



BOXFORD SELECT BOARD

Monday, July 25, 2022

**Virtual Meeting Only - Revised
Zoom**

This meeting is audio and video recorded

7:00 PM Call to Order

7:05 PM Announcements

7:10 PM National Grid Pole Petition Public Hearing, Georgetown Rd 30552200

7:20 PM Meeting with Greenbelt Land Use Director, Vanessa Johnson-Hall

- Consider Approval of Essex County Greenbelt Conservation Restriction for King's Tree Farm

7:30 PM Meeting with Town Clerk, Robin Phelan

- Update on recent state voting legislation, mail-in and early voting
- Appointment of Election Workers
- Signing of Election Warrant
- Any other business to come before the Town Clerk and the Board not anticipated at the time of this posting

7:45 PM Meeting with Fire Chief, Brian Geiger

- Fire Department update
- Medical Response Pilot Program update
- Any other business to come before the Fire Chief and the Board not anticipated at the time of this posting

8:15 PM Meeting with DPW Superintendent/ Town Engineer

- Rt 133 TIP Project Update – Next steps on Washington St roadway corridor design (Washington & Main intersection to be discussed at a future meeting)
- Any other business to come before the DPW Superintendent/ Town Engineer and the Board not anticipated at the time of this posting

8:35 PM Report of the Town Administrator

- Appointment of Alternate Inspector of Buildings
- Discussion on Goal Setting Process
- FY23 State Budget update
- Any other business to come before the Town Administrator and the Board not anticipated at the time of this posting

9:00 PM Routines

- Correspondence
- Appointments
- Approval of Minutes
- School and Non-School Warrants

9:05 PM Any other business to come before the Board

9:10 PM Executive Session

- To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares; Boxford vs. Andrews Farm Water Company and Conn, et. al.; Notice of Chapter 11 Filing – Andrews Farm Road Water Company

Adjourn

Next Meeting – August 8, 2022

New Call to Order

I call this meeting to order and inform all that this meeting is being video and audio recorded and that Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting via virtual means.

The meeting may also be accessed remotely through the remote participation link provided on this meeting's posting on the Town's website calendar. The website calendar also lists the specific ID number required for virtual attendance via Zoom along with phone numbers to dial into the meeting.

Additionally, the public is able to: Listen to and/or view this meeting via BCATv on FIOS channel #39 or Comcast Channel #22 or through the BCATv website; OR Participate in the meeting virtually.

In addition, all members please be aware that all votes must be roll call votes.



BBQ on the Lawn at the Council on Aging

WHEN: Wednesdays at NOON on July, 27
August 3, 10, 17, 24 & 31

WHERE: Council on Aging Lawn
4 Middleton Road

RESERVATIONS ARE REQUIRED - WALK INS WILL BE TURNED AWAY. We ask that you sign up ASAP. Reservations need to be received no later than 9am on the day before the BBQ.

Price is \$5.00/pp.

The COA van is available at no cost for any Boxford senior who wishes to take advantage of this service. Masks must be worn on the bus.

The menu consists of hamburgers and hotdogs with at least one type of salad.

Boxford's 3rd Annual
Summer Fest

Saturday, July 30th

(Rain Date Sunday the 31st)

12 to 3PM

**12 BARZ
BAND**

Live Music!

Essex County



Brewing Company!

Great Food for Purchase!

Boxford Fire Dept. Demo!



Kid's Fun & Games!



188 Washington St (Rt 133)

Behind the West Village Library

Sponsored by:

West Boxford Improvement Society

"Cultivating Community since 1832!"

Real Estate Taxes for Q1 of FY2023 are due August 1



Real estate tax bills for the 1st quarter of FY 2023 are due on **Monday, August 1st.**

Payments to “Town of Boxford” may be made by several convenient methods:

- Mail to P.O. Box 601, Medford, MA 02155 (must include bill payment coupon) in envelope provided with bill
- Mail to Town Hall at 7A Spofford Rd., Boxford, MA 01921
- Pay online at www.town.boxford.ma.us (Select “\$ Online Payments”)
- Pay in person at Town Hall 8:00 AM – 4:30 PM
- Deposit in secure **Tax Payment Dropbox** located to right of front door entrance to Town Hall—available 24 hours

Questions should be directed to 978-887-3674
or treasurerandtaxcollector@town.boxford.ma.us.

Ellen S. Guerin
Collector of Taxes



Board of Health Update, July 22, 2022

Statewide, new Covid cases increased last week to 19,395 compared to 18,996 two weeks ago (+2% compared to +1% two weeks' ago) Over the past week, new cases in ages 0 to 19 increased 5%, from 2,737 two weeks' ago to 2,886 last week, with new cases in 0 to 9 year olds increasing by 8%, from 1,652 two weeks' ago to 1,782 last week.

Last week, new hospitalizations for Covid increased by 7% as compared to those hospitalized two weeks ago, with those in ICUs increasing from 46 to 52. Of the 589 hospitalized, 348 (59%) were fully vaccinated but still became infected.

Over the past week, there were 6 new cases of Covid-19 in Boxford, as compared to 14 cases two weeks' ago (1,598 total to date).

The Omicron BA.5 variant has spread rapidly across the U.S and now accounts for over 80% of new cases. Symptoms in adults include runny nose, sore throat, headache, persistent cough and fatigue. But children tend to have more gastrointestinal symptoms compared to adults, like nausea, abdominal pain, vomiting and diarrhea.



May 16, 2022

The Board of Selectmen of Boxford, Massachusetts

To whom it may concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit, please contact:

Dave Boucher 978-725-1461

Please notify National Grid's Lisa Ayres of the **hearing date / time** to lisa.ayres@nationalgrid.com

National Grid: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845; # 978-725-1418

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson/lla

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact – Dave Boucher 978-725-1461

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Boxford, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Georgetown Rd. - National Grid to install (1) SO pole 1210-84 with pole-to-pole guy and guy/anchor on Georgetown Rd. beginning at a point approximately 337 feet north of the centerline of the intersection of Boren Ln. and continuing approximately 20 feet in a west direction. This will enable removal of pole to tree guy wire.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Georgetown Rd. - Boxford, Massachusetts.

30552200

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson/lla*
BY _____
Engineering Department

May 16, 2022

Questions contact – Dave Boucher 978-725-1461

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Boxford, Massachusetts

Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a NATIONAL GRID and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 16th day of May 2022.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Georgetown Rd. - Boxford, Massachusetts.

30552200 Filed with this order:

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Georgetown Rd. - National Grid to install (1) SO pole 1210-84 with pole-to-pole guy and guy/anchor on Georgetown Rd. beginning at a point approximately 337 feet north of the centerline of the intersection of Boren Ln. and continuing approximately 20 feet in a west direction. This will enable removal of pole to tree guy wire.

I hereby certify that the foregoing order was adopted at a meeting of the _____ of the
City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

Massachusetts City/Town Clerk.
20 ____.

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on
at

20 , at o'clock, M
a public hearing was held on the petition of

Massachusetts Electric Company d/b/a NATIONAL GRID for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of
Massachusetts, on the day of 20 , and recorded with the
records of location orders of the said City, Book , Page . This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:

City/Town Clerk

Questions contact – Dave Boucher 978-725-1461

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a public hearing was held on the petition of

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City/Town Clerk.

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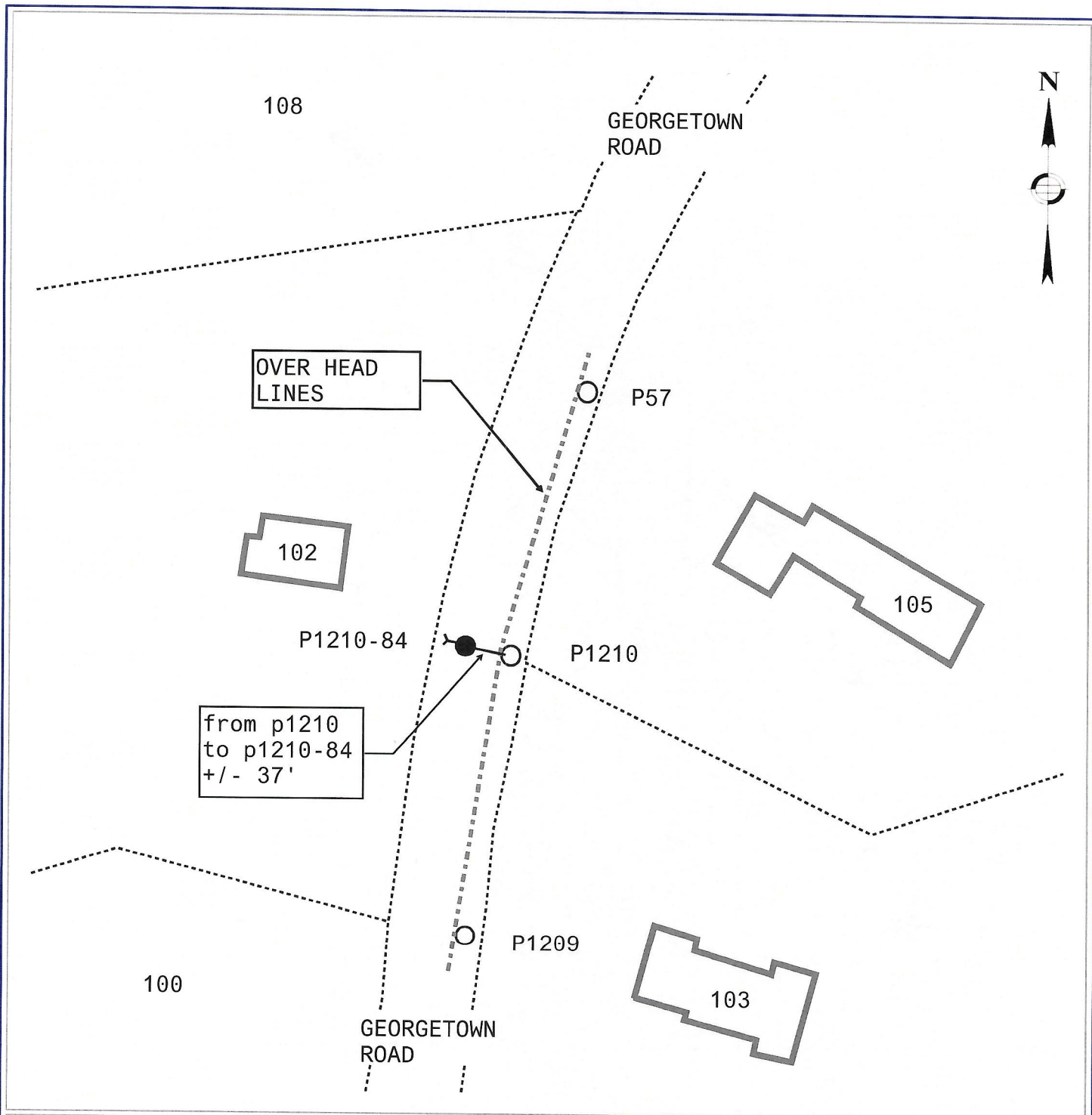
Board or Council of Town or City, Massachusetts

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is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:

City/Town Clerk



SOLE OWNED POLE PETITION

Plan Number 30552200

LEGEND

○ EXISTING J.O. POLE

● NEW S.O. POLE WITH POLE TO POLE GUY AND DOWN GUY ATTACHED TO ANCHOR ON GROUND

..... LOT LINE

Date: 5/16/22

Drawn by: DJB

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

nationalgrid

To The: TOWN OF BOXFORD, MA

For Proposed:

NEW POLE LOCATION

Location:

GEORGETOWN RD

Sketch to accompany petition for:

NEW STUB POLE 1210-84 WITH ANCHOR TO SUPPORT POLE LINE ACROSS THE STREET. OLD POLE TO TREE GUY TO BE REMOVED.

From: Vanessa Johnson-Hall <vkjohnson@ecga.org>
Sent: Thursday, July 21, 2022 7:20 PM
To: Matt Coogan <mcoogan@town.boxford.ma.us>
Cc: Jessica A. Grigg <jag@tollund.com>; Ross Povenmire <rpoenmire@town.boxford.ma.us>;
Natasha Grigg <mymol@aol.com>
Subject: King Tree Farm Conservation Restriction for Select Board Signatures

External Sender

Dear Matt,

I am emailing you the King Tree Farm Conservation Restriction for the Select Board's consideration for approval and signing Monday evening. I have also attached an aerial photo depicting the property. This Conservation Restriction was recommended for approval and Select Board signatures by the Conservation Commission at their 7/21 meeting. The Conservation Restriction has also been reviewed and approved for signature by the Executive Office of Energy and Environmental Affairs Conservation Restriction Review Program. The Commonwealth requires that all conservation restrictions in Massachusetts be signed by the municipality in which they are located to affirm that the conservation restriction is protecting conservation values of public interest.

For Select Board members who may have never reviewed a Conservation Restriction, it might be helpful for them to know that the majority of the CR is "boilerplate" language that is required by the state and is typically not modified. The only sections that are tailored to each specific property are the preamble (which defines the property being protected, who is granting the CR and who is accepting the CR), the Purposes (which describes the conservation values being protected by the CR), and Section II.B. the Permitted Acts and Uses. The language in these sections are largely based upon model CR language.

The Select Board signatures will need to be notarized (or, at a minimum, the Chair needs to sign in the presence of a notary). I am a notary and can provide this service if there is no one present at the meeting or at Town Hall who can notarize.

Please let me know if you need any other information prior to the 7/25 Select Board meeting.

Please also let me know if the meeting is in person or via Zoom. If it is in person, I will bring an original CR that can be signed Monday evening. If not, please print the CR single-sided (the Registry will not record double-sided documents), and let me know when I can pick up the signed CR.

Thank you,
Vanessa

Vanessa Johnson-Hall
Director, Land Conservation Division
Greenbelt | Essex County's Land Trust
82 Eastern Avenue
MAIL TO: P.O. Box 1026
Essex, MA 01929
vkjohnson@ecga.org
Office: (978) 768-7241 x16
Mobile: (978) 768-8310
ecga.org



GRANTOR: Evergreen Realty Trust, Richard Q.
King Trust, Eva L. King Trust
GRANTEE: Essex County Greenbelt Assoc., Inc.
ADDRESS OF PREMISES: 44 Belvedere Road and
217 Washington Street, Boxford
FOR GRANTOR'S TITLE SEE: Essex County
Registry of Deeds at Book 28043, Page 499 and
Book 28043, Page 511

CONSERVATION RESTRICTION

Richard Q. King, as sole trustee of Evergreen Realty Trust u/d/t dated September 14, 2008, recorded in the Southern Essex District Registry of Deeds in Book 28043 at Page 494, and not individually, sole owner of a portion of the Premises known as 217 Washington Street, Boxford, MA, for its successors and assigns; and Richard Q. King, as sole trustee of the Richard Q. King Trust u/d/t dated August 27, 2008, as evidenced by a Trust Certificate dated September 14, 2008, and recorded in said registry in Book 28043 at Page 507, and not individually, and Richard Q. King, as sole trustee of the Eva L. King Trust u/d/t dated August 27, 2008, as evidenced by a Trust Certificate dated September 14, 2008, and recorded in said registry in Book 28043 at Page 509, and not individually, constituting all of the owners of a portion of the Premises known as 44 Belvedere Road, Boxford, MA, for their successors and assigns; all of said trusts constituting all of the owners of the Premises (jointly and severally, and together with any and all additional and/or successors trustees of said trusts, "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation having its principal office at 82 Eastern Ave., Essex, Massachusetts 01929, its permitted successors and assigns ("Grantee"), for fifty-thousand dollars (\$50,000.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Boxford containing a +/- 23.1-acre portion of two parcels that together comprise 24.7-acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, agricultural or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- A. **Open Space.** The Premises contributes to the protection of the scenic and natural character of the Town of Boxford, and its protection will enhance the open-space value of adjacent conserved lands, including land permanently preserved by BTA/BOLT, Inc., Essex County Greenbelt Association, Inc., and the Town of Boxford.
- B. **Floodplain.** Approximately 17 acres of the Premises lies within the 100-year floodplain of an unnamed brook that forms part of the headwaters of the Parker River. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- C. **Soils and Soil Health.** The Premises includes approximately 4.5 acres of soils mapped as Prime Farmland Soils and 0.8 acres of soils mapped as Farmland of Statewide Importance, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- D. **Wildlife Habitat and Biodiversity.** The Premises is entirely within an area designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species,” the protection of which aligns with NHESP’s wildlife and habitat protection objectives. The Premises is also entirely within areas designated as BioMap2 Core Habitat for Species of Conservation Concern, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- E. **Habitat Connectivity.** The Premises is adjacent to permanently preserved land, thus expanding the corridor of protected habitat for flora and fauna.
- F. **Wetlands and Water Quality.** The freshwater wetlands and marshland on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of

Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws). Protection of these wetlands and their associated vegetation can help maintain water quality of waters on and off the Premises, including the Parker River.

- G. Working Farmland.** The protection of the Premises will ensure that the Premises will be permanently available for agriculture that is consistent with the Purposes.
- H. Climate Change Resiliency.** The Premises is identified as an area of Average or Median Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool, including Connectivity and Climate Flow and Recognized Biodiversity Value. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- I. Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy.** The conservation of the Premises furthers the following goals of Boxford's 2015 Open Space and Recreation Plan: Goal A: Preserve and protect groundwater resources, drinking water resources, ponds, streams, wetlands and wildlife habitat; Goal B: Preserve and protect the rural character of the town; and Goal C: Preserve, enhance and acquire lands for active and passive recreational needs.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing either or both of the two separate legal lots comprising the Premises or conveying a part or portion of any such lots (as compared to conveyance of the entirety of one or both such lots which shall be permitted), it being the Grantor's and Grantee's intention to maintain each legal lot under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards,

disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XIII);

2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, agricultural waste and similar biodegradable materials originating on the Premises and supplemental composting materials from off-site for use on the Premises, provided that:
 - a. Composting shall in no instance be the primary commercial operation of the Premises; composting for commercial sale shall only be an ancillary operation to the farm with its primary purpose to supplement soils on the Premises for cultivation; and
 - b. Storage of any manure shall be located a minimum of 100 (one-hundred) feet away from the edge of wetlands.
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Forest Management.
 - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities (“Forestry Activities”), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester.
 - b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Boxford Conservation Commission, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes,

- regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
- ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.5 and protects the Conservation Values of this Conservation Restriction; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. Harvesting For Personal Use. The sustainable cutting of trees predominantly for the Grantor’s personal use, not to exceed four (4) cords or equivalent volume per year, shall not require a Forest Stewardship Plan provided that any such cutting complies with the Forestry BMPs.
6. Agricultural Activities. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, flowers, trees, nursery or greenhouse products, ornamental plants and shrubs, bees, fowl, sheep, goats, associated guard animals such as alpacas or llamas (collectively, “Animal Husbandry”), all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market (collectively, “Agricultural Activities”); and
- a. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises. Specifically,

Agricultural Activities shall minimize the use of artificial pesticides, herbicides, fungicides, and fertilizers;

- b. Requirement for a Farm Conservation Plan. Any change in use of the Premises from its current use as a tree farm and nursery shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. describe how Agricultural Activities will minimize the use of artificial pesticides, herbicides, fungicides, and fertilizers, maximize soil and water conservation, and promote Healthy Soils and Practices;
 - iii. In the event Animal Husbandry is proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values of the Premises.
- c. Temporary Agricultural Structures and Improvements. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil. The cumulative footprint of temporary improvements with a roof (including but not limited to greenhouses, high tunnels, run-in shelters, and the like) shall not exceed a total of five-thousand (5,000) square feet outside of the Building Envelope (as that term is defined below);
- d. Farm Stand. In that area of the Premises labeled “Front Field” on the survey plan in Exhibit B, and with prior written approval of the Grantee, which approval shall be to determine compliance with this Conservation Restriction, the construction, maintenance, repair and replacement of one (1) commercial farm stand no greater than one story in height and with a total footprint no greater than four-hundred (400) square feet for the sale of farm products predominantly grown, produced, or raised on the Premises; the installation of utilities to service said farmstand; and the construction, maintenance and repair of parking for up to twelve (12) vehicles, provided that said parking shall not be covered with impervious material;

- e. Harvest Festival. Hosting of up to two (2) public farm harvest festivals per year, with prior notice to the Grantee.
7. Motorized Vehicles: the use of motorized vehicles associated with Agricultural Activities, and the storage of working farm vehicles on the Premises provided that the location of said vehicle storage shall not adversely impair agricultural soils.
8. Farm Animals and Gardens for Personal Use: The keeping, rearing and sheltering of up to two (2) large farm animals such as horses, donkeys, llamas, alpacas, or a combination thereof, or a combination of the equivalent in animal units of small farm animals such as sheep, goats, or pigs, and up to twenty (20) poultry, and fruit and vegetable gardens primarily for personal use, or the sale of products of these activities, shall not constitute Agricultural Activities and shall not require a Farm Conservation Plan, provided any such sale of products shall be ancillary to the Grantor's personal use.
9. Field Creation and Expansion for Agricultural Activities and Temporary Agricultural Structures and Improvements. With prior written notice to the Grantee, the clearing of those areas of the survey plan labeled "Front Field" and "Former Field" for permitted Agricultural Activities, including for construction of a farm stand and Temporary Agricultural Structures and Improvements, provided that said areas are not resource areas protected by the Massachusetts Wetlands Protection Act or local bylaws. Said clearing shall not require a Forest Stewardship Plan.
10. Existing Farm Storage Shed. The use, maintenance, and replacement in predominantly its current footprint of five-hundred (500) square feet of the existing farm storage building, as shown in the Baseline Report.
11. Septic System and Wells. The use, maintenance, repair and replacement of the existing water well on the Premises, as shown in the Baseline Report. With prior written approval of the Grantee, the construction, repair, maintenance and replacement of a septic system and/or well to serve the Building Envelope (as defined below in Section II.C), including infrastructure and utilities reasonably necessary for the operation of any such well or septic system ("Improvements"), provided that such Improvements shall not be located outside of the Building Envelope unless a qualified professional certifies in writing that there is no feasible location for any such improvement within the Building Envelope, and the Grantee approves of any such Improvements to be located outside of the Building Envelope, and further provided that any of these Improvements serves only the building shown as "Farm Office" on the survey plan in Exhibit B, or a successor structures permitted by this Conservation Restriction and located within the Building Envelope.
12. Utilities. The installation, use, maintenance, repair and/or replacement of utility lines (including but not limited to power, telephone, internet and water lines) as necessary to service the Building Envelope or permitted structures on the Premises.

13. Outdoor Passive Recreational and Educational Activities. Fishing, swimming, hunting, hiking, horseback riding, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
14. Trails. With prior written approval of the Grantee: constructing new trails and trail features up to five (5) feet in width overall and with a treadway of up to eight (8) feet in width, and without such approval routine maintenance of such trails once constructed, for permitted passive recreational uses, including constructing and routine maintenance of bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
15. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor or Grantee, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
16. Farm Roads, Driveway and Parking Areas. Using and maintaining the existing driveway between Belvedere Road and Washington Street, farm roads and associated parking areas in substantially their current footprint as documented in the Baseline Report, provided said access way, farm roads and parking areas are not paved with impervious surfacing; with prior written permission from Grantee, new farm roads may be moved and/or created to support Agricultural Activities.
17. Indigenous Cultural Practices. Allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural land ceremonial uses are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices and non-commercial purposes, with prior notice to the Grantee;
18. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
19. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no

pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph II.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

20. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Permitted Acts and Uses, do not impair the Conservation Values and Purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

C. Building Envelope

Notwithstanding Paragraph II.A “Prohibited Acts and Uses” above, and provided the Conservation Values and Purposes of the remaining portion of the Premises as set forth in Section I “Purposes” above are not materially impaired, the Grantor reserves the right to carry on Permitted Acts and Uses as well as such residential use and agricultural use as would be permitted under applicable federal, state and local land use and other laws and regulations within that certain portion of the Premises identified as “Building Envelope 43,681 S.F.” as shown on the survey plan in Exhibit B (“Building Envelope”), as if the Building Envelope constituted a separate legal building lot having sufficient frontage and were not part of the Premises, subject, nevertheless, to the general prohibitions in Section II.A.8. against the division or subdivision of the two legal lots comprising the Premises and Section II.A.6. against the introduction of invasive species. The Building Envelope is and shall remain part of the Premises and shall not be subdivided nor severed from the remainder of the Premises; any attempt at any such division or severance shall be null and void. For the purposes of this Conservation Restriction, the terms “residential use” and “agricultural use” shall have the meanings set forth in the zoning bylaws of the Town of Boxford or any successor bylaws, rules or regulations, as each may be amended from time to time.

D. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

E. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph II.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right

requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

F. Notice and Approval.

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

III. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory

relief and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. Notwithstanding the foregoing, however, in the event litigation and/or other judicial proceeding is initiated by either party, the unsuccessful party shall be obligated to reimburse the successful party for the successful party's reasonable expenses (including counsel fees) with respect to such litigation and/or other judicial proceeding. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with, including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph IV.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right as of the Effective Date (See Paragraph X.) will be determined by an appraisal done within six (6) months of that date. Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such

action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph IV.B. and Paragraph IV.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

V. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. Section 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VI. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this

Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

VIII. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph V.C (Running of the Benefit) to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

IX. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or

5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph IV (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph IX to be less restrictive; or
8. cause the provisions described in Paragraph V.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Boxford and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Richard King
44 Belvedere Road
Boxford, MA 01921

Or then-current owner on record with the Registry of Deeds

To Grantee: Director of Stewardship
Essex County Greenbelt Association, Inc.
P.O. Box 1026
Essex, MA 01929

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XIII. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby releases and agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor

Grantee Acceptance

Approval of Boxford Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2022,

EVERGREEN REALTY TRUST

_____, duly authorized
Richard Q. King, Trustee

RICHARD Q. KING TRUST

_____, duly authorized
Richard Q. King, Trustee

EVA L. KING TRUST

_____, duly authorized
Richard Q. King, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Richard Q. King, as Trustee of Evergreen Realty Trust, Richard Q. King Trust, and Eva L. King Trust, was accepted by Essex County Greenbelt Association, Inc. this _____ day of _____, 2022.

By: _____
Katherine Bowditch
Its: President, duly authorized

By: _____
Timothy Fritzinger
Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF BOXFORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Boxford, hereby certify that at a public meeting duly held on _____, 2022, the Select Board voted to approve the foregoing Conservation Restriction from Richard Q. King, as Trustee of Evergreen Realty Trust, Richard Q. King Trust, and Eva L. King Trust, to Essex County Greenbelt Association, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF BOXFORD SELECT BOARD

Barbara G. Jessel

Judith A. Stickney

Peter C. Perkins

Margaret Chow-Menzer

Charles J. Costello

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public

My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Richard Q. King, as Trustee of Evergreen Realty Trust, Richard Q. King Trust, and the Eva L. King Trust, to Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2022

Bethany A. Card
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Bethany A. Card, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

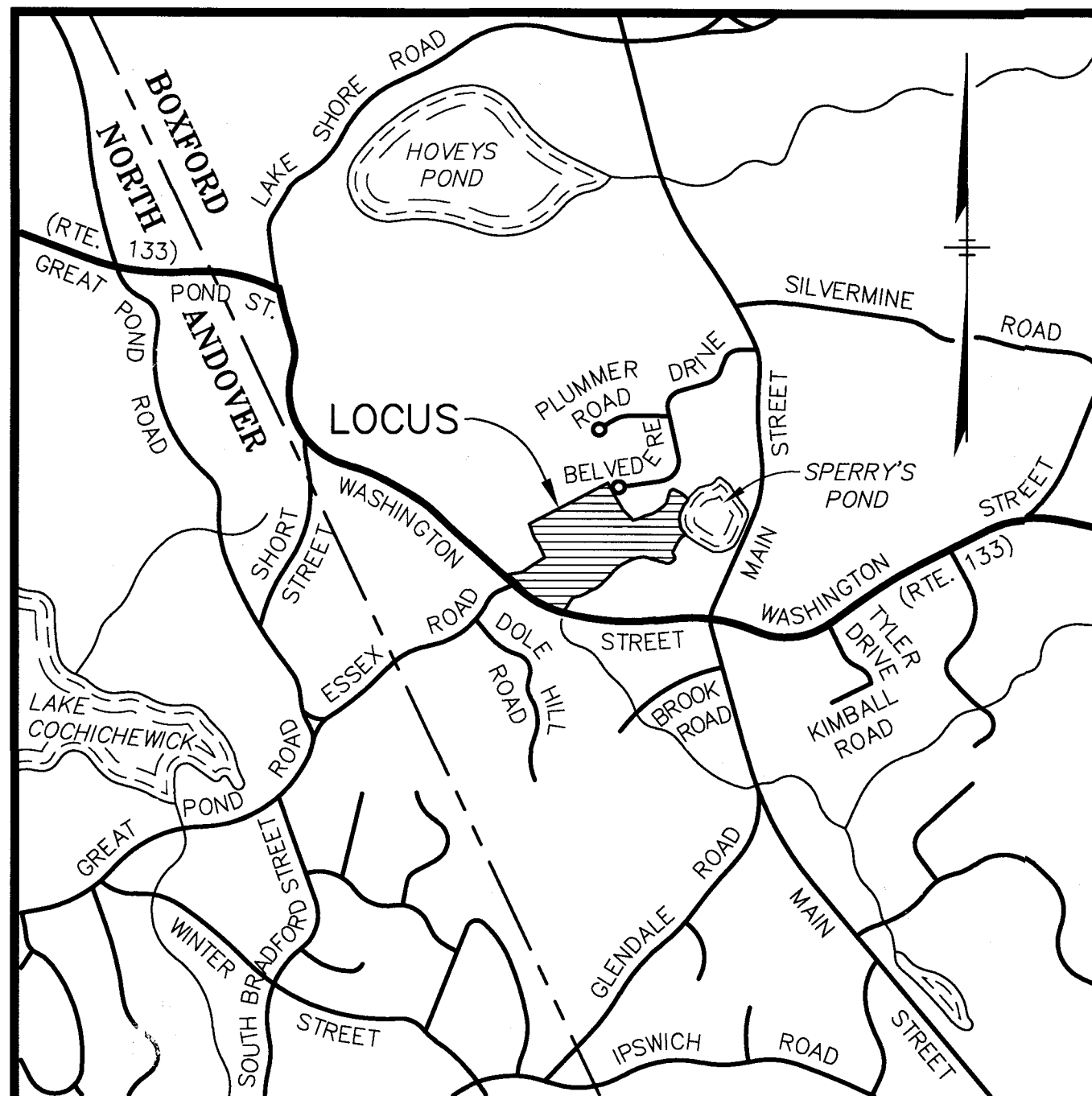
The land in the Town of Boxford, Essex County, Massachusetts, containing 23.1+/- acres in the aggregate, which land is shown as the entirety of Lot 1 (also known as 217 Washington Street, Boxford, Massachusetts) and consists of 17.4+/- acres, including that portion of Lot 1 shown on said plan as “Building Envelope 43,681 S.F. 1.003 Acres,” and shown as a 5.67+/- acre portion of Lot 2 (also known as 44 Belvedere Road, Boxford, Massachusetts) on a plan of land titled “Conservation Restriction Plan in Boxford, MA Property of Richard Q. King Trust, Eva L. King Trust & Evergreen Realty Trust,” dated June 30, 2022, by Donohoe Survey, Inc., 363 Boston St., Topsfield, MA, recorded at Essex County Southern District Registry of Deeds at Plan Book _____ Page _____. That portion of Lot 2 shown on said plan as “Excluded From Conservation Restriction 71,003 S.F. 1.630 Acres” is explicitly excluded from this conservation restriction.

Street Address: 217 Washington Street and 44 Belvedere Road, Boxford, Massachusetts

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Essex County Southern District Registry of Deeds
Plan Book _____ Plan _____



LOCUS MAP
SCALE: 1" = 1500'

ASSESSORS MAP 9 BLOCK 1 LOT 23
BLOCK 2 LOT 34

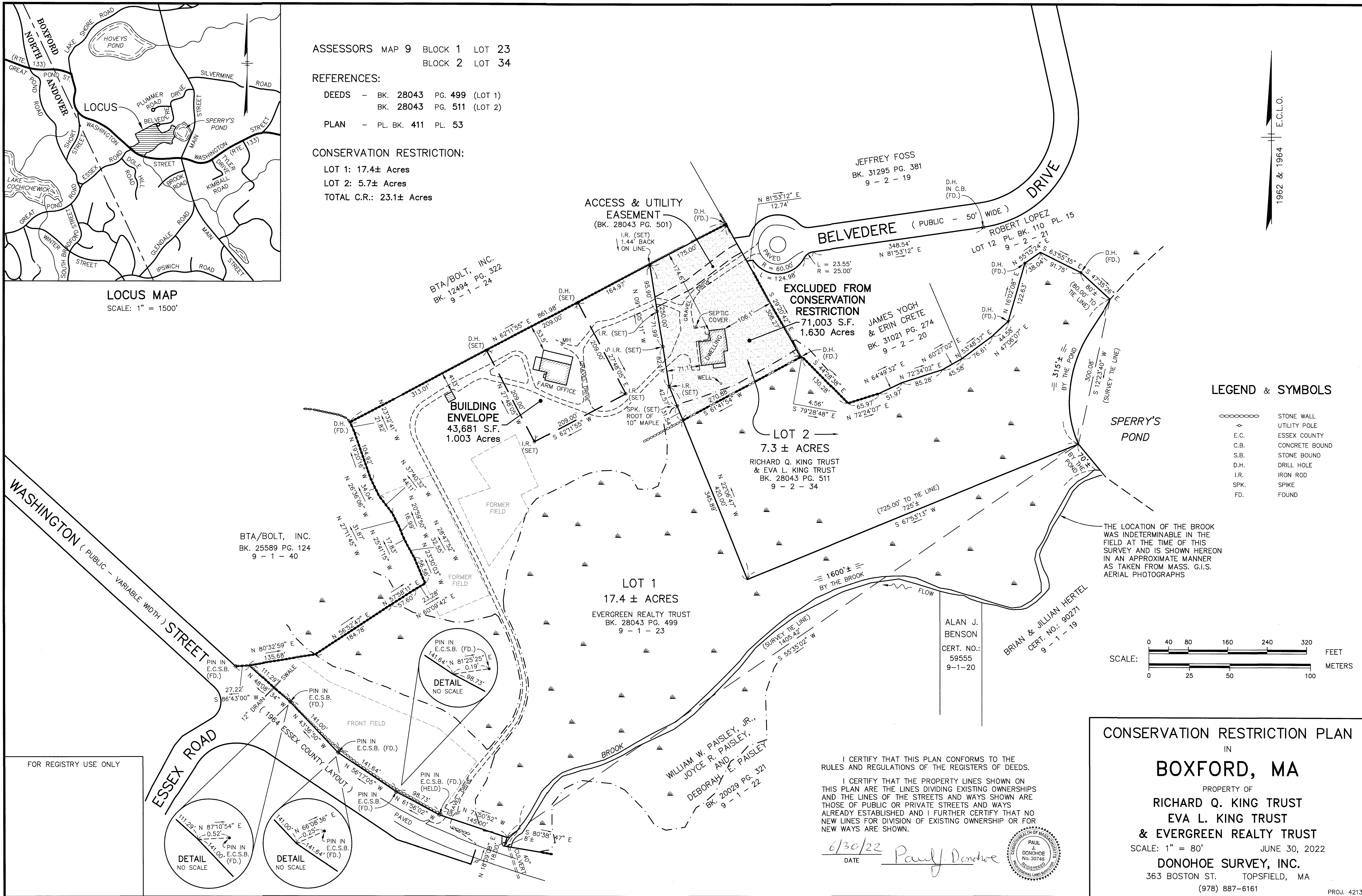
REFERENCES:

DEEDS - BK. 28043 PG. 499 (LOT 1)
BK. 28043 PG. 511 (LOT 2)

PLAN - PL. BK. 411 PL. 53

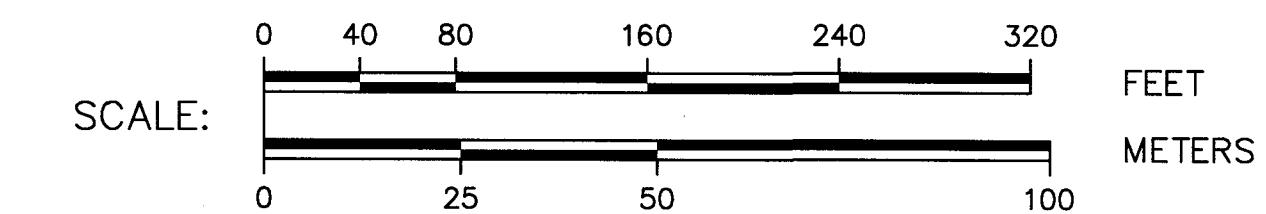
CONSERVATION RESTRICTION:

LOT 1: 17.4± Acres
LOT 2: 5.7± Acres
TOTAL C.R.: 23.1± Acres



LEGEND & SYMBOLS

STONE WALL	UTILITY POLE
E.C.	ESSEX COUNTY
C.B.	CONCRETE BOUND
S.B.	STONE BOUND
D.H.	DRILL HOLE
I.R.	IRON ROD
SPK.	SPIKE
FD.	FOUND



CONSERVATION RESTRICTION PLAN
IN
BOXFORD, MA

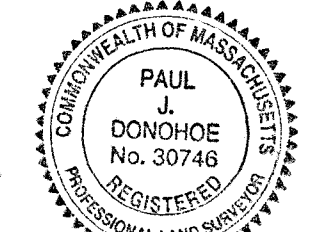
PROPERTY OF
**RICHARD Q. KING TRUST
EVA L. KING TRUST
& EVERGREEN REALTY TRUST**

SCALE: 1" = 80' JUNE 30, 2022
DONOHUE SURVEY, INC.
363 BOSTON ST. TOPSFIELD, MA
(978) 887-6161

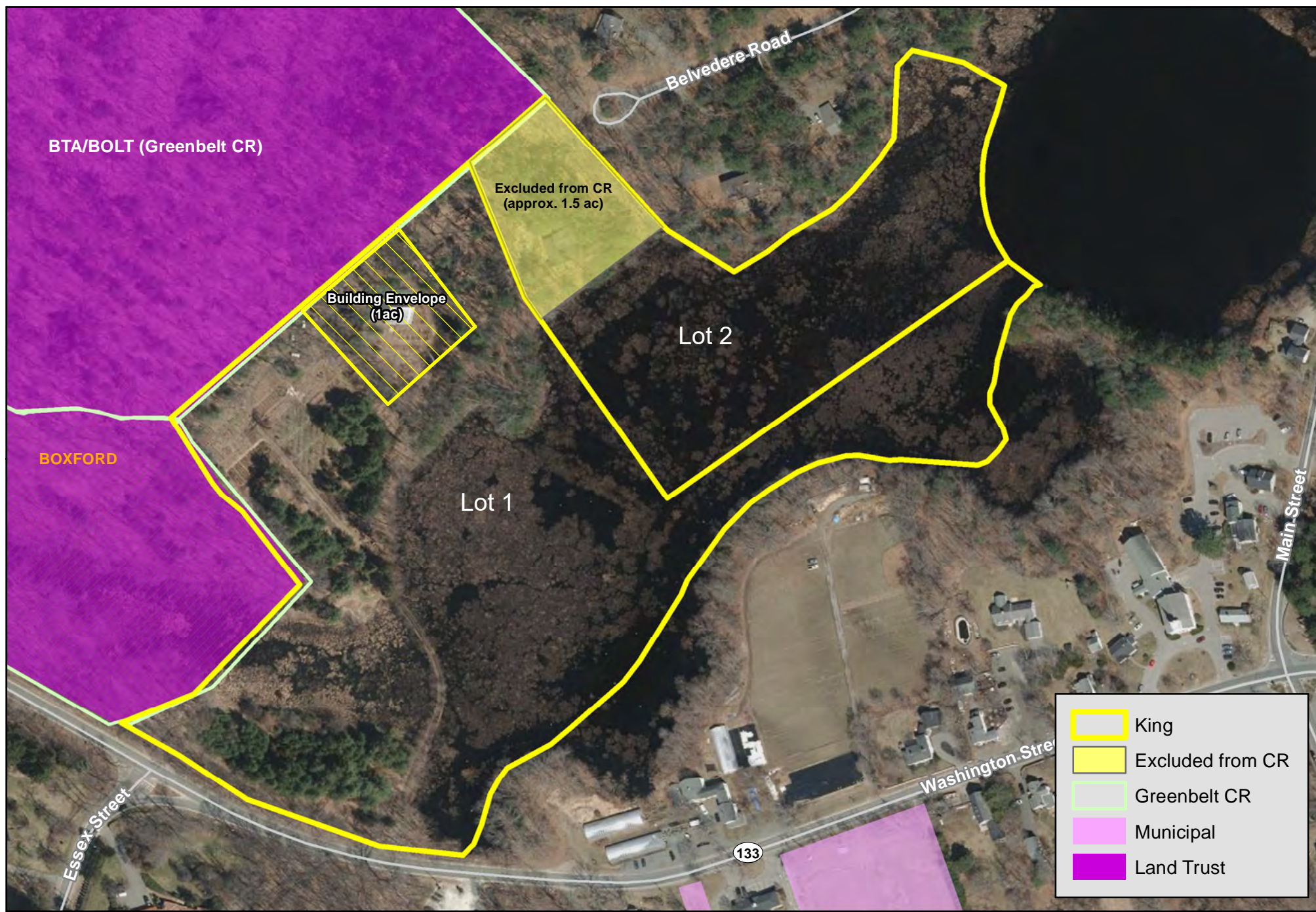
I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED AND I FURTHER CERTIFY THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

6/30/22
DATE *Paul J. Donohoe*



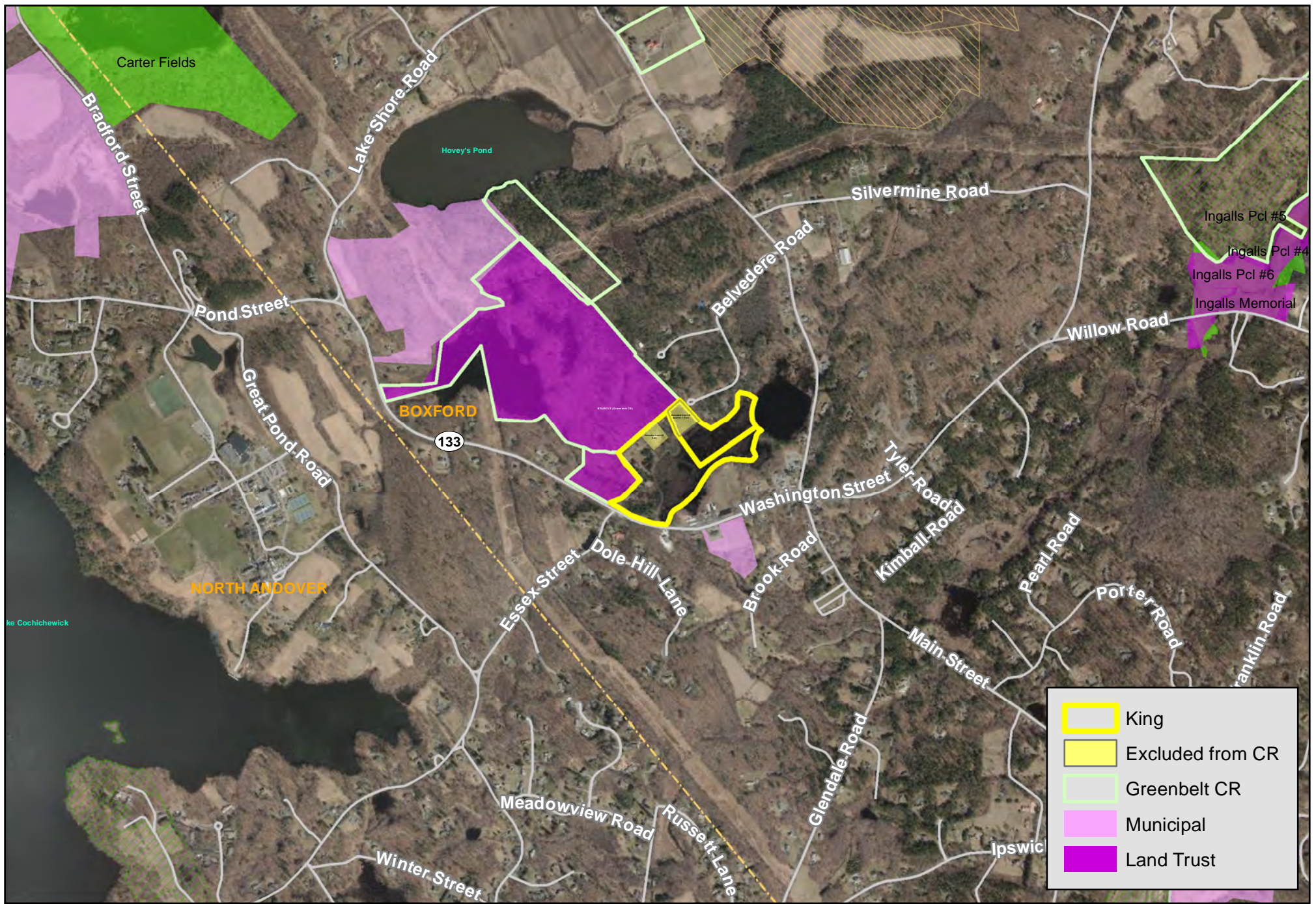
FOR REGISTRY USE ONLY



Sketch Plan of
King's Tree Farm Conservation Restriction,
Boxford 22 acres +/-

0 200 400 Feet

Map for illustrative purposes only. Boundaries are approximate and based on most currently-available assessor's data. 2019 Orthophotos; 1:5,000. All data other than Greenbelt properties from MassGIS. Map by Greenbelt, dated 2.16.22

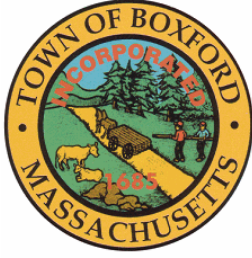


King's Tree Farm CR, Boxford 23 acres +/-

0 1,250 2,500 Feet

Map for illustrative purposes only. Boundaries are approximate and based on most currently-available assessor's data. 2019 Orthophotos; 1:5,000. All data other than Greenbelt properties from MassGIS. Map by Greenbelt, dated 2.9.22





TOWN OF BOXFORD
7A SPOFFORD ROAD
BOXFORD, MASSACHUSETTS
01921

OFFICE OF
THE TOWN CLERK

Robin Phelan
rphelan@boxfordma.gov
Telephone: 978-887-0710
Fax: 978-887-0943

July 21, 2022

To: Boxford Select Board

Below is a list of individuals who I hope you will consider appointing as election officials for a one-year term beginning on August, 15, 2022.

Judith Andersen

Lois Bell

Ruthann Budrewicz

Suzanne Cox

Christine Delaney

Michelle Delfino

Joan Gordon

Judy Gore

Natasha Grigg

Virginia Keilty

Stephen Knowles

Sandy Lieto

Charlene Mead

Cynthia Middleton

James Middleton

Robyn Muetterties

Tatjana Nutgeren-Gijsbrechts

Beverly Perkins

Sandra Pinkham

Rebecca Potts

Linda Shea

Jayne Smallman

Carolyn Tanner

Karen Collari-Troake

Jan Vernet

June Wilson

Scott Wilson

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2022 STATE PRIMARY

SS.

To the Constables of the City/Town of Boxford

GREETINGS:

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

Precincts 1, 2 and 3

Town Hall, 7A Spofford Road, Boxford, Massachusetts 01921

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

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

GOVERNOR	For this Commonwealth
LIEUTENANT GOVERNOR	For this Commonwealth
ATTORNEY GENERAL	For this Commonwealth
SECRETARY OF STATE	For this Commonwealth
TREASURER	For this Commonwealth
AUDITOR	For this Commonwealth
REPRESENTATIVE IN CONGRESS	SIXTH DISTRICT
COUNCILLOR	FIFTH DISTRICT
SENATOR IN GENERAL COURT	FIRST ESSEX AND MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT	EIGHTEENTH ESSEX DISTRICT
REPRESENTATIVE IN GENERAL COURT	FOURTEENTH ESSEX DISTRICT
DISTRICT ATTORNEY	EASTERN DISTRICT
SHERIFF	ESSEX COUNTY

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

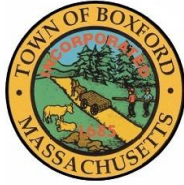
Given under our hands this _____ day of _____, 2022.
(month)

City Council or Selectmen of: _____
(City or Town)

(Indicate method of service of warrant)

_____, 2022.
Constable (month and day)
(Indicate method of service of warrant)

Warrant must be posted by **August 30, 2022** (at least *seven days prior* to the **September 6, 2022** State Primary).



TOWN OF BOXFORD
Office of the Town Administrator
7A Spofford Road
Boxford, MA 01921

DATE: Wednesday, July 20, 2022

TO: Select Board

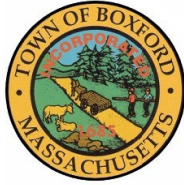
FROM: Brendan Sweeney, Assistant Town Administrator

RE: Town Personnel Involved in Ipswich Road Accident Cleanup

As you are all well aware, on Saturday, July 8th at around 7 AM, a fuel tanker truck rolled over on Ipswich Road. The Town's first responders immediately made their way to the scene of the accident and worked tirelessly on an hours-long effort to secure the scene, neutralize any potential risk from the crashed fuel tanker truck, and clean up residual contamination in the area impacted by the crash. We are fortunate to have such dedicated public servants in Town and would like to thank them for their efforts. At your meeting this Monday night (July 25th), Fire Chief Brian Geiger will provide additional information regarding the accident and the ongoing cleanup efforts.

FIRE		POLICE
Firefighter Henry Bilodeau	Firefighter Peter Holland	Officer William Decoff
Firefighter Carrie Burke	Firefighter John Kirk	Officer Nathaniel Peabody
Firefighter Anthony Ferraro	Firefighter Anthony Micalizzi	Officer A.J. Paglia
Firefighter Kevin Foster	Firefighter Chris Patrikas	Officer James Collins
Firefighter Laura Foster	Lieutenant John Philbin	Chief James Riter
Firefighter Ross Francis	Firefighter Harrison Prinz	
Chief Brian Geiger	Firefighter Dennis Pyburn	
Lieutenant Warren Gould	Firefighter Rob Sterner	
Firefighter Amy Grady	Firefighter Calum Tilston	

DISPATCH	PUBLIC WORKS	CONSERVATION
Tyler Dechene	David Noyes	Ross Povenmire
Marguerite Decoteau		
James Fernandes		
Kara Fitzpatrick		



TOWN OF BOXFORD
Office of the Town Administrator
7A Spofford Road
Boxford, MA 01921

DATE: Thursday, July 21, 2022

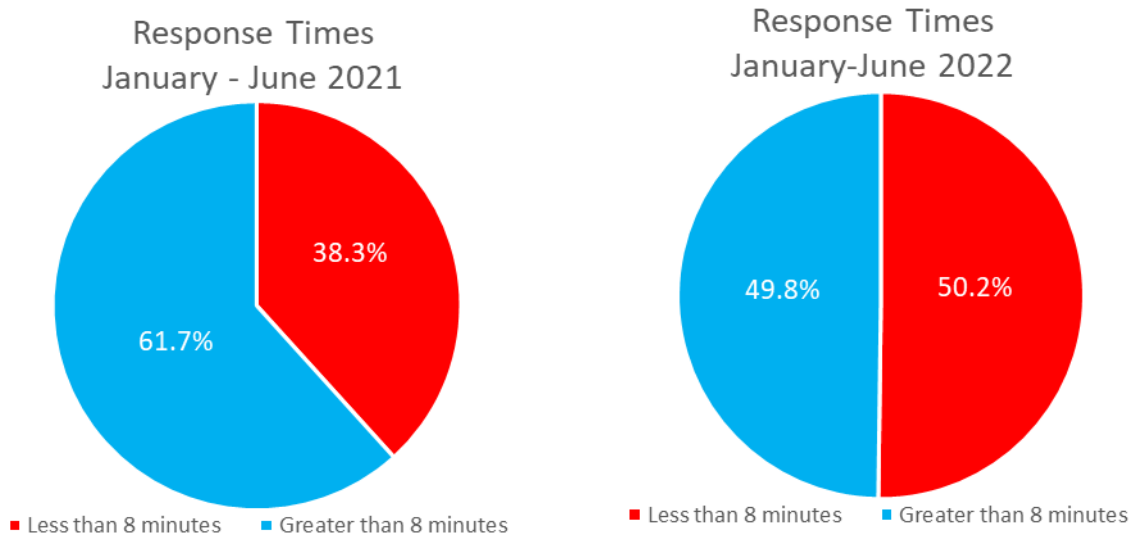
TO: Select Board

FROM: Brendan Sweeney, Assistant Town Administrator

RE: **Boxford Fire Department Emergency Call Response Times**

In September 2021, the Boxford Fire Department instituted a Medical Response Pilot Program to reduce the time between when an emergency call is placed with dispatch and when a firefighter is able to arrive at the scene of an emergency. This program ensures that a career firefighter will always be at a fire station between 8 AM – 6 PM (at a minimum) on Monday – Friday and that a call firefighter will always be “on shift” during the off hours, ready with an emergency vehicle and full equipment to immediately respond to an emergency.

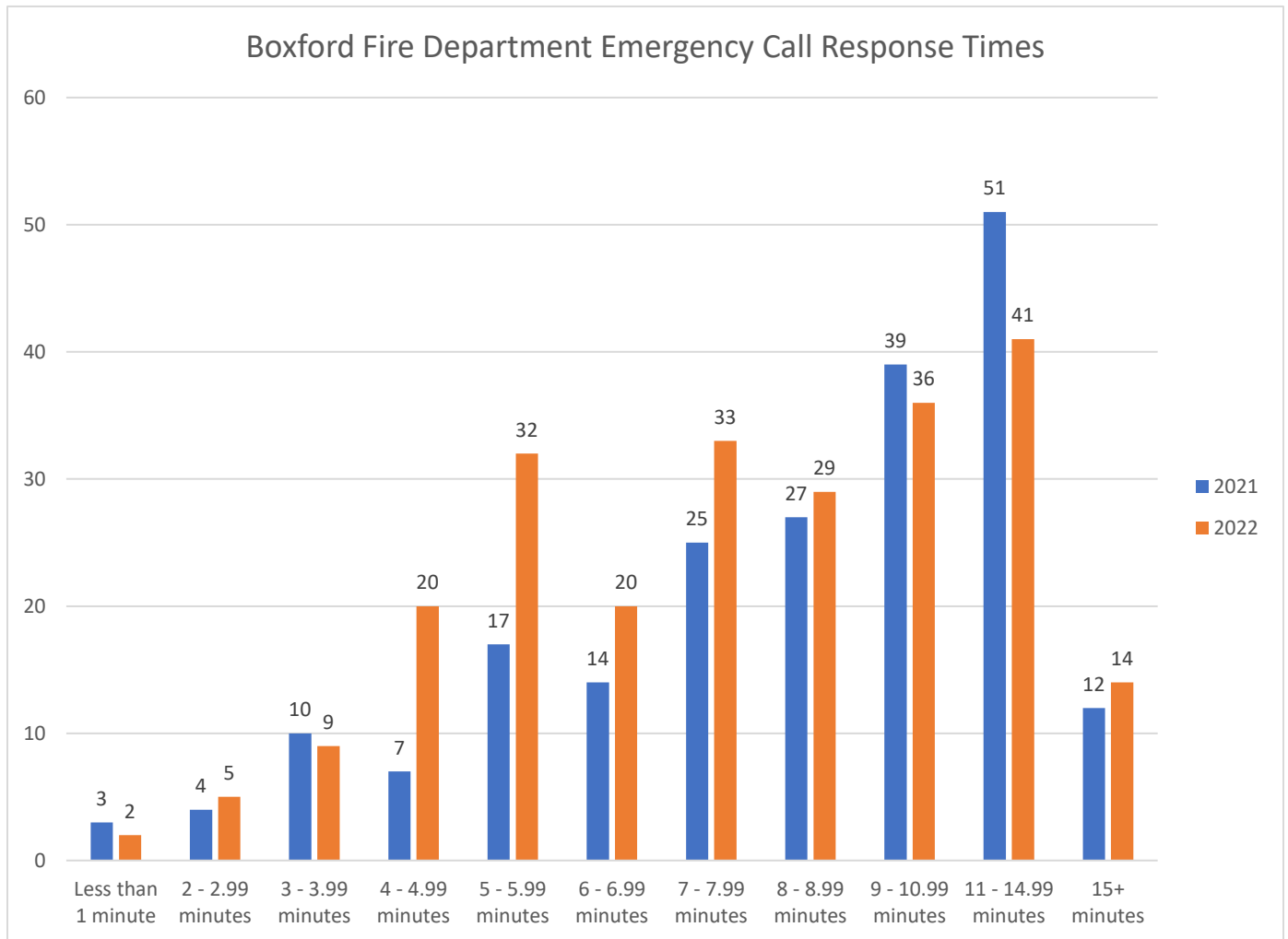
In the first six months of 2021, the call response time by the Boxford Fire Department was greater than 8 minutes for 61.7% of all calls. During that same timespan (January - June) in 2022, only 49.8% of calls had a response time from the Boxford Fire Department of greater than 8 minutes, a notable reduction.



Chief Geiger can elaborate upon the nuances of this data and what it means for departmental operations at your meeting this Monday night (July 25th). We have also included more detailed information regarding emergency call response times for your review in *Appendix A*.

Appendix A

Incident Response Times	2021	%	2022	%	22 vs. 21	% Change
Less than 1 minute	3	1.4%	2	0.8%	-1	-0.6%
2 - 2.99 minutes	4	1.9%	5	2.1%	1	0.2%
3 - 3.99 minutes	10	4.8%	9	3.7%	-1	-1.1%
4 - 4.99 minutes	7	3.3%	20	8.3%	13	4.9%
5 - 5.99 minutes	17	8.1%	32	13.3%	15	5.1%
6 - 6.99 minutes	14	6.7%	20	8.3%	6	1.6%
7 - 7.99 minutes	25	12.0%	33	13.7%	8	1.7%
8 - 8.99 minutes	27	12.9%	29	12.0%	2	-0.9%
9 - 10.99 minutes	39	18.7%	36	14.9%	-3	-3.7%
11 - 14.99 minutes	51	24.4%	41	17.0%	-10	-7.4%
15+ minutes	12	5.7%	14	5.8%	2	0.1%
Total Incidences	209	100.0%	241	100.0%	32	0.0%



MEETING NOTES

ATTENDEES: TEC, Inc.
Town of Boxford
MassDOT – Boston HQ
MassDOT – District 4

DATE: June 28, 2022
1:00pm – 1:55pm

LOCATION: Microsoft Teams

PROJECT NO.: T1204.01

NOTES BY: SWG

PROJECT NAME: MassDOT Project File No. 606721 - Reconstruction of Route 133 from North Andover Town Line to Main Street

RE: Washington Street Cross-Section Discussion

On Thursday, June 28, 2022, representatives from the Town of Boxford and TEC organized a MS Team virtual meeting with representatives from both the Massachusetts Department of Transportation (MassDOT) - Boston HQ and the MassDOT – District 4 office in Arlington. The discussion focused specifically on the existing and future cross-sectional elements of Washington Street (Route 133) in Boxford, MA as part of MassDOT Project File No. 606721 – ‘Reconstruction of Route 133 from North Andover Town Line to Main Street’.

Attendees:

- Chris Olbrot (Town of Boxford – Town Engineer)
- Matt Coogan (Town of Boxford – Town Administrator)
- Brendan Sweeney (Town of Boxford – Asst. Town Administrator)
- Barbara Jessel (Town of Boxford – Select Board Chair)
- Filbert Yee (MassDOT – Project Manager)
- Zach Veaner (MassDOT – State Accessibility Engineer)
- Linda Walsh (MassDOT – Transportation Program Planner)
- Lisa Schletzbaum (MassDOT – Asst. State Traffic Engineer)
- Corey O'Connor (MassDOT - Traffic Operations and Analytics Supervisor)
- Fangyun Xi (MassDOT – Traffic Program Planner)
- Everlyn Galloway (MassDOT – Traffic Engineer)
- John Gregg (MassDOT – D4 Traffic Operations Engineer)
- Sara Timoner (MassDOT – D4 Traffic Engineer)
- Emmanuel Gonzalez (MassDOT – Civil Engineer)
- Oanh Le (MassDOT)
- Brain Fallon (MassDOT – Projects)
- Mikel Myers (TEC)
- Samuel Gregorio (TEC)
- Jonathan Rockwell (TEC)

The following is a summary of the collaborative discussion:

- TEC provided a description of the Washington Street corridor from the North Andover Town Line to the intersection of Main Street. The rural character and limited cross-section (12-foot lanes and 2-foot shoulders) supports the loosely populated area and avoids environmental impact area such as wetlands for the Parker River.
- TEC noted the ADT along the corridor ranges from 7,500 vpd to 9,000 vpd based on separate traffic counts collected in 2018 and 2022 with 85th percentile speeds along the corridor generally 35 mph. There is a 40-mph speed zone within the project limits.
- TEC noted that the MassDOT published potential for walkability and bike-ability is extremely low.
- TEC noted the 25% Design prepared by Bayside Engineering in 2015 would reconstruct the road with 11-foot travel lanes and 5-foot bicycle shoulders. No formal pedestrian accommodations were proposed in the design.
- TEC noted the Town's desire to maintain the cross-section as proposed in 2015 through the project limits.
- MassDOT noted the current controlling criteria that the project would be subject to, specifically, the four controlling criteria based on the roadway speed. Any diversion from the controlling criteria would require a design exception through the Design Jurisdiction Workbook (DJW) process.
- The MassDOT Accessibility Engineer offered a couple potential possibilities that could be explored; but still to be reviewed by MassDOT; including:
 - Providing a limited 8-foot wide shared-use path on one-side of Washington Street with 2-foot shoulders (understanding the 2-foot shoulders would not meet standards for arterials).
 - Noted that the limited area based on the businesses in the village present a challenge and that MassDOT would allow exceptions based on impact to businesses. (i.e. the head-in parking to Paisley's Farmstand).
- MassDOT District 4 Projects noted the design may be able to maintain the previous 11-foot lane, 5-foot shoulder design based on the roadway character and limited potential for multi-modal use; however, the design exception process would still control this outcome.
- MassDOT noted that the project would require re-initiation through the Project Review Committee (PRC) approval process using the MapIt tool. The project could be reviewed at one of the upcoming PRC meetings, September 15 or December 15.
- MassDOT noted that based on the length of time since the original 25% Design that the project will receive a new MassDOT Project File No. following PRC.

- Following approval from PRC, the project will need to go through a DJW process with MassDOT.
- The Town and MassDOT discussed the Right-of-Way process based on the lack of defined county / town layout along Washington Street from the Parker River culvert to Main Street.
- The Town noted the past coordination with the abutters to the project and the desire to not have sidewalk as part of the project.
- MassDOT provided the suggestion to the Town that documentation from the community to a particular cross-section (inclusive of the abutters) may assist MassDOT in discretion to the final cross-section if chosen.

Town/TEC Next Steps

1. Re-submit the project through the PRC process
2. Complete a DRAFT DJW
3. Complete the Intersection Control Evaluation (ICE) tool

ATTACHMENT A

ASSIGNMENT AUTHORIZATION #1

AMENDMENT #1

Preliminary Engineering – Route 133 at Main Street

The services set forth herein shall be performed pursuant to the Agreement entered into by and between the Town of Boxford, Massachusetts “Town” and TEC, Inc. “Contractor” for On-Call Engineering Services, executed January 18, 2022. This Assignment Authorization is made this ____ day of _____, 20_____.

Whereas, the Town and Contractor have mutually agreed to proceed with the services of this Assignment, in accordance with the provisions of the Agreement.

ASSIGNMENT DESCRIPTION:

Contractor to continue providing preliminary transportation engineering services for the MassDOT project #606721, which includes Washington Street (Route 133) from the North Andover town line to the intersection with Main Street in Boxford, MA. The Contractor will complete the following services as directed by MassDOT at a coordination meeting on June 28, 2022:

Task 2 – TIP Initiation & MaPIT Submittal **\$10,000.00**

Contractor will re-initiate the project with the MassDOT Project Review Committee (PRC) and resubmit the project to District 4.

- Project Need Form – Prepare and submit the Project Need documentation on behalf of the Town via the MaPIT Project Intake Tool for review and approval by the MassDOT District 4 Office.
- Opinion of Cost – Prepare a planning level construction cost estimate utilizing the 25% design plans from 2015 and the latest trending MassDOT average unit bid prices.
- Project Scope Form – TEC will prepare and submit the Project Scope documentation (formerly Project Initiation Form) on behalf of the Town via the MaPIT Project Intake Tool for review by the MassDOT District 4 Office and consideration by the MassDOT Project Review Committee.

Task 3 – Design Justification Workbook (DJW) **\$12,500.00**

- Design Justification Workbook (DJW) – Prepare a DJW in accordance with Engineering Directive E-20-001, to document design decisions for the project established in 2015 at the 25% design stage and public outreach efforts (e.g. lane and shoulder width requirements; bicycle and pedestrian accommodations); and to provide justification for any deviations from MassDOT’s current controlling criteria.
- MassDOT Meetings – Attend one (1) meeting with MassDOT and the Town to confirm the proposed cross section along Washington Street

Additional services not listed above may be performed at the request of the Town and will be considered an amendment to this assignment. Services will begin upon signed authorization of this assignment authorization. CONTRACTOR will invoice the Town monthly on a percent complete basis.

COMPENSATION:

Lump sum not to exceed \$22,500.00

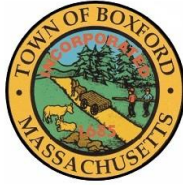
The Contractor is hereby authorized to proceed with the work described herein, in accordance with the provisions of the Agreement and this Assignment Authorization.

TOWN OF BOXFORD, MASSACHUSETTS

TEC, INC.

By: _____
Chris Olbrot
Director of Public Works

By: 
Mikel Myers
Principal / Director of Business Development



TOWN OF BOXFORD
Office of the Town Administrator
7A Spofford Road
Boxford, MA 01921

DATE: Friday, July 22, 2022
TO: Select Board
FROM: Matt Coogan, Town Administrator
RE: **Updated Proposal for Goal Setting, Strategic Planning, and Retreat**

At the last Select Board meeting the Board reviewed and provided feedback on my July 8th memo and proposal to initiate a Town-wide goal setting process over the next few months. Below is an updated process based on the feedback provided. I look forward to continuing this conversation at the July 25th meeting.

The Need to Set Town Wide Goals

The goal setting process allows the Select Board to craft a “road map” for key Town leadership to follow when executing the core functions of government and balancing competing priorities. At a time when there have been notable changes to the Town’s senior staff, particularly in the office of the Town Administrator, and coming out of the COVID-19 pandemic that had stalled action on some of the Town’s longer-term projects, creating a refreshed set of goals would enable the Town to map out the highest priority initiatives for the coming few years and would give guidance to new members of the Town’s senior staff, as well as boards and committees, in implementing town-wide goals, developed in a collaborative process, and tracked by the Select Board.

The Select Board last conducted a goal setting exercise in 2017. In the past five years there has been a lot change, as well as progress in achieving the 2017 goals, and the Town is in a good position to undertake a new goal setting process. Boxford has been emerging from direct local response to the COVID global pandemic and the Select Board has been able to refocus on town initiatives. This includes relaunching processes that were delayed during COVID, such as the Capital Improvement Program, as well as revising performance evaluation. In addition, the Town has experienced new leadership and the reorganization of roles. Since May 2021, two new Select Board members have joined the Board, and a new Town Administrator and Assistant Town Administrator were hired. Several other key staff positions have changed in the last few years, including the DPW Superintendent/ Town Engineer. Finally, this year the administration of budgeting and finance will be transitioning from a full time Finance Director position to the Town Administrator’s Office.

The timing for setting town-wide goals would coincide with upcoming town-wide initiatives. This process would be referenced as we begin developing a new 5-year CIP and FY24 operating budget later

in the fall. Last fall, the Town restarted the CIP process, and having goals will help set priorities not only for funding capital needs, but also for assigning staff to manage projects. The town-wide goals could be woven into the revised performance evaluation process for department heads and non-union, benefitted positions. Furthermore, with the transition of town finances and budgeting into the Town Administrator's Office, a document outlining the Town's goals over the next two years would inform the Select Board and Finance Committee in funding priorities with the annual operating budget.

The Process

As we begin the new fiscal year, I would like to propose a process to develop a set of town-wide goals. These goals would be developed collaboratively with active boards and commissions and department heads and the process would be facilitated by the Select Board through the Town Administrator's office. It would result in the creation of a guiding document for the Town to utilize and refer to over the next two fiscal years when prioritizing policies, projects, and initiatives and allocating resources.

The Select Board last instituted town-wide goals in 2017, resulting in the following:

- Town-wide goal #1: Build belonging, ownership, and spirit of community.
- Town-wide goal #2: Develop, support, and expand opportunities for our residents to age in community.

These two goals can be reaffirmed and combined with other priorities in a new goal setting process.

In addition to the goals, a vision statement was created in 2017: "Boxford is a welcoming, vibrant, active, beautiful community with great schools and is a safe place to raise a family and stay for life".

The following goal setting process would be an annual effort to thoughtfully coordinate all of the Town's initiatives, better integrate our collective efforts across the organization, and clearly identify consensus priority goals:

- 1. Solicit feedback from all active boards and committees**

- Each of their respective chairs submit what they see as key areas of concern, need, and opportunity for the Board and/or other Town entities to consider over the next two years. Such input would be separated into policy and operational goals, and would be due for submission to the Town Administrator's Office.

Boards and committees' responses could be due within a month of receiving the request.

- 2. Solicit feedback from all Department Heads**

- What do they see as key areas of concern, need, and opportunity over the next two years? Input would be primarily focused on operational goals, but could also include projects/initiatives that have policy implications.

Staff submissions could be due by the end of July.

- 3. Town Administrator's Office aggregates all of the submissions**

- Group or consolidate similar or interrelated goals, and send those results to the Select Board for their advance consideration. That would occur, most likely, at an August meeting.

4. **Hold a Select Board annual retreat,**

- Retreat would be in a workshop-style format, to identify priority policy and operational goals for FY23 and FY24 as well as responsible parties and associated objectives (if possible). Policies and goals would be organized in broad categories (Community Character, Housing, Governance, etc.) During this process, the Select Board would also provide any additional goals.

Retreat could occur late August/ September. Could be a daytime meeting. The Board could invite department heads and chairs of boards to discuss goals.

5. **Assemble a summary document for the Board's consideration and (potential) adoption**

- Town Administrator would draft this document, which would provide more detail regarding responsible parties and associated objectives as applicable. Once formally adopted, the FY23-24 Select Board Strategic Plan would be distributed to the boards/committees and Department Heads. It could also be posted on the homepage of the Town's website. Brendan and I will provide some examples of summary documents from other communities.

6. **Integration of Goals**

- FY24 – FY28 Capital Planning process.
- FY23 Performance Evaluation process.
- FY23 Operating Budget process.

7. **Quarterly or semi-annual progress reports**

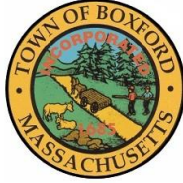
The Board would undergo this same organizational goal setting process on an annual basis, which would include a review of progress made on goals to date and continue to look out over the next two fiscal years, soliciting input from all relevant stakeholders.

Public Participation

There are over 100 residents that volunteer to serve on various town boards and committees. These are active members of the community, many of which has served on their boards or committees for many terms developing a wealth of knowledge and experience. Utilizing these boards and committees is a good first step in developing town wide goals. I would envision increasing public participation as a prioritized goal in the final summary document and going forward, we would work to develop opportunities to expand public participation from the greater community, informing the town-wide goal setting process and future iterations.

Execution

Now that my office is fully staffed, we are ready to facilitate this goal setting process. My office will manage the day-to-day tasks associated with this initiative on behalf of the Board, including correspondence, organization and presentation of information, and general coordination. I look forward to the opportunity to work with you on this undertaking and hope that it will help to clarify the areas where we all should be focusing the majority of our resources, recognizing that new issues arise all the time and that we also need to be agile enough to respond to those as needed.



TOWN OF BOXFORD
Office of the Town Administrator
7A Spofford Road
Boxford, MA 01921

DATE: Tuesday, July 19, 2022

TO: Select Board

FROM: Brendan Sweeney, Assistant Town Administrator

RE: **FY23 State Budget – Report of the Conference Committee**

On Monday, July 18th, the Massachusetts Legislature (House and Senate) approved a \$52.7 billion state operating budget, which included significant funding for the Town of Boxford and the Masconomet Regional School District. The funding figures included in this proposal are emboldened on the table below. Additionally, the FY23 budget currently includes two earmarks for the Town: \$50,000 for a new well to serve the town hall, library and police station (proposed by Senator Tarr) and \$20,000 for the purchase of automated external defibrillators for public safety vehicles (proposed by Representative Nguyen).

It is worth noting that these figures may change, as the Governor has ten days from Monday to veto any of the Legislature's funding proposals. The Legislature does have the ability to override any of the Governor's vetoes before the end of their formal session on July 31st, however.

FY23 Proposed State Budget vs. FY23 Governor's Proposed Budget				
Category of Municipal Aid	Current FY23 Proposal	FY23 Governor's Proposal (FY23 GOV)	Increase vs. FY23 GOV	% Increase vs. FY23 GOV
Unrestricted General Government Aid	\$563,118	\$548,693	\$14,425	3%
Boxford Chapter 70 Funding	\$1,811,833	\$1,806,079	\$5,754	0%
Masconomet Chapter 70 Funding	\$5,354,919	\$5,304,129	\$50,790	1%

FY23 Proposed State Budget vs. FY22 Enacted State Budget				
Category of Municipal Aid	Current FY23 Proposal	FY22 Enacted Budget (FY22 GAA)	Increase vs. FY22 GAA	% Increase vs. FY22 GAA
Unrestricted General Government Aid	\$563,118	\$534,268	\$28,850	5%
Boxford Chapter 70 Funding	\$1,811,833	\$1,768,093	\$43,740	2%
Masconomet Chapter 70 Funding	\$5,354,919	\$5,253,339	\$101,580	2%

REQUEST FOR REAPPOINTMENT FY23
COMMITTEES/BOARD
JULY 25, 2022

BOARD	NAME	TERM	EXPIRATION DATE
Border to Boston Trail Committee	Anthony Brogna	1 year	6/30/2023
Border to Boston Trail Committee	Al Nierenberg	1 year	6/30/2023
Community Preservation Committee	Jim Barnes	1 year	6/30/2023
Cultural Arts Council	Caren Tackett	1 year	6/30/2023
Masconomet Scholarship Committee	Joan Gordon	1 year	6/30/2023
Permanent Building Committee	Thomas Duval	1 year	6/30/2023
Sustainability Committee	Marc Aronson	1 year	6/30/2023
Sustainability Committee	Patrick Canonica	1 year	6/30/2023

“In accordance with M.G.L. Chapter 30A, Section 21(a)3, move to go into Executive Session for the purpose of:

Discussing strategy with respect litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares; Boxford vs. Andrews Farm Water Company and Conn, et. al.; Notice of Chapter 11 Filing – Andrews Farm Road Water Company

and declare that an Executive Session is necessary since an open public discussion may have a detrimental effect on the negotiating, bargaining or litigating position of the Select Board. The Select Board will adjourn upon conclusion of the Executive Session and not be returning to open session.”