritize the repaving of Route 111 in Boxborough.

The Boxborough Board of Selectmen respectfully requests and strongly urges National Grid to make locating the gas line along Route 111 a top priority. We look forward to the opportunity to construct the next segment of the Route 111 sidewalk and the replacement of the culverts near our public safety facilities. These projects will significantly increase the safety of the public walking or cycling along a section of Route 111 which today is quite dangerous, and will ensure our public safety entities can maintain appropriate emergency response times.

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

Thank you for your time and consideration.

Sincerely,



Leslie Fox, Chair
Boxborough Board of Selectmen



John Markiewicz, Chair
Boxborough Planning Board

cc: Jason Benoit, Massachusetts Department of Transportation
State Senator James Eldridge
State Representative Jennifer Benson
Boxborough Planning Board
Boxborough Police Chief Warren Ryder
Boxborough Fire Chief Randolph White
Tom Garmon, Director, Boxborough Department of Public Works



Minutes, Notices and Updates
August 29, 2016

Minutes

1. Minutes of the Conservation Commission meetings held July 20, 2016 and August 3, 2016.

Notices

1. Notice of a Town Meeting Committee meeting held August 16, 2016
2. Notice of a Finance Committee meeting to be held August 23, 2016
3. Notice of an Agricultural Commission meeting to be held August 23, 2016
4. Notice of a Steele Farm Advisory Committee meeting to be held August 25, 2016
5. Notice of a Personnel Board meeting to be held August 26, 2016
6. Notice of an ABRSC Comparative Communities Subcommittee meeting to be held August 30, 2016
7. Notice of a Library Board of Trustees meeting to be held September 7, 2016
8. Order of Conditions issued by the Conservation Commission on August 3, 2016, regarding the application filed by Anne Gardulski for the property located at 148 Sargent Road.
9. [Postcard] Notice of a Special Election/District-Wide Referendum on Bonding for a New Minuteman High School on Tuesday, Sept. 20, 2016.

9c



General Correspondence
August 29, 2016

1. August 2016 Newsletter, *OARS*, from the Organization for the Assabet, Sudbury & Concord Rivers.
2. Sudbury Valley Trustees (SVT)'s Program & Event Calendar Sept. – Dec. 2016 (*including George Krusen's Annual Winter Solstice Sunrise Walk at Half Moon Meadow – 12/20/16*)
3. Comcast's Q2 2016 Mass. Ed. Newsletter *Comcast Connections*



TOWN OF BOXBOROUGH

29 Middle Road, Boxborough, Massachusetts 01719
Phone: (978) 264-1700 · Fax: (978) 264-3127
www.boxborough-ma.gov

Field Permit Application

Effective Date: January 1, 2012

COMPLETE SECTIONS I AND II ONLY. File application at the Boxborough Town Hall at least two weeks prior to the date desired, earlier if possible. Adult and Youth Organizations must provide a current Certificate of Liability Insurance and sign the Boxborough Field Use Permit Policy (available online or at the Boxborough Town Hall) before a Permit will be granted. Incomplete applications will not be accepted. Please allow up to two weeks for your application to be processed. Upon approval of application, a permit will be issued.

SECTION I

Application Date: 6/28/16 Email Address: ross@goaccess.org
Name of Organization: Access Sport America
Contact Person: Ross Litley Phone: Home () [REDACTED]
Address: [REDACTED] Work () [REDACTED]
Town/City: [REDACTED] State: MA Zip Code: [REDACTED]
Organization: Resident Non-Resident Number of Participants: 20
Describe Activity: Adaptive soccer

SECTION II

Facility/Field Requested: Please be sure to check facility and circle preferred configuration for soccer
Configuration of fields at each location to be determined by Town

Flerra Soccer Liberty Soccer Fifer's Soccer
11 v 11 6 v 6 11 v 11 6 v 6 11 v 11 6 v 6
8 v 8 4 v 4 8 v 8 4 v 4 8 v 8 4 v 4
Flerra Baseball Liberty Baseball Other

DATE(S) REQUESTED:

1st Choice 9/17, 24 + 10/1, 8, 15, 22, 29 Time Requested: Start Time 10:30 End Time: 11:30
2nd Choice _____ Time Requested: Start Time _____ End Time: _____

Will Food/Beverages be Served? N If Yes, be specific: _____

Will Alcohol be Served?* N Has a permit been obtained by the Board of Selectmen? _____

* A separate application for the liquor license must be obtained through the Town Administrator's Office.

Fire - Permit required for all cook-outs, and must be obtained through the Fire Department.

Has a permit been obtained by the Fire Department? _____

Please notify the Boxborough Recreation contact for cancellations so that we may plan accordingly.

The lessee or user of the facility/field shall hold the Town of Boxborough and all its agents harmless from any and all actions resulting from the leasing or utilization of the premises. The Town of Boxborough reserves the right to cancel any permission, whenever, in its discretion, such cancellation seems advisable.

[Signature]
(Representative's Signature)

6/30/16
(Date)

PERMIT FOR USE OF RECREATION FACILITIES

() THIS APPLICATION IS APPROVED FOR USE OF FACILITIES AS SCHEDULED

() THIS APPLICATION IS DENIED FOR THE FOLLOWING REASONS:

Permit issue by _____ Date _____
Town Administrator

Special Instructions: _____

Copy to:

_____ Grounds (Tom Garmon) _____ Police _____ Fire
_____ Town Administrator _____ Authorized Rep. _____ RecComm

Office use only: Application received on: ____/____/____ BY: _____

Permit Fee: \$ _____ Check # _____

Application approved / denied on ____/____/____

Applicant contacted on ____/____/____ by: Phone Email Mail

Second contact on: ____/____/____ by: Phone Email Mail

Application Withdrawn ____/____/____

3. Each organization shall be responsible for communicating field closings to the referees, umpires, parents, participants and coaches in a timely fashion to avoid unnecessary inconvenience or improper use of closed fields.
4. Regardless of whether the field is officially closed or not, a practice or a game must not commence or continue on a field if:
 - a. The field has standing water on it (i.e. puddles).
 - b. Base paths on softball and baseball fields have any standing water.
 - c. The field is saturated with water. Saturation is when you step on the field and water seeps up into your footprint, like a sponge.
 - d. Lightning is present. There is no exception to this rule.
 - e. By playing on the field, the players would be damaging the field beyond normal wear and tear (e.g. tearing up the turf, creating muddy areas, etc.).
5. Once a game or practice begins, the referee, umpire or coach shall be responsible for a decision to suspend a game due to the above-mentioned or other conditions.
6. If the Town of Boxborough closes the field, the permit holder will be entitled to change field locations if an alternate field is available, reschedule the date or request a full refund for that day.

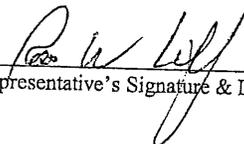
Removal of Trash

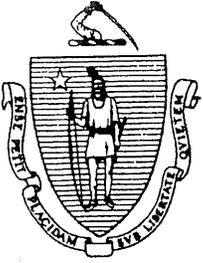
Carry in-carry out! It is the permit holder's responsibility to assure that fields are policed after use and no trash is left behind.

The permit is being issued for the exclusive use of the field only. Conditions of play such as lines and equipment are not part of the permitting process.

Failure to abide by the policy may result in suspension of the field permit or loss of field use privileges. By signing below, Organization Coordinator and his/her group agrees to abide by the *Boxborough Field Use Permit Policy*.

Acces Sport America
Representative's Name and Organization


Representative's Signature & Date



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

For Reconsideration

H.L.

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

012200001

Boxborough

06/06/2016

ABCC License Number

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

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

Name of Licensee: DRIFTWOOD SPECIAL SERVICING, LLC EIN of Licensee: 45-4149567

D/B/A: HOLIDAY INN BOXBOROUGH Manager: LINDSAY DEAN

ADDRESS: 242 ADAMS PLACE CITY/TOWN: BOXBOROUGH STATE: MA ZIP CODE: 01719

ANNUAL ALL ALCOHOL INNHOLDER Granted under Special Legislation? Yes No

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

JUN 15 2016 If Yes, Chapter Year

Complete Description of Licensed Premises:

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

Application Filed: 5/17/16 @ 4:05 PM Advertiser: May 26, 2016 Abutters Notified: Yes No

Date & Time Date & Attach Publication

Licensee Contact Person for Transaction: DAVID L. RUBIN, ESQUIRE Phone: 508-875-9797

ADDRESS: 929 WORCESTER ROAD CITY/TOWN: FRAMINGHAM STATE: MA ZIP CODE: 01719

Remarks:

The Local Licensing Authorities By:

[Handwritten signatures]
 6-6-2016

APPROVED
 SL
 AUG 09 2016

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

[Handwritten signature]

ABCC Remarks:

June 28 2016

Boxborough Board of Selectmen
29 Middle Rd
Boxborough, MA 01719

Dear Selina and Selectmen,

I am hoping to continue with our adaptive soccer game on Saturdays starting on September 17th and continuing on Saturdays until October 29th. Depending on what ABYS suggests we'd like to use a field at Liberty St., from 10:30-11:30 on:
September 17,24
October 1,8,22, and 29

The game will, as in the past, include children, youth and young adults living with challenges/disabilities. We teach skills and finish with games in our time. We'd ask that the fee for field usage be waived as we are not charging for these sessions.

Thank you,

Ross Lilley
Executive Director
AccesSportAmerica