



## **BOXFORD SELECT BOARD**

**Monday, December 19, 2022**

**Virtual Attendance Only**

**Zoom:**

<https://us02web.zoom.us/j/8157412201?pwd=WFlUWU1PS1c2NGNuZUJ3TERNbWpRQT09>

### **REVISED AGENDA**

**This meeting is audio and video recorded**

**7:00 PM      Call to Order**

**7:05 PM      Announcements**

**7:10 PM      Meeting with Boxford Athletic Association**

- Discussion on Fall 2022 season at Boxford Common
- BAA Updates
- Any other business to come before the BAA and the Select Board not anticipated at the time of this posting.

**7:45 PM      Report of the Town Administrator**

- Interview candidates for 10 Elm Community Committee
- Consider creation of gift fund for potential 0 Herrick Road purchase
- Consider endorsing Conservation Restriction for Willows at Boxford
- Consider appropriating ARPA funds for MassDevelopment scope of work for reuse of 4 Middleton Road and 188 Washington Street
- Consider approval of revisions to "An Act establishing the small repair grants trust in the town of Boxford."
- Town Wide Goal Setting
- Waste Stream Task Force update
- DPW Fabric Building update
- 27 Main Street Demolition update
- Any other business to come before the Town Administrator and the Board not anticipated at the time of this posting

**8:45 PM      Routines**

- Correspondence
- Appointments

- Approval of Minutes
- School and Non-School Warrants

**8:50 PM      Any other business to come before the Board**

**8:55 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 – January 9, 2023**

# Holiday Trash and Recycling Schedule

Trash and recycling will be picked up on your normal collection day during the weeks of December 26 and January 2.


There will be no delay due to the holidays.





# **SNOW REMOVAL HELP FOR SENIORS**

The Council on Aging is looking for volunteer shovelers to clear walkways only of our older residents. If interested or have further questions, contact the COA at 978-887-3591 or email Elaine Gould - [elgould@boxfordma.gov](mailto:elgould@boxfordma.gov)





# Upcoming COVID-19 Vaccine Clinics

Middleton Flint Library (Conf Room)

Thursday Dec 22nd, 3-6PM

Registration required:

<https://capeannclinic.com/>

(limited walk-ins accepted based on vaccine availability)



S U S A N   A .   M C C R A I N E

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December 6, 2022

To Whom It May Concern:

I would like to be considered for a member of the new task force committee at 10 Elm Street. Currently I am co-treasurer of the Boxford Cultural Council and feel my insight is valuable to coordinate community events and programs as well as a liaison to both committees. As a longtime resident for forty five years, I value the talents of many local Boxford residents and our community.

I have attached my past professional resume for your perusal. The past 6 years I have expanded my horizons to my creative side. I am an artist and owner of McCraine Art, floral designer and past owner of an art gallery. In this time, I have run several art and cultural events, some at Lincoln Hall plus involvement of events at ifarm, LLC. in Boxford, farm to table events, weddings, etc.

More recently I met with the Director of the Council of Aging to volunteer to hang and coordinate local artist work on behalf of Boxford Cultural Council at Elm Center and volunteer receptionist work.

I would appreciate the opportunity to part of this task force group.

Respectfully,

Susan McCraine

## S U M M A R Y

Compliance and operations professional with broad-based experience in compliance functions and supervisory programs required by security member firms. Demonstrated ability to collaborate with diverse teams to execute on global business initiatives while providing insight and direction on corporate strategic goals. Record of clean audit results achieved by providing streamlined workflow procedures, training of sales force, and advising senior managers. A dynamic manager with a strong work ethic and advanced problem solving skills.

## H I G H L I G H T S

### *Operations/Administration*

- Surveillance/oversight
- Project execution
- Report generation
- Administration Support

### *Leadership/Business Partnership*

- Training and employee development
- Visionary/navigation of complex strategy
- Mentoring salespeople

### *Relationship Management*

- Collaboration with cross-functional groups
- Strong presentation skills
- Consensus builder

## E X P E R I E N C E

Baystate Financial Service, Haverhill, MA

2015- 1/2016

### **OFFICE ADMINISTRATOR**

- Responsible for all processing and back office operations for financial planner.
- Processing all new business, initiating and follow up on all account transfers, scheduling and strategic planning on growth of the business.
- Tracking of all money movement and analysis on business model.
- Implementing all marketing and operational manuals and procedures.

MFS INVESTMENT MANAGEMENT, Boston, MA

2006 – 2014

### **Vice President, Director of Global Field Support**

- Managed a team of high performing risk analysts responsible for reviewing travel and business expenses and customer inquiries/feedback to ensure compliance with company policy.
- Analyzed and reviewed sales expense reports, budgets, and correspondence to identify, track, and address potential violations or exceptions to operational and compliance policies and procedures.
- Created global operation policy and procedures manuals for global office build-out.
- Mentored new sales employees in company policies and procedures, as well as in the use of operating systems (e.g, CRM, expense reporting), enabling them to effectively manage their sales activity and expand business relationships.
- Created trending reports for compliance and legal teams in order to identify patterns of misuse and possible violations. Findings were instrumental in providing critical data to senior managers that allowed them to better manage their business territory.
- Designed and summarized reporting matrices to support distribution channels. Identified gaps in training protocol and made recommendations for improvements and updates.
- Trained sales force on critical company updates, business relationship protocol, and policy changes. Efforts resulted in significant decrease in violations and greater adherence to travel and expense budget.

INVESTORS CAPITAL CORPORATION, Lynnfield, MA

1996 – 2006

### **Executive Vice President, Chief Compliance Officer**

Development of all aspects of a broker dealer/ investment advisor firm from the outset to 850 financial advisors.

- Wrote and implemented procedures for operations, licensing, compliance, and branch office inspections.
- Lead on all regulatory organization audits.
- Conducted branch office audits, oversight, and Branch Office Audit manual for over 100 branch offices.
- Development and management of the continuing education program and implementation of the Graduate School program for top advisors and their branches.

## **E D U C A T I O N**

FITCHBURG STATE UNIVERSITY, Fitchburg, MA

## **C E R T I F I C A T I O N S / L I C E N S E S**

WHARTON SCHOOL OF BUSINESS, Philadelphia, PA (2006 – Present)

**Certified Regulatory and Compliance Professional (CRCP)**

- Notary Public, Massachusetts (1995 – 2012)
- FINRA Series 7, 24 and 63 license
- MA Real Estate Agent

**From:** [Leanne Mihalchik](#)  
**To:** [Matt Coogan](#)  
**Subject:** FW: 10 Elm Community Committee Volunteer Opportunity  
**Date:** Thursday, December 1, 2022 3:18:51 PM  
**Attachments:** [Lauren A Kurkul Resume.pdf](#)  
[Lauren A Kurkul Resume.pdf](#)

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**From:** Lauren Pire-Vocell <[REDACTED]>  
**Sent:** Thursday, December 1, 2022 2:22 PM  
**To:** Leanne Mihalchik <LMihalchik@town.boxford.ma.us>  
**Subject:** 10 Elm Community Committee Volunteer Opportunity

**External Sender**

Hello Leanne,

Nice to meet you. I'm writing to apply for the volunteer opportunity with 10 Elm. I am currently the Head of Marketing at [SecureSeniorConnections](#) (SSC), which is an online platform that's mission is to improve seniors' health and wellness through virtual activities and events.

Elder care has been a cause dear to my heart for years, volunteering at multiple nursing homes throughout the years. My current role at SSC is focused on building programs and communications to empower seniors to live their best lives. I have 16 years' experience in customer marketing, I have run many successful campaigns both digital and print that have driven engagement. I believe that my expertise in marketing and my role with SSC gives me a unique perspective that will add massive value to 10 Elm.

I'm very grateful that our town of Boxford is able to provide this Center to our senior community and am looking forward to helping in any way I can.

Please find my resume attached.

Thank you for your consideration.

Sincerely,  
Lauren Kurkul  
[REDACTED]

# LAUREN A KURKUL



Dynamic, versatile, and insightful marketing professional with over 16 years of experience elevating brands and engaging diverse audiences through creative, personalized, and effective approaches that deliver superior results, exceed expectations, and enhance loyalty.

## KEY COMPETENCIES

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Customer Relationship Management (CRM) Expert	Elevate & Differentiate Brands Marketplaces	Effective Writer   Communicator Leader   Mentor
Audience Insights & Engagement	Email Marketing Expert	Energetic   Positive Outlook
SMS & Push Mobile Marketing	Competitive Intelligence Content Strategy	Problem Solver
Omnichannel Approach Global	Product Launches   Go-to-Market	Transparent   Open-Minded
Marketing Markets Creative Multi-Media Campaigns	Cross-Functional Collaboration	Curious Learner   Analytical Resourceful   Self-Directed

## EXPERIENCE

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**SecureSeniorConnections®**, Remote

APR 2022 – PRESENT

### Head of Marketing

- Build the B2B and B2C strategy and management of all marketing channels including email, print, paid search, web, and public relations and led and mentored a team of seven
- Built the onboarding communications strategy for new members, resulting in a 45% lift in new member retention
- Developed monthly campaigns focused on building healthy lifestyles for older adults
- Developed the content guidelines on how best to talk to the 60+ demographic
- Work with CEO on public relation and speaking opportunities to build brand reputation and awareness

**Jobble**, Boston, MA

JAN 2020 – AUG 2021

### Vice President of Marketing & Communications

- Created the strategy and management of all marketing channels including email, social, paid search, web, and public relations and led and mentored a team of seven
- Built the Push and SMS mobile marketing strategy from ideation stage through development resulting in 20+ customer journeys boosting customer retention by 75%
- Developed go-to-market strategy for B2C fintech banking solution and exceeded soft launch adoption goal by 60%
- Restructured email marketing program to improve deliverability from 20% to 99.9% while optimizing for engagement
- Partnered cross-functionally with the CTO to implement marketing automation software and tools
- Cultivated and deepened partnerships with businesses, media firms, and executives to build brand reputation
- Primary liaison for all media relations, including writing and publishing marketing collateral and press releases

# LAUREN A KURKUL

Flock, Boston, MA

JUN 2019 – JAN 2020

## Director of Self-Serve Marketing

- Developed a cross-channel marketing communications strategy for freemium SaaS tool resulting in a 40% increase in monetization
- Built the self-serve marketing team from the ground up and fostered positive relationships through effective communications, just-in-time training, and development coaching
- Assessed, motivated, and empowered my team to support retention and amplify professional growth within and outside of the organization
- Measured and reported team KPIs to leadership and recommended strategy shift resulting in 3x higher engagement levels across marketing communications

{IMPACTFUL} MARKETING, Boxford, MA

DEC 2015 – PRESENT

## Founder and Owner

- Build creative and impactful social media marketing strategies for SMBs, startups, and mid-sized companies to boost brand awareness, engage existing and prospective clients, and accelerate sales
- Implement and analyze social media presence on Facebook, Instagram, and Twitter, and create actionable metrics for clients to promote brand on social in the most cost-effective way
- Analyze customer insights to develop and launch personalized, segmented digital content strategies via web, email marketing campaigns, mobile, and blogs
- Create compelling promotional campaigns and landing pages for products and services in a variety of industries including SaaS, eCommerce, hospitality, and health and wellness
- Generate local buzz for targeted client events and consistently exceed attendance expectations

Endurance International Group, Burlington, MA

NOV 2014 – NOV 2015

## Digital Communications Manager

- Managed strategy and implementation of EIG brands marketing campaigns across a variety of medias including email marketing, social media, and website interactions
- Generated \$1M in incremental revenue in one quarter by leading a cross-functional team that developed and managed high-profile campaigns with strategic partners such as Google and Constant Contact

Momondo Group: CheapFlights.com, Boston, MA

NOV 2012 – NOV 2014

## North America Newsletter Content Manager

- Set content strategy for newsletter serving 3.2M email subscribers to optimize for open and click rates while ensuring messaging was personalized for stated preferences and behavioral metrics
- Led improvement strategy and implementation of newsletter template resulting in 50% increase in click-through
- Motivated a team of Newsletter Content Executives and primary interface to Newsletter Sales and Production teams

EF Education First: Go Ahead Tours, Cambridge, MA

MAR 2012 – NOV 2012

## Associate Digital Marketing Manager

Shoes.com (formerly Shoebuy.com), Boston, MA

MAY 2006 – MAR 2012

## Marketing Manager





# LAUREN A KURKUL



## EDUCATION

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Bachelor of Arts in History

Boston University, Boston, MA

2008

## MARTECH EXPERTISE

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Iterable

HubSpot

Salesforce Marketing Cloud

Pardot

MailChimp

Salesforce

Pendo

Hootsuite

SEMRush

Sprout

HTML

Google Work

Google Analytics

Amazon Web Services

Microsoft Office Suite

Adobe Creative Suite

Kathleen Zolla



1988 – 2006

Employed by the Town of Boxford as a permanent part time 911 telecommunicator.  
Answer calls of emergency and non-emergency nature; dispatch appropriate emergency services; direct callers to appropriate departments, personnel, etc.

1995 – 2003

Employed by the Town of Boxford as a call firefighter.  
Respond to emergency calls as EMT and firefighter.

2006 – current

Employed by the Town of Boxford as the Executive Assistant to the Chief of Police  
Perform all the functions of an Executive Assistant: payroll, AR, AP, correspondence, manage and perform all functions for firearms licensing and any other task requested by the Chief.

1980 – current

Bookkeeper for On-Site Electronics (self-employed with my spouse)  
A/P, A/R, payroll, quarterly filings.

2020 – 2023

Commissioner of Trust Funds; review and award scholarship requests.

2017 – 2020

Commissioner of Trust Funds

2024 – 2017

Commissioner of Trust Funds

2020 – 2023

Committee member Boxford Cultural Arts Committee. Served as Treasurer 2020 – 2022.  
Review and award (decline) grant requests for cultural activities for the community.

2017 – 2020

Treasurer of Boxford Cultural Arts Committee.

2014 – 2017

Treasurer of Boxford Cultural Arts Committee.

**From:** [Leanne Mihalchik](#)  
**To:** [Matt Coogan](#)  
**Subject:** FW: Community Programs at 10 Elm – Call for Residents to Join New Committee  
**Date:** Thursday, December 8, 2022 8:22:26 AM  
**Attachments:** [Recommendations\[91167\].pdf](#)

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**From:** Joanna Picardi [REDACTED] >  
**Sent:** Wednesday, December 7, 2022 5:05 PM  
**To:** Leanne Mihalchik <LMihalchik@town.boxford.ma.us>  
**Subject:** Community Programs at 10 Elm – Call for Residents to Join New Committee

External Sender

Good Afternoon Leanne,

Thank you in advance for taking the time to review and consider my candidacy for the committee at 10 Elm Street.

I am a new resident to Boxford. Coming from the city has been a challenge and I'm looking to become more involved in the community and create some alliances in the town.

With due respect, my name is Joanna Picardi a resident of 16 Gina Way writing this letter to bring to your notice that I am interested in joining the committee 10 Elm Street Committee.

I have attached some peer recommendations. I have

I assure you that I will attend all the meetings and will provide extreme efforts to serve this committee.

I hope you will accept this request.

Waiting for your positive response. You may contact me for any queries or respond to me at [REDACTED].

*Joanna Picardi*

*Joanna Picardi*  
JP Business Solutions Inc.

*Business Consultants & Financial Strategies*



## REGIONAL INDUSTRIAL GROUP

20 Walnut Street, Suite 8 | Wellesley Hills, MA 02481

P: [REDACTED]

September 4, 2019

To Whom It May Concern:


This is a letter of recommendation for Joanna Picardi. I have known Joanna Picardi for eighteen years in the Construction Industry. Joanna and I met through a mutual contractor in the Boston area and worked on various projects together throughout the years in a financial and operational capacity.

Joanna is a highly motivated and qualified professional with experience in all aspects of financial business strategies including, budgets, sales, operation and employee relations. Joanna was able to transition the business development / sales side, to preplanning and estimating, to achieving favorable project outcomes very adeptly. At the time our initial relationship began, I had one organization with minimal contracts, volume and equipment. Today, I have three entities structured to insulate my family, business and personal matters that within the past five consecutive years have had a steady growth. Joanna has a unique ability to put business plans in place, foster, mentor and facilitate teams to produce favorable outcomes. She worked, trained, educated and implemented Standard Operating Procedure (SOP's) manuals for every member of the staff / department. This has helped me improve infrastructure and my bottomline. Joanna is constantly driving for better business and a healthier work environment for successful clients.

Joanna has experienced many hiccups in her career with personal family illness and struggles and managed to always work diligently and professionally while wearing many hats. The unique ability to take the bull by its horns and roll up her sleeves has never made this woman shy-a-way from anything. She possesses a unique ability to get things done and perform it with a smile.

Joanna is a result driven professional who drove our business strategies like few I have ever worked with in this industry. As President and Owner of The Regional Group, I would be honored to have her in my organization due to her abilities to be a strategist, her attention to detail, her creative thinking processes, as an ally, as well as a manager and friend. She truly has a great work ethic and spirit that would be an asset to any organization. She has my "MANY THUMBS-UP". I would highly recommend her.

Sincerely,

  
Robert Oppenheim  
President

The Regional Group



Two Battery Wharf #2303  
Boston, MA 02109

August 2<sup>nd</sup>, 2019

To Whom It May Concern

It is with great pleasure to write this letter of recommendation for Joanna Picardi.

I am Christian Silvestri and President and CEO of Silvco Builders / Buildco Consultancy LLC for Twenty years. I have had significant experience working with Ms. Picardi during the past five to six years.

Working with Ms. Picardi was always a pleasure as my staff benefited from her creativity, critical thinking and financial expertise. She brought tremendous value to my organization with her ability to prioritize, organize and willingness to get work until the work was done.

Joanna brought me a wealth of knowledge on projects budgeting and financing and has used that knowledge to help me achieve larger projects and investments. For example, due to her diligence and research she was able to investigate and determine a site was not financially feasible to build a project initially scoped out. Her business acumen and solid operational capabilities allow her to bring a team together to achieve successful results.

Ms. Picard was consistently an asset to my organization. She provided me reports and structure at all meetings, provided a fresh prospective when my brain was stuck on habits. However, she did work seemingly well with the rest of the staff, fostered positive relations through-out the company.

I cannot say enough positive things about Joanna. Without any reservation or hesitation, I would recommend her for any position not only according to her work ethic but also due to her exceptional character.

Should you care discuss this referral or recommendation further, I encourage you to contact me at [christian@silvcobuilders.com](mailto:christian@silvcobuilders.com). I am happy to address any additional questions regarding Joanna Picardi.

Best,

Christian Silvestri

President  
Silvco Builders, Inc.

[Redacted]  
[Redacted]  
[www.silvcobuilders.com](http://www.silvcobuilders.com)





September 10, 2019

To Whom It May Concern:

It is my pleasure to provide this character reference letter on behalf of Joanna Picardi. I am the Medical Director of Boston Breast Diagnostic Center and a Diagnostic Radiologist in Wellesley Hills, MA. I came to know Joanna when I diagnosed her mother with breast cancer. As a result of knowing her for more than a decade, I can assure you she is a person of remarkable maturity and reliability. She is one of the most personally dependable and financially responsible people I know. Joanna is one of the few people I would discuss my personal and business matters with. I have a great deal of faith in Joanna and trust her without reservation.

Joanna is highly intelligent and has great analytical and communication skills, which she has demonstrated in various board discussions and fund-raising events. Joanna's written skills are outstanding as well. She explains her views clearly, concisely and renders supporting arguments that are both clear and persuasive. She has always been an amicable team-oriented person and ensures that everyone has a chance to express their point of view. Joanna has the perseverance to work through difficult times and has demonstrated great initiative to focus and lead. She has worked through many personal and business challenges, which have made her even stronger.

I have the deepest personal and professional respect for Joanna and sincerely believe she will bring her unique energy, optimism, passion and tireless creativity to her career. Joanna would be an asset to any organization. I can confidently recommend her for any position or undertaking that she chooses to pursue.

Please do not hesitate to contact me if you would like to discuss this recommendation further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elsie Levin".

Elsie Levin, MD





## Willow Tree Enterprises

To Whom It May Concern,

It is with esteem pleasure to provide this letter of reference for Joanna Picardi. For many years, Joanna Picardi has work as my Business and Financial Consultant for my entities. Joanna's professional and intelligent direction has enabled me to grow and maintain profitable for the last five years.

Joanna is extremely dedicated to her clients and has spent many long hours in our office training, mentoring and instructing my staff. She has worked many tireless days with the stay to work on business plan details and information. I am convinced, without her my organizations would not be as successful.

In short, I give Joanna Picardi my highest recommendation to any task she chooses. She truly is one of the best people I know and extremely talented businesswoman. Joanna is able to create and implement new programs/tasks very easily and has an eager mind that seeks to understand everything she is doing ( cause, effect and impact ). She has a tremendous impact on independent work and the desire to do better in the lives of others as well as being part of a team.

I have no doubt that Joanna will thrive in any environment. I recommend her with out any reservation. Should you need further information or discuss this recommendation further, please feel free to contact me

Sincerely,

A handwritten signature in black ink, appearing to read 'Wilfred Dunnebier', with a long, sweeping horizontal line extending to the right.

Wilfred Dunnebier

President



[www.willowentrprises.com](http://www.willowentrprises.com)



December 5, 2022

Dear Boxford Select Board:

I am submitting my resume for consideration to serve on the 10 Elm Community Committee. I am a social work professional by education and training, with more than 17-years' experience working in nonprofit leadership. I am confident that my skills and expertise would contribute to establishing and serving on the 10 Elm Community Committee.

I have been a resident of Boxford since 2018, we have two children in the Boxford Elementary Schools, and I have served on the Boxford Parent Teacher Organization (BPTO) since 2020. I am an established and invested member of this community, welcoming ways to forge relationships and expand opportunities for residents. This past summer I had the opportunity, with the approval of the Select Board, to facilitate a small peer group focused on managing anxiety for 1<sup>st</sup> and 2<sup>nd</sup> graders.

Within my consulting practice, clients are guided to advance their needs and function through managed support in areas of marketing and communications, stewardship, development, and community partnerships. This focus provides clients with the opportunity to learn about community-based issues facing their own community which directly impacts their services, while empowering nonprofit leaders in relationship building, long-term planning, cultivation and stewardship strategy, marketing and communications, and board development.

I have considerable experience working with national nonprofits, religious and educational institutions, and small local organizations, examining, and improving their current practices, designing strategies for growth, and advancing their capabilities in business operations, culture, fundraising, marketing and communications, volunteer utilization, and developing opportunities to position organizations like 10 Elm as the organization of choice for clients, community, donors, and stakeholders.

I believe my depth of understanding for the challenges faced by nonprofit organizations, combined with my diverse professional and educational background, set me apart. My social work practice specializes in advancing the needs and capacities of the total community by addressing life circumstances like poverty, violence, ageism, discrimination, and disparities in social and economic justice that fall disproportionately on vulnerable groups and challenge the spirit of the entire community.

My knowledge of nonprofit business structure and clinical experience from a social work perspective, enables me to deliver an effective and compassionate style of leadership that is necessary when working across diverse audiences.

My communication skills, together with my ability to cultivate trust and accountability, have built alliances, awareness, and increased revenue, while maintaining the integrity, mission, vision and values of the organizations and people I work with.

I thank you in advance for your time and consideration in reviewing my resume.

Sincerely,

Hilary LaMotte Burke, MSW

## **Hilary LaMotte Burke, MSW**



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### **PROFESSIONAL SUMMARY**

Strategic and collaborative leader with a healthcare education and 17+ years of nonprofit management and development experience overseeing budgets \$20M+; complemented with expertise in marketing, communications, development, stewardship, event management, and team supervision. Dedicated health professional interested in socio-cultural, behavioral, psychological, and biological factors contributing to wellness and disease.

- Strategic Planning & Implementation
  - Finance & Budget Management
  - Donor Engagement & Retention
  - Communications & Materials Design
  - Program & Event Planning
  - Public Speaking & Presenting
- 

### **PROFESSIONAL EXPERIENCE**

#### **HLB CONSULTING – BOXFORD, MA**

##### **PRESIDENT – JUNE 2019 - CURRENT**

I work with a broad range of nonprofit organizations, helping them address fundamental questions about their mission, vision, impact, programs, and operations. My goal is to help them determine how they can best use their resources to address increasingly complex social problems and make lasting change.

- Lead clients to advance their capacity through managed support in marketing, communications, grants, stewardship, fundraising, prospecting, and operations.
- Assess existing processes and structure; debrief and educate clients on areas of improvement and forecasting challenges, while strengthening their ability to serve their audience.
- Develop strategic plans for campaign building, cultivation and stewardship strategy, marketing and communications, and board/team development.

#### **BOYS & GIRLS CLUBS OF DELAWARE – WILMINGTON, DE**

##### **DIRECTOR, MARKETING & COMMUNICATIONS – OCTOBER 2015 - JUNE 2019**

As part of the leadership team, I supervised 43 Boys & Girls Clubs across Delaware in marketing, communications, and public relations; creating effective and efficient fundraising communications, and brand awareness to best communicate their stories of impact.

- Developed comprehensive marketing, communications, and public relations materials, programs and events that increased brand recognition and position with major donors, alumni, event sponsors and other stakeholders.
- Coordinated and expanded editorial direction, design, production, and distribution of 45 Club publications, social media, and electronic content to appeal across diverse audiences of donors, Club members, Club alumni, families, future members, and corporate partners.
- Regularly conducted market research and monitored trends, adjusting as needed.
- Designed and implemented appeal communications, marketing materials, and processes to execute on priority grant and contract proposals, delivered required reports, and cultivated excellent relationships with grant funders and corporate supporters.
- Implemented policies to strengthen brand awareness to ensure effective and consistent communication of organizational value proposition and track records of achievement.

**BOYS & GIRLS CLUBS OF DELAWARE – WILMINGTON, DE**

**REGIONAL DIRECTOR OF DEVELOPMENT – OCTOBER 2013 - OCTOBER 2015**

As part of the leadership team, I created the implementation of a strategic approach to diversify fund development across 43 Clubs, including individual, corporate, alumni, and major donors. I led the development team in the coordination and execution of contributed income programs, maximizing potential of planned and legacy gifts, and developed strategic alliances with corporate supporters for special events and community-based programs increasing overall operating budget from \$18.2M to \$22.5M.

- Established fund development plan to increase annual revenue to support strategic direction of the organization.
- Identified and cultivated corporate, community, and individual prospects for fundraising priorities.
- Researched, developed, and tracked grants and diverse funding opportunities.
- Analyzed trends and adapted fundraising and communication strategies, as necessary.
- Developed relationships with stakeholders to advance the mission, brand, fundraising, and the organizations relevance to the community.
- Oversaw planning and implementation of special events to raise funds, awareness, and impact.
- Developed community partnerships with local Master of Social Work programs to provide students social work experiences through Field Placement opportunities within individual Clubs across Delaware.

**NATIONAL MULTIPLE SCLEROSIS SOCIETY – ATLANTA, GA**

**Clinical Director – July 2005 - October 2013**

As a member of the leadership team, I designed and implemented strategies for increasing comprehensive educational programs to individuals living with Multiple Sclerosis (MS), caregivers, and medical professionals throughout the southeast region. I Increased organizational revenue from \$1.8M to \$2.4M, increased client and donor volume, while improving staff retention and performance. Provided leadership and management through collaborative approaches with all levels of program, medical and clinical staff.

- Increased access to medical resources for individuals and families living with MS.
- Ensured fiscal security through grant writing, special events, campaign management and developing new revenue sources.
- Demonstrated ability to partner with diverse communities and audiences, medical professionals, and peer organizations to develop, deliver, and leverage resources to enhance care and quality of life for people living with chronic diseases.
- Managed multi-medical professional committees, teams, and volunteer groups.
- Managed and directed clinical caseloads.
- Served as southeast liaison for national strategic implementation teams.

**Hilary LaMotte Burke, MSW**



**EDUCATION:**

**Master of Social Work - 2005**

Georgia State University – Atlanta, GA

**Bachelor of Science, Health Promotion and Disease Prevention - 2000**

University of Southern California – Los Angeles, CA

**PROFESSIONAL ASSOCIATIONS:**

- National Association of Social Workers
- Association of Fundraising Professionals

**COMMUNITY INVOLVEMENT:**

- (Former) Board Member (Development Chair), Tri-Town Council, Topsfield, MA
- Board Member (Communications Chair), Boxford PTO, Boxford, MA
- (Former) Board Member, Triad Recovery, Wilmington, DE

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## HEATHER P. BARRY

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December 9, 2022

RE: 10 Elm Events/ Program Committee

Dear Town of Boxford,

Kindly accept this letter and resume in response to my interest in the 10 Elm Events/ Program Committee position in the Town of Boxford.

Currently I hold active positions with the Historic District Commission & BEST Board. My diverse outreach and relationships within the town create the perfect sounding board for what is needed within our community. The opportunity to better serve and connect our community members will be through the utilization of the long awaited COA/ Community Center.

My wide range of experience in event planning, development, and management make me a key contributor to what makes sense and what works for the space and needs of our town. I have been excited to be apart of this reuse project that I have seen from start to finish and now as it sits in its true beauty it holds so much potential.

I look forward to your consideration and hope to be an influential team member of this committee.

Sincerely yours,

Heather Barry

Heather Barry



# HEATHER P. BARRY

**EDUCATION:** University of New Hampshire, Durham, NH BA: *Communication & Business*  
Graduated **Cum Laude**, Honors program The National Society of Leadership and Success

## EXPERIENCE

### COMMUNITY INVOLVEMENT

#### **Historic District Commission/ Historical Commission 2017 - Present**

Create awareness & community improvement of significant landmarks & homes within the district

Advocated/ Assisted with the 10 Elm project & Committee

#### **Tri-Town School District Re-Opening Committee 2020**

Coordinated & Executed the reopening plan for the Tri-Town School system & Tents for each district

#### **BEST Board Member 2021 - Present**

Grant writing & Event Planning

#### **Beaumont Hotel Gloucester, Massachusetts, Winter 2015-Winter 2017**

*Manager & Sales*

- Curated & assisted with the design & opening of all aspects of hotel
- Spearheaded ground up F&B Operation and events space
- Managed, planned & booked diverse events

#### **The Trustees of Reservations & Fireside Catering Ipswich/Canton, Massachusetts, Spring 2013 - 2015**

*Private Event Manager & Sales*

- Actively hold sales meetings for wedding and corporate clients
- Plan and manage weddings from start to finish as well as corporate events for high end clients
- Manage property calendars and sales calendars for region
- Organize annual wedding showcase for multiple wedding venues across Massachusetts
- Negotiate contracts and deals to maximize sales
- Annually produce over \$300,000 in sales
- Increased sales by 20% my first season at the organization, 40% my second season
- Surpassed multiple sales goals for the 2014 season

#### **The Country Club Chestnut Hill, Massachusetts, Spring 2011-Spring 2013**

*The Country Club Assistant Manager (Spring 2011-Spring 2013)*

- Oversaw all Club operations
- Executed and ran Private Events & Club Events
- Responsible as floor manager on a nightly basis for the formal and informal dining rooms
- Assistant to Club General Manager & Assistant General Manager
- Assisted with the Club's Summer Intern Program

*The Country Club Events Coordinator (Fall 2011 – Spring 2013)*

- Distributed weekly Write up packet as well as event changes
- Booked & Organized Private events and Club events, Managed the Club's Yearly Events & Calendars
- Coordinated Sporting events and annual Holiday Events

#### **The Golf Club at Turner Hill, Ipswich, Massachusetts, Summer 2007-Spring 2011**

*Membership & Event Coordinator, Club Accounts Payable (2009-Spring 2011)*

- Responsible for the entire golf club and residential accounts payable
- Directly work with President and CFO of the Club
- In charge of arranging member events and all clubhouse bookings
- Manage social calendars and assist with member requests

*Membership Relations & Events Coordinator Internship (Summer 2008)*

- Oversaw & arranged events, excelled in superior customer service relations, coordinating member events, weddings, corporate golf
- Assisted with the development of the Turner Hill Wedding Catalog as the key spokesperson
- Conducted wedding consultations and lead mansion tours

*Manager of on Course Beverage Operations (Summer 2007-Fall 2010)*

- Managed the beverage cart operations from 07-09, increased on course food and beverage sales by 97%
- Assisted membership sales with effective customer service for potential new members
- Developed strong interpersonal relationships with members, having a knowledge of all members
- Responsible for all cash bank dealings on and off course

***Additional Experience with Turner Hill:*** Assistant to the President & CFO, Front Desk Operations Manager, Pool Manager, Server, Bartender, Catering Captain, Food & Beverage Floor Manager, Event Tour Manager & Wedding Cottage sales representative. Assisted with Human Resources and helped establish the membership services department.

#### **Boston Bruins Professional Hockey Team, Boston, Massachusetts**

*Boston Bruins Media Relations Department Intern (Fall 2009-January 2010)*

- Compiled & formatted daily media coverage of team to over 300 members of the media & upper management
- Assisted in the media development of the 2010 Winter Classic & escorted Bruins players to appearances
- Managed responsibilities for media relations game day staff, & trained incoming interns
- Boston Bruins Media Relations Representative during team practice & game days
- Developed PR Plans for Boston Bruins events; Represented Bruins players at charity functions & hospital visits
- Authored featured stories for the Boston Bruins official website
- Awarded the Dillman Award for NHL's Best PR Department of the year
- Commissioned to work for the NHL Communications Group during the 2011 Stanley Cup Finals

*Boston Bruins Hockey Operations Department Intern (Spring 2010-May 2010)*

- Developed the Boston Bruins 2010 Official Team Travel Guide
- Arranged all air travel, team bus & equipment transfers for 2010 season

## **SKILLS & CERTIFICATIONS:**

MS Word, Excel, PowerPoint, Outlook, Jonas, ClubTec, RezStream, AED, CPR, Tips, Serve Safe & Crowd Control Certified

**From:** [Leanne Mihalchik](#)  
**To:** [Matt Coogan](#)  
**Subject:** FW: Fwd:  
**Date:** Thursday, December 8, 2022 2:50:11 PM  
**Attachments:** [RESUME FOR ANDREW JAMES.docx](#)

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**From:** Andrew James [REDACTED]  
**Sent:** Thursday, December 8, 2022 2:42 PM  
**To:** Leanne Mihalchik <LMihalchik@town.boxford.ma.us>  
**Subject:** Fwd:

**External Sender**

Hello Leanne! Nice to chat earlier today. This resume is not updated as it was the resume that I used when I applied to First Church. But regardless, it could just be noted that the one addition to the resume would be that of Lead Pastor of First Church Congregational Boxford since the fall of 2014. So attached is my resume for the selectmen and my little blurb below.

*My time is obviously quite limited in this season of life in raising a young family of 3 kids and the extensive demands of leading a congregation. Yet, I think that it is great that the new center was built and with the various dynamics of hosting many things at church and partnering with the community in thinking outside the box for activities that perhaps I can be of assistance. Plus, I get asked all the time about the new building, so it would be nice to have some better intel to assist people in the future. And I have very few outside committees that I sit on outside the church, so it might be an outlet that I could give input without having to be a final decision maker, etc!*

Regards,

Andrew



# Andrew P. James

## **OBJECTIVE**

To leverage the gifts the Lord has given me for connecting with people, uniting diverse backgrounds, sharing the Gospel and preaching boldly. To serve as an associate or solo pastor who can ignite a church to make disciples and become a beacon for the Gospel in their community.

## **EDUCATION**

(M.Div candidate)	<i>Gordon-Conwell Theological Seminary</i>	2011- present
B.A. Political Science,	<i>University of Alabama</i>	2003

## **MINISTRY EXPERIENCE**

**Field Partner** - CBMC (Christian Business Men's Connection) - Boston, MA- 08/11-present

- Facilitated the start of the CBMC ministry on Boston and North Shore
- Developed a sustainable CBMC Ministry by aiding the start of four new weekly teams of men that meet to pray, study Scripture and develop strategic outreach strategies to their workplace
- Mobilized five separate large-scale evangelistic outreaches that have featured prominent speakers such as Bob Doll, Mark Whitacre and Os Guinness

**Associate Metro Director** - CBMC DC - Vienna, VA - 10/06-07/11

- Helped to start and sustain an initiative with CBMC that focused specifically on reaching those in their 20's and 30's; over 200 young men became actively connected and involved over this five-year period.
- Launched a mentoring initiative that connected nearly 50 older and younger men in fruitful one on one weekly discipleship relationships
- Spoke frequently at National CBMC Conferences that sought to help other cities start other similar launches

**Founder and Director of "Refuel"** - Vienna Presbyterian Church (part-time) - Vienna, VA - 6/08- 7/11

- Founded and sustained a 20 and 30's ministry at a 2,500 member church
- Funneled young believers into more consistent community in the church and brought many non-believers inside the church walls for the first time in their life
- Preached bi-weekly and directed the flow of the weekly meetings by identifying testimonies and envisioning the needs for each particular week
- Created the structure for the various subsets of the ministry (small groups, socials, outreach)

**STINT Staff** - CRU - Pisa, Italy - 06/03—08/04

- Served in Italy by helping to grow a campus ministry at the University of Pisa that consisted of large-scale outreaches and weekly worship nights
- Met weekly with Italian students to build friendships, share the Gospel with them and disciple them
- Embraced the challenges and nuances of ministering in a vastly different culture

## **WORK EXPERIENCE**

**United States Committee on Government Reform (Congress) - Staff Associate -**  
Washington, DC - 02/05- 03/06

- Gleaned important strategies in learning how to interact with hundreds of diverse constituents and interests via phone, letter and in-person appointments
- Acquired multi-tasking skills in assembling daily press clippings for senior staff, answering phones and helping with specific legislative processes

**Re-election campaign for US Congressman Frank Wolf - Volunteer Coordinator -**  
Herndon, VA – 08/04-11/04

- Mobilized and directed the volunteer base of about 500 people for the victorious re-election campaign for Congressman Frank Wolf
- Motivated people to work for an important cause, without pay, by teaching them to go door to door, organize community-wide events and help with large-scale mailings and phone banks

## **Honors, responsibilities, family, special interests**

- President of the Student Body (Student Association) Gordon-Conwell
- Received the 'Leadership Award' given annually by the Division of Practical Theology at Gordon-Conwell to a student within the M.Div program
- Byington Scholar for Dr. David Gill (Ethics Professor Gordon-Conwell)
- Certified Coach (trained through CBMC's Legacy Leadership Initiative)
- Frequent speaker to churches and other ministries on topics such as reaching 20's and 30's, discipleship and evangelism, experiencing God through Sabbath and creating strong men's ministries
- Enjoys playing basketball and tennis and watching football; also played one year of college baseball at Ohio Wesleyan University
- Married to Becky-two sons, Luke and Wesley (4 and a half and 2 respectively)

**References available on request**



December 15, 2022

Ms. Leanne Mihalchik  
Administrative Services Manager/HR Coordinator  
Town of Boxford, MA  
7A Spofford Road  
Boxford, MA 01921

Dear Ms. Mihalchik:

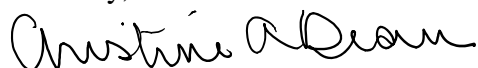
Please accept this letter and enclosed resume to be considered as a member of the 10 Elm Community Committee. Over the past fifteen years working in the field of recreation and community programming, I have gained the experience and knowledge necessary to make me a qualified candidate for this role.

In my current position as Community Center Director for the Town of Lexington, I work with a diverse group of stakeholders to coordinate and plan activities for the community. I collaborate with the Department of Human Services, specifically the COA and Division of Senior Services, to schedule use of the building for programming and service delivery. As a multi-generational community center, I am responsible for upholding the mission of intergenerational programming, bringing together residents of all ages and abilities.

In addition to my professional role, I currently sit on the Tri-Town Council Board. I have always been drawn to the offerings of TTC for my children and family. Providing healthy mental, social, and physical activities outside of the school day is just as important as within. I enjoy serving in a capacity that gives back to the community and helps to create strong and lasting networks between our three towns.

I hope you will consider my application to the 10 Elm Community Committee and I would greatly appreciate the opportunity to discuss my qualifications with the Select Board. Please do not hesitate to contact me if I can provide you with any additional information.

Sincerely,



Christine A. Dean

# CHRISTINE ANSLEY DEAN

## EXPERIENCE

### **Lexington Recreation and Community Programs, 2017 – Present**

#### **Director, Lexington Community Center**

- Plan, direct and exercise general supervision of the intergenerational Community Center to include the management of staffing, programs and activities, technology, physical facilities, equipment, records management and grant proposals
- Develop and recommend policies and procedures, including operations of the customer service counter to ensure maximum customer service results
- Maintain and manage program financial records and perform financial analysis of programs
- Manage program data and compile quarterly reports for all programs. Research, compile, prepare, analyze, interpret and deliver annual department performance measurement documents
- Develop and implement marketing strategy for the facility which includes promotional events, marketing tools, advertisement of the facility, public and media relations, social media, and annual marketing plans

### **Danvers Recreation Department, 2011 – 2017**

#### **Park Ranger Supervisor, Endicott Park**

- Plan, publicize, oversee and evaluate recreational programming and permitting for 165 acre Municipal Park
- Review, approve and schedule building, picnic area and field use requests
- Track program performance, prepare budget reports and handle program registrations
- Collect, count and record revenues generated from permit, day use and recreation activity fees
- Make recommendations for building and grounds improvements for annual budget process
- Seek out, hire, supervise and evaluate full time, seasonal and part-time employees

### **Brookline Recreation Department, 2006 – 2011**

#### **Recreation Leader, Environmental Education and Outreach Coordinator**

- Coordinated and directed environmental education, interpretive and recreation programs for all ages
- Developed and wrote program descriptions; marketed and advertised programs and set appropriate fee structure
- Directed nature-based summer day camp and supervised seasonal staff
- Supervised seasonal Park Rangers and assisted with their program delivery, park patrolling and Green Dog off-leash program compliance
- Established partnerships and sought out other opportunities to fund the position and associated programs
- Coordinated and led volunteer park clean-ups, habitat restoration and other projects that promote park, sanctuary and open space stewardship

## CERTIFICATIONS & MEMBERSHIPS

- Tri-Town Council Board Member
- Certified Parks and Recreation Professional
- Massachusetts Recreation and Park Association (MRPA) member, Northeast Regional Chair
- 2022 MRPA Community Professional of the Year
- National Recreation and Park Association member
- Northern New England Recreation & Parks Conference planning committee

## EDUCATION

May 2002 | California State University | Sacramento, CA | Teacher Preparation Program

May 1999 | Ithaca College | Ithaca, NY | BA, Environmental Studies

**From:** [Ross Povenmire](#)  
**To:** [Matt Coogan](#); [Brendan Sweeney](#); [Natasha Grigg](#); [Ellen Guerin](#)  
**Cc:** [Kathleen Benevento](#)  
**Subject:** Please place agenda item on Select Board meeting December 19 for Dorman Land Gift Fund  
**Date:** Thursday, December 15, 2022 12:35:37 PM

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Hello All, I am writing to request that an agenda item be added to the Select Board meeting of December 19 re the establishment of a gift fund to facilitate the purchase of the Dorman Land. Assuming the CPC Chair agrees (copied on this email) I suggest the CPC as the sponsor of the agenda item.

I have discussed with some of you the need to establish a gift fund into which donations could be deposited for the purpose of facilitating the purchase of the Dorman Land. Timing is critical here because the survey costs cannot all be covered by the CPC administrative fund, and a survey is needed as part of the campaign for approval of the warrant article. I believe there are individuals ready and willing to assist in covering the remainder of these survey costs. A gift fund would need to be established so that such funds could be held by the town for the purpose. The Select Board must approve the establishment of such a fund.

Ross

Grantor: Toll Northeast V Corp.

Grantee: Boxford Conservation Commission

Property Address: Willow Road, Boxford (Assessors Map 6, Block2, Lot 2.2)

Grantor's Title: Book 40906 Page 253 in Southern Essex District Registry of Deeds.

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## CONSERVATION RESTRICTION

Toll Northeast V Corp., with a mailing address of 116 Flanders Road, Suite 1200, Westborough, MA 01581, being the sole owner, for its successors and assigns holding any interest in the Premises as hereinafter defined (the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the Town of Boxford acting by and through its Conservation Commission, pursuant to Chapter 40 Section 8C, with an address of 7A Spofford Road, Boxford, MA 01921, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land containing a 90.8-acre +/- portion of a 115.6-acre +/- parcel of land located in the Town of Boxford, Commonwealth of Massachusetts, which Premises is more particularly described in Exhibit A and shown on the attached reduced copy of the *Conservation Restriction Plan* in Exhibit C, both of which are incorporated herein and attached hereto. The Grantor and the Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

- I. PURPOSES: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity substantially in its natural, scenic, and vegetated condition as set forth herein and to prevent any use of the Premises that will impair or interfere with the Conservation Values of the Premises. This Conservation Restriction supersedes the Declaration of Restriction recorded on the Premises in the Southern Essex District Registry of Deeds at Book 40921, Page 442. The conservation of the Premises will yield a significant public benefit for the following reasons:
  - a. Wildlife & Habitat Protection: Conservation of the Premises will protect habitat used by a variety of wildlife including but not limited to, the Blanding's Turtle (*Emydoidea blandingii*) and Wood Turtle (*Glyptemys insculpta*), species protected under the Massachusetts Endangered Species Act.
  - b. Nearby Natural Areas: The Premises contain fields, early successional habitat, vernal pools, upland forest, and wetland habitat, including the Parker River, for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the Premises will protect these habitats. The Premises also contribute to the protection of the scenic and natural open space character of the Town of Boxford by connecting to the 54± acre "Hazeltine Meadow" conservation area owned by the Essex County Greenbelt Association (aka "Ingalls Memorial Wetlands") via existing paths and a wooden boardwalk over the Parker River, a 74± acre Conservation Restriction held by Essex County Greenbelt Association (aka "Price CR"), and the 19± acre Chadwick Farm Road Conservation Area owned by the Essex County Greenbelt Association.

- c. Scenic Landscape Preservation: The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the Premises, by prohibiting significant alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes.
- d. Flood Plain Protection: Portions of the Premises lie within the 100-year floodplain of the Parker River. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- e. Water Quality Protection: Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland resource areas.
- f. Furtherance of Government Policy: Protection of the Premises furthers the Town of Boxford's 2015 Open Space and Recreation Plan Goals including Goal A: Preserve and protect groundwater resources, drinking water resources, ponds, streams, wetlands and wildlife habitat and Goal C: Preserve, enhance and acquire lands for active and passive recreation needs. The Premises are designated NHESP Priority Habitat of Rare Species and located within NHESP's BioMap2 Core Habitat.
- g. Massachusetts Endangered Species Act ("MESA"): This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit No. 21-383 DFW, date October 6, 2021, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") recorded at Book 40883, Page 80, in the Essex (South) County Registry, and incorporated by reference herein ("CMP").
- h. Public Access: A portion of the Premises will be made available for public access for non-commercial, non-motorized passive recreation and nature study.
- i. Baseline Documentation Report and Survey (BDRS): These conservation values are described in more detail in the Baseline Documentation Report and Survey ("BDRS"), copies of which are to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that the purpose of the BDRS, which consists of maps, narratives, survey plans and aerial and ground photographs that portray the condition of the Premises at the time of the creation of the BDRS and immediately prior to recording of this Conservation Restriction, is to provide a baseline from which future changes to the Premises, whether natural or human-caused, can be measured including to objectively and accurately document natural or other uses, physical features, improvements, and trails and as they relate to the prohibited and permitted uses of the Premises. Notwithstanding, in the event that the BDRS is unavailable, or is determined to be inadequate for resolving any issue that may arise after the granting of this Conservation Restriction, other evidence may be used to show the condition of the Premises at either the time of the grant or some subsequent point in time

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the Conservation Restriction described herein is an appropriate means to ensure compliance with the CMP issued



pursuant to MESA and achieve the community's open space goals and objectives, all of which thereby represent significant public benefits.

## II. DEFINITIONS:

- a. Conservation Values: shall mean, without limiting the generality of the terms, those conservation attributes set forth above in Section I and as further described in the BDRS.
- b. Hazardous Material: shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.
- c. Pervious: shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.
- d. Structure: (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities. A kiosk at the trailhead off of Pine Plain Road shall not be considered a structure.
- e. Passive Recreation: activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hiking, wildlife viewing, observing and photographing nature, picnicking, walking, bird watching, running/jogging, non-motorized mountain biking, and horse-back riding. Passive recreation excludes the use of motorized vehicles, except for motorized wheelchairs and motorized scooters by the disabled.
- f. Private Trails: Existing footpaths composed of natural surfaces, as depicted on the *Proposed Open Space Figure*, which is incorporated herein and attached hereto as Exhibit B, that provide access to the Public Trails explicitly for residents and permitted guests of the 115.6-acre parcel ("The Willows at Boxford").
- g. Baseline Documentation Report (BDRS): Baseline Documentation Report ("BDRS") consists of maps, narratives, survey plans stamped by a Professional Land Surveyor registered in the State of Massachusetts, and aerial and ground photographs, which portray the condition of a

restricted property at the time of the creation of the BDRS and immediately prior to recording of the Restriction. The purpose of the BDRS is to provide a baseline from which future changes to the property, whether natural or human-caused, can be measured including to objectively and accurately document natural or other uses, physical features, improvements, trails and as they relate to the prohibited and permitted uses of the restricted area.

III. PROHIBITED USES & RESERVED RIGHTS:

- a. Prohibited Uses: Except as to reserved rights set forth in Section III.b. below, the Grantor shall not perform nor permit others to perform the following acts or uses, which are prohibited, in, on, above or below the Premises:
- i. Hunting, fishing, and trapping.
  - ii. Swimming, boating, and kayaking in any waterbody or waterway.
  - iii. Constructing, placing, or allowing to remain any Structure;
  - iv. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
  - v. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree or other vegetation cutting, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Premises, or the installation of underground storage tanks;
  - vi. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users
  - vii. Applying or using fertilizers, fungicides, herbicides or pesticides in any quantity, unless otherwise approved in writing by the Grantee and Division;
  - viii. Planting, releasing, cultivating, maintaining, or engaging in any other activity that would introduce plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this recording, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;
  - ix. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;
  - x. Any commercial recreation, other business or industrial use;

- xi. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; causing or permitting any domestic or livestock to be unattended or to roam or be at large (dogs must be leashed at all times); and the storing or dumping of manure or other animal wastes; any agricultural use;
  - xii. Using, parking or storing motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;
  - xiii. Disrupting, removing, destroying any stone walls, historical stone monuments, or granite fences or posts;
  - xiv. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
  - xv. Damaging, disturbing, or removing, any part or portion of the property or any or resource, real, natural, personal, cultural or historic; and
  - xvi. Any other use or activity which is inconsistent or interferes with, or that would materially impair the Purposes or Conservation Values of this Conservation Restriction.
- b. Reserved Rights in the Premises: The Grantor reserves the right to conduct or permit the following activities provided they do not materially impair the Conservation Values or purposes of this Conservation Restriction or other significant interests:
- i. With prior written permission of the Grantee and Division, after consultation with and consistent with the advice of a professional biologist to ensure such use will not be detrimental to any state-listed species or other wildlife, the erection and maintenance of sight-pervious, non-enclosing, wildlife friendly fences, such as wooden split rail or other open-faced fences, or low hedges of native species;
  - ii. The right to install temporary or permanent boundary monuments; the right to erect and maintain small signs that provide information including identifying the Grantor and Grantee provided that such signage is consistent with the purposes of this Conservation Restriction and does not identify the location or existence of any specific state-listed species on the Premises;
  - iii. The Grantor and the general public are permitted to enter upon a portion of the Premises identified as "Public Trail" in Exhibit C ("Public Trail"), for non-commercial, non-motorized passive recreational uses of the Premises including, but not limited to, walking, jogging, hiking, cross-country skiing, snow shoeing, wildlife observation, and photography. Additional non-commercial activities allowed on the Public Trail

by the general public are non-motorized mountain biking and horseback riding. Motorized wheelchairs and motorized scooters may be used on the Public Trail by members of the public who reasonably require the use of such devices due to disability, advanced age, or limited mobility;

- iv. With prior written permission of the Grantee and Division, hunting, fishing, or trapping are permissible when necessary for habitat management and animal population control, and then only permitted and carried out in accordance with regulations issued by the Division of Fisheries and Wildlife subject to MGL Ch 130, 101 and 321 CMR;
- v. With prior written permission of the Grantee and Division, the right to temporarily close the Public Trail from time-to-time as necessary to conduct trail maintenance, but in a manner that minimizes restrictions on use of the Public Trail and for no more than five (5) consecutive days unless agreed to by the Grantee and Division.
- vi. With prior written permission of the Grantee and Division, the right to remove or control hazardous trees, poison ivy, oriental bittersweet, other invasive or exotic species, insect infestations, diseases, and other types of pests by methods and in a manner that minimize damage to surrounding, non-target species and preserve water quality;
- vii. With prior written permission of the Grantee and Division, the right to restore, maintain, enhance or otherwise manage biotic communities or habitats for native or rare species that include, but are not limited to, selective planting of native species, cutting, prescribed burning or removal of native vegetation, and modification of soils. Where the CMP requires habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee. All habitat restoration, maintenance or enhancement of rare species habitat shall be done in accordance with the written permission of the Division, or applicable CMP requirements;
- viii. The marking, clearing, mowing or maintaining of existing footpaths and woods roads with natural surfaces and shown on the Plan and described in the BDRS, including the Public Trail or Private Trails as well as the right to alter the locations of established trails, after consultation with the Grantees and with the Grantees' written permission, provided that neither the conservation values of this Conservation Restriction nor access to and passage through the Premises is materially impaired, and in compliance with the CMP, MESA, and other applicable statutes and regulations.
- ix. The establishment of a kiosk off of Pine Plain Road as designated on the *Proposed Open Space Figure*, which is incorporated herein and attached hereto as Exhibit B.
- x. All actions and activities required or authorized by the CMP, as the CMP may be subsequently amended and duly recorded with the Southern Essex District Registry of Deeds with reference to the CMP and this Conservation Restriction; and

- xi. Any work undertaken in conjunction with the reserved rights mentioned above in paragraph III.b. shall seek to minimize disturbance to the Premises. Upon completion of any site work performed in conjunction with paragraph III.b., any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work; and
- xii. Archaeological investigations and activities, including without limitation surveys, excavation, and artifact retrieval conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and written approval thereof by (a) the Commonwealth and (b) the State Archaeologist of the Massachusetts Historical Commission, and in accordance with Massachusetts 950 CMR 70.00 with approval of the Grantee in consultation with Division; and (c) the Division in accordance with the requirements of MESA.

The exercise of any right reserved by the Grantor under paragraph III.b. shall be in compliance with the Zoning By-Laws of the Town of Boxford in effect at the time the right is exercised, and all other applicable federal, state, county and local laws, bylaws, rules and regulations, including, but not limited to Massachusetts Historic Commission regulations and local wetland conservation commission bylaws and regulations. The inclusion of any reserved right in paragraph III.b. requiring a permit from a public agency does not imply that the Grantee or the Division takes any position on whether such permit should be issued.

#### IV. ADDITIONAL PROVISIONS:

##### **a. NOTICE AND APPROVAL:**

Whenever notice to or approval by Grantee or Division is required, Grantor shall notify Grantee or Division, as applicable, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MESA Tracking Number and/or CMP Number, if applicable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee or Division, as applicable, to make an informed judgment as to its consistency with the purposes of this Conservation Restriction and CMP. Where Grantee's or Division's approval is required, Grantee or Division, as applicable, shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. The Grantee or Division may require the submittal of additional information necessary to evaluate the proposed activity. Grantee's or Division's approval, as applicable, shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee or Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee or Division, as applicable, of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, is not in violation of any local, state or federal law, including but not limited to MESA, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

**b. LEGAL REMEDIES OF THE GRANTEE:**

**i. Legal and Injunctive Relief.**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). 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. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

The Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division; and does not limit in any manner the Division's authorities or duties under G.L. c. 131 and 131A et. seq. or the implementing regulations for such statutory provisions.

**ii.Non-Waiver.**

Enforcement of the terms of this Conservation Restriction shall be at the 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.

**iii.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 and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

Pursuant to M.G.L. Chapter 21, Section 17C, neither the Grantor nor the Grantees is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct.

**iv.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 causes beyond the Grantor's control, including but not limited to fire, flood, storm 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.

**c. GRANTEE'S RIGHT OF ENTRY ONTO THE PREMISES:**

The Grantor hereby grants to the Grantee, or 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. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor grants to the Grantee and designees of the Grantee, the right to erect and maintain a kiosk off of Pine Plain Road, together with trail signs consistent with other trail signage in Boxford.

**d. PUBLIC ACCESS:**

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants to the Grantee and the general public the right to enter upon a portion of the Premises identified as "Public Trail" in Exhibit C, attached hereto, provided that such access shall be limited to daylight hours unless Grantor provides permission for an exception and activities shall be limited to uses described in Paragraph III.b.iii. and confined to the Public Trail. Public access shall be subject to such reasonable rules and regulations as the Grantor or Grantees may establish and post.

**e. EXTINGUISHMENT:**

- i. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs and the Division. If any change in conditions ever gives rise to extinguishment or other release of the 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.e.ii. below, 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. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

- ii. Proceeds. Grantor and Grantee agree that the donation 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 bears to the value of the unrestricted property. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.
- iii. Grantor/Grantee 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.e.ii., after complying with the terms of any law, gift, grant, or funding requirements. 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 the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

**f. ASSIGNABILITY:**

- i. 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.
- ii. 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 herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.
- iii. 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 in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of



Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

**g. SUBSEQUENT TRANSFERS:**

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 within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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.

**h. ESTOPPEL CERTIFICATES:**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

**i. 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 to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

**j. AMENDMENT:**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an

amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction and the CMP, shall not affect its perpetual duration, shall be approved in writing by the Secretary of Energy and Environmental Affairs and Division, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex District Registry of Deeds.

**k. 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 General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex District Registry of Deeds.

**I. 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 be served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Toll Northeast V Corp.  
116 Flanders Road, Suite 1200  
Westborough, MA 01581

To Grantee: Boxford Conservation Commission  
7A Spofford Road  
Boxford, MA 01921

To Division: Natural Heritage & Endangered Species Program  
Massachusetts Division of Fisheries & Wildlife  
1 Rabbit Hill Road  
Westborough, MA 01581

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.

**m. GENERAL PROVISIONS:**

- i. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- ii. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent

with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

- iii. 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 provision of this Conservation Restriction shall not be affected thereby.
- iv. Entire Agreement. This instrument sets forth the entire agreement of the parties 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.

**n. MISCELLANEOUS.**

- i. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs 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.

- ii. Homestead

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights 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 M.G.L. c. 188 10(e).

- iii. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction.
- iv. The following signature pages are included:

Grantor  
Grantee Acceptance  
Approval by Select Board  
Approval of the Secretary of Energy and Environmental Affairs  
Acknowledgement by the MA Division of Fisheries and Wildlife

- v. Attached hereto and incorporated herein are the following exhibits:  
Exhibit A: Legal Description  
Exhibit B: Proposed Open Space Figure (reduced copy)  
Exhibit C: Conservation Restriction Plan (reduced copy)

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2022,

Toll Northeast V Corp.

\_\_\_\_\_  
David A. Buckley, Authorized Representative

COMMONWEALTH OF MASSACHUSETTS

*Worcester*, 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, as \_\_\_\_\_ of Toll Northeast V Corp.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACCEPTANCE OF GRANT BY TOWN OF BOXFORD CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Boxford, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Toll Northeast V Corp. pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8(C) and do hereby accept the foregoing Conservation Restriction.

**BOXFORD CONSERVATION COMMISSION:**

\_\_\_\_\_  
David Smallman

\_\_\_\_\_  
Frank DiLuna

\_\_\_\_\_  
Alan Fowler

\_\_\_\_\_  
Natasha Grigg

\_\_\_\_\_  
Kerri Lumus

\_\_\_\_\_  
Greg Kokorda

\_\_\_\_\_  
Doug Hamilton

**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:

### APPROVAL OF 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 Toll Northeast V Corp. to the Town of Boxford, acting by and through the Conservation Commission, pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECT BOARD:

\_\_\_\_\_  
Barbara G. Jessel

\_\_\_\_\_  
Charles J. Costello

\_\_\_\_\_  
Peter C. Perkins

\_\_\_\_\_  
Judith A. Stickney

\_\_\_\_\_  
Margaret Chow-Menzer

### 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:

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Toll Northeast V Corp. to the Town of Boxford, acting by and through its Conservation Commission, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

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:

**ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE**

This grant of Conservation Restriction set forth above to the Town of Boxford, acting by and through its Conservation Commission, by Toll Northeast V Corp., is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The MA Division of Fisheries and Wildlife (Division) acknowledges the reserved rights and obligations of the Division set forth herein.

\_\_\_\_\_  
Mark S. Tisa, Director

Date: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Mark S. Tisa, proved to me through satisfactory evidence of identification, which was one of the following (check applicable box): ☐ a driver's license; ☐ a valid passport; ☐ personally known to be the person whose name is signed on the preceding or attached document; or ☐ other \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Director of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

\_\_\_\_\_  
Notary Public  
My commission expires:



## **EXHIBIT A**

### Legal Description of Premises

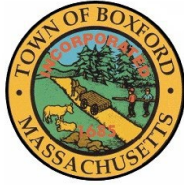
That certain land off Willow Road in the Town of Boxford, MA, shown as "Conservation Restriction Area 1" (also shown as "CRA 1") comprising 3,757,270 sq. ft. (86.2551 acres), and "CRA 2" comprising 197,936 sq. ft. (4.5440 acres), on that certain plan entitled: "Amended Conservation Restriction Plan Located in Boxford, Mass. Prepared for Toll Northeast V Corp.," by The Morin-Cameron Group, Inc., dated October 31, 2022, recorded with the Essex (South) Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_.

## **EXHIBIT B**

Proposed Open Space Figure dated July 20, 2021 (reduced copy)

**EXHIBIT C**

Conservation Restriction Plan (reduced copy)



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

**DATE:** Friday, December 16, 2022

**TO:** Select Board

**FROM:** Matt Coogan, Town Administrator

**RE: ARPA Funds for Reuse Feasibility Study, 4 Middleton Road and 188 Washington Street**

Included in the agenda packet is an expanded scope of services from Studio LUZ Architects (SLA) to study the potential reuse of both 4 Middleton Road and 188 Washington Street. SLA was the consultant chosen by MassDevelopment to work with the Town through their Real Estate Technical Assistance Grant Program. Boxford applied for this grant back in June to provide the Town support to determine the future use of 4 Middleton Road, which will be vacant in the coming weeks as the COA moves across the street to its new home at the Center at 10 Elm. The Select Board recently appointment members to the new Adaptive Reuse of Buildings Advisory (ARBA) Committee to consider the future use of not only 4 Middleton Rd, but also 188 Washington Street, which has been used by the Town as storage since the West Boxford Library closed. The expanded scope would help the committee consider options for both facilities, and it includes several opportunities for public participation.

SLA's proposed fee is \$35,000, of which \$25,000 is covered through the grant award. I propose the Select Board appropriate \$10,000 of the town's ARPA funds to cover the remaining cost. There is about \$525,000 of unprogrammed ARPA funds from the spending plan the Board approved last fall. The Select Board has the authority to appropriate ARPA funds.

The Board could vote to appropriate funding on Monday night, as well as authorize the Chair to execute all contracts with SLA and MassDevelopment. SLA is prepared to begin meeting with the ARBA Committee in January.



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ARCHITECTS





ARCHITECTS

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# LIMITED DESIGN SERVICE CONTRACT

**MassDevelopment- Transformative Development Initiative; 4 Middleton Rd, Boxford, Technical Assistance**

**CLIENT:** MassDevelopment: Nathaniel Thomas

**ARCHITECTURAL CONSULTANT:** Studio Luz Architects

**DATE:** December 13, 2022

**DURATION:** 3.5 months. The project is expected to be completed 03/17/23.

## BACKGROUND

The Town of Boxford and MassDevelopment have come together to create a new vision for two surplus properties located at 4 Middleton Road and 188 Washington Street that will benefit the surrounding Boxford community. This new vision for 4 Middleton Road and 188 Washington Street will be based off community input, market analysis and the programmatic needs of the town, defining the future programming and connecting the vision to the Boxford Town Facility master plan and Town Meeting cycle. The Town of Boxford and MassDevelopment requested design assistance from Studio Luz to further support the community engagement/ outreach process and reprogramming of 4 Middleton Road and 188 Washington Street.

## STUDIO LUZ ARCHITECTS

Studio Luz Architects was engaged for architectural assistance in November 2022 to help evaluate future programming for the property and the resultant architectural needs of the space.

## ECONOMIC CONSULTANT: Engaged by Studio Luz Architects

Engaged by Studio Luz Architects, the Economic consultant will provide existing market analysis of the context to understand existing gaps in community services and amenities as well as consider future uses by the municipality, potential benefits of disposing of the property, as well as market- analysis and approximate valuation with commercial real estate brokers.

## MassDevelopment & Town of Boxford

The Town of Boxford's vision is to create an economically viable plan for the future of 4 Middleton Road and 188 Washington Street. The town's preliminary goals for the project are to explore opportunities related to program and ownership opportunities for the property through market analysis, community engagement, and reprogramming of the property into a renewed asset for the community.

## SITES:

4 Middleton Road is located in the Boxford Village Historic District, located between Middleton Road and Elm Street, with the original front entry facing Elm Street. The 3000 SF Community Center at 4 Middleton Road was built around 1890 and is the original town hall of Boxford, having served several municipal functions over time. The building is located across Elm Street from the historic Cummings House, to the north of the Boxford East Village general store and to the south of the intersection of Middleton Road and Elm Street. The new Council of Aging was relocated to the development at 10 Elm which provides 5000SF of program space.

188 Washington Street is a 2500 SF Facility that is located across Washington Street from Paisley's. This is a single story brick building with parking in the front accessed from Washington Street that has an unfinished, raised basement that is an additional 2500 SF. This was at one time the West Boxford Library.



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## LIMITED DESIGN SERVICE CONTRACT

**SCOPE:** The planning studies for 4 Middleton Road and 188 Washington Street will utilize market analysis conducted by the Economic Consultant, community outreach and engagement targeting residents and key stakeholders, and feedback from the Town Of Boxford Facilities Master Plan Report to identify future programming and architectural needs of the space. The scope includes a new vision for reprogramming the properties for potential use as assets for community activity or affordable housing with architectural improvements that can support the new programmatic requirements (such as interior spatial reconfigurations or a new elevator). The study will provide community engagement sessions, conceptual design schemes that incorporate the recommended programming, and a final report for the Town of Boxford.

## LIMITED DESIGN SERVICE CONTRACT

December 13, 2022

MassDevelopment will hire Studio Luz Architects to perform architectural visioning services for the Town of Boxford. Studio Luz Architects will explore potential programming scenarios for 4 Middleton Road and architectural plans showing the necessary improvements to support those new programs. Studio Luz Architects plans to provide the following services at the following amounts.

**DURATION:** 3.5 months. The project is expected to be completed 03/17/23.

### CLIENT:

MassDevelopment: Nathaniel Thomas

Town of Boxford: Matt Coogan, Brendan Sweeney & Barbara Jessel

### PROJECT MANAGEMENT:

Hansy Better Barraza, Principal of Studio Luz Architects, has extensive experience with place making and community engagement working with a mix portfolio of commercial, institutional and residential projects serving racially diverse neighborhoods.

### ORDER SCOPE OF WORK:

The goal is to develop consensus of future use for 4 Middleton Street and 188 Washington Street and produce comprehensive documentation of programming scenarios to inform a subsequent RFP for the redevelopment of the property for the new proposed use. Depending on the future use of the property the goal would include identifying nonprofit or for profit entities as potential partner with the Town to use the building.

#### Task 1 (1.5 months): General Due Diligence – Studio Luz /Economic Consultant

Studio Luz will collect and evaluate community feedback to develop potential programming scenarios for 4 Middleton Road and 188 Washington Street. Engagement sessions (1 onsite meetings and 1 remote session) are to be included to incorporate stakeholder, resident and town departments' feedback. This will also include an existing market analysis of the context to understand existing gaps in community services and amenities as well as include future uses by the municipality, affordable housing, potential benefits of disposing of the property, feasibility of use for affordable housing, as well as market- analysis and approximate valuation with commercial real estate brokers. Based on engagement sessions and site analysis, Studio Luz will provide an overview of possible programming scenarios for the site, existing site constraints and challenges, and an analysis of the surrounding context.

*Studio Luz Deliverables:* Site analysis including existing market analysis (by Economic Consultant) potential programming scenarios, and 3 community engagement sessions (1 onsite meeting and 2 remote session)

*Duration:* December 2022 - Mid January 2023- 1.5 months

#### Task 2 (2 months): Project Plan- Program Development and Visioning Documentation – Studio Luz / Economic Consultant/

Based on the initial site analysis and community feedback, Studio Luz will provide the town with conceptual design schemes that incorporate the preferred programming. The conceptual

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## LIMITED DESIGN SERVICE CONTRACT

schemes by SLA will provide the town with a visioning document in order for the city to proceed with issuing an RFP for a space operator for the buildings.

Design schemes will offer options for layouts and corresponding upgrades required to reposition the buildings as 21st century assets. SLA will coordinate engineering feedback offered by the Town into the schemes. Engineering services are not included in this work order but SLA will provide in the final report what architectural and engineering services will be needed to further the development of the project. Given the strong community interest in the preservation of historic structures and community green spaces including the outdoor space at the corner of the 4 Middlesex Road Site, creative strategies for both are welcome.

For each design scheme Studio Luz will produce program use diagrams and possible plan configurations. Studio Luz will develop plan drawings for the implementation of the chosen program. Studio Luz will produce a summary of the plan and recommendations for potential next steps that can be presented to the steering committee, stakeholders, and the public as part of the town meeting cycle. The final report in narrative and visual form delivered as a .pdf document will depict uses for the building and will include steps for selecting a community partner the design supports.

*Studio Luz Deliverables:* Program development, program and infrastructural diagrams, and plan drawings. One (1) Public Meeting to present design ideas publicly. Project vision will be assembled in a PDF presentation.

*Duration:* Mid-January 2023 – Mid-March 2023 - 2 months

### Task 3: Final Report Delivery – Studio Luz / Economic Consultant

*Studio Luz Deliverables:* Project vision will be assembled in a PDF document and a memo stating the summary of the plan and potential next steps including any identified at the Public Meeting.

*Duration:* Mid-March 2023

### ORDER AMOUNT:

We propose a total fee for the above work *not to exceed \$35,000*. Breakdown of hours and fee schedule is noted below.

22020	4 Middleton Road and 188 Washington St - Boxford: TDI Technical Assistance		
	Scope: The planning study for 4 Middleton Road and 188 Washington St. will utilize market analysis conducted by the Economic Consultant, community outreach and engagement targeting residents and key stakeholders, and feedback from the Town Of Boxford Facilities Master Plan Report to identify future programming and architectural needs of the space. The scope includes a new vision for reprogramming the properties into vibrant assets for community activity with architectural improvements that can support the new programmatic requirements (such as interior spatial reconfiguration or a new elevator). The study will provide community engagement sessions, conceptual design schemes that incorporate the recommended programming, and a final report for the Town of Boxford.	Architectural Fee	
		\$	25,000
STUDIO LUZ ARCHITECTS	Task Description:	% of Fee	Fee/Service
	4 Middleton Road Task 01 - General Due Diligence:	35%	\$ 7,000
	4 Middleton Road Task 02 - Program Development and Visioning Documentation	55%	\$ 11,000
	4 Middleton Road Task 03 - Final Report Delivery:	10%	\$ 2,000
	188 Washington Task 01 - General Due Diligence*	35%	\$ 1,750
	188 Washington Task 02 - Program Development and Visioning Documentation *	55%	\$ 2,750
	188 Washington Task 03 - Final Report Delivery *	10%	\$ 500
	* Fees for 188 Washington Street Study are to be covered by additional funding from the Town of Boxford		

## LIMITED DESIGN SERVICE CONTRACT

			Consultant Fee
			\$ 10,000
	Economic Consultant: RKG Associates		Fee/Service
	Market Study- High Level Market Analysis (including housing)**		\$ 10,000
	**Fees for market study exceeding grant amount to be supplemented by additional funding from Town of Boxford		

## Studio Luz Architects Time Charge Rates for 2022 are as follows:

- Principals in Charge \$260 / hour
- Senior Project Manager \$200 / hour
- Project Manager \$180 / hour
- Project Architect \$150/ hour
- Project Design / Drafter \$100 / hour
- Administrative \$140 / hour

## Reimbursable Expenses:

Compensation for SLA's Services does not include reimbursable expenses for the project. For projects of a similar scope, the Client can budget \$200-\$500 depending on the quantity of print outs and materials for community engagement workshops. SLA will request approval in advance for all printing and materials purchased for workshops.



ARCHITECTS

67 POPLAR STREET

BOSTON MASSACHUSETTS

02131

T 617.423.2724

F 617.670.0689

W STUDIOLUZ.NET

W STUDIOLUZ.NET

# LIMITED DESIGN SERVICE CONTRACT

## GENERAL TERMS AND CONDITIONS

SLA's services shall be provided subject to the "Terms and Conditions" set forth in **Attachment A**, which terms and conditions are hereby incorporated by reference and made part of this Agreement. Please sign and return a copy of this agreement indicating your acceptance. Invoices for services and reimbursable expenses (including consultants) will be rendered as the work progresses. Payments are due within 30 days.

## SIGNATURES OF AGREEMENT –

Signature for Client

Accepted BY: \_\_\_\_\_  
IT'S: \_\_\_\_\_  
DATE: \_\_\_\_\_

Signature for Studio Luz Architects, Ltd.(SLA)

BY: \_\_\_\_\_  
IT'S: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Attachment A

### STUDIO LUZ ARCHITECTS LTD'S (SLA) RESPONSIBILITIES

- .1 SLA shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. SLA shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- .2 SLA shall identify a representative authorized to act on behalf of SLA with respect to the project.

### SCOPE OF ARCHITECT'S BASIC SERVICES

- .1 SLA shall manage SLA's services, consult with the Client, research applicable design criteria, attend project meetings, communicate with members of the Project team and report progress to the Client.
- .2 SLA shall coordinate its services with those services provided by the Client and the Client's consultants. SLA shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants. SLA shall provide prompt written notice to the Client if SLA becomes aware of any error, omission or inconsistency in such services or information.
- .3 SLA shall not be responsible for aClient's directive or substitution made without SLA's approval.
- .4 SLA shall submit for the Client's review a schedule for the performance of SLA's services. The dates contained in the schedule are estimates. They are not guaranteed, because they are based on assumptions that may change during the course of the Project. With the Client's approval, SLA shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.
- .5 SLA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services for the Project. In designing the Project, SLA shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- .6 SLA shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### PROGRAMMING PHASE / PRESCHMATIC

- .1 SLA shall manage and administer the Programming Services. SLA shall consult with the Client, research applicable programming criteria, attend project meetings, communicate with members of project team and issue progress reports and a final program document. SLA shall coordinate the services provided by SLA and SLA's consultants with those services provided by the Client and Client's consultants.
- .2 SLA shall meet with the Client to confirm and finalize the Client's and user's priorities, values, and goals that will

## 2022 TERMS AND CONDITIONS

impact the project. SLA shall confirm the scope and intent of the anticipated Project in consultation with the Client.

.3 SLA shall submit programming documents to the Client for evaluation and approval at intervals appropriate to the process. SLA shall be entitled to rely on approvals received by the Client to complete the Programming Services and in the further development of the Project.

.4 SLA shall recommend Project standards or incorporate Client standards such as allowances, travel distances, and furniture and equipment requirements. SLA shall establish general space quality standards for the project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

.5 SLA shall determine specific space requirements for the Project by:

- a. Identifying required spaces,
- b. Establishing sizes and relationships,
- c. Establishing space efficiency factors,
- d. Documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

.6 SLA shall prepare a final program document incorporating written and graphic materials that may include:

- a. An executive summary
- b. Values and goals statement
- c. Relationship diagrams
- d. Flow diagrams
- e. Space allocations and relationships
- f. Space listings by function and size, and
- g. Space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

### ADDITIONAL SERVICES &

### AMENDMENTS TO THIS AGREEMENT

.1 Additional Services listed below are not included in the Basic Services but may be required for the Project. SLA shall provide the listed Additional Services only if specifically designated as SLA's responsibility in writing, and the Client shall compensate SLA for these services as indicated under Compensation.

- a. Surveys
- b. Design Services beyond the Programming/ Pre-Schematic Phase
- c. Investigation and Evaluation Reports
- d. Site Evaluation and Planning
- e. Building Information Modeling
- f. Civil Engineering
- g. Landscape Design
- h. Detailed Cost Estimating
- i. On-Site project representation
- j. As-constructed or As-built record drawings
- k. Coordination of Client's consultants
- l. Additional presentations to Authorities having jurisdiction over the work beyond what is outlined in the agreement.
- m. Telecommunications/date design

- n. Security Evaluation and Planning
- o. Commissioning
- p. Extensive environmental responsible design
- q. LEED Certification
- r. Fast-track design services
- s. Furniture, Finishings, and Equipment (FF&E) Design
- t. Selection and Procurement of FF&E

- .2 Additional Services not covered by this Agreement include, among others, additional project representation, revisions due to changes in the scope, quality or budget, and will be compensated for as additional fees based on SLA's hourly rates. SLA will notify the Client and obtain approval in writing from the Client before engaging in any Additional Services that change the scope of this Agreement.
- .3 Additional Services may be provided after the execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of SLA, any Additional Services provided shall entitle SLA to compensation and an appropriate adjustment in SLA's schedule.

#### CLIENT'S RESPONSIBILITIES

- .1 Unless otherwise provided for under this Agreement, the Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set for the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- .2 The Client shall establish and periodically update the Client's budget for the Project, including (1) the budget for the Cost of the Work, (2) the Client's other costs; and (3) reasonable contingencies related to all of these costs. If the Client significantly increases or decreases the Client's budget for the Cost of the Work, the Client shall notify SLA. The Client and SLA shall thereafter agree to a corresponding change in the Project's scope and quality.
- .3 The Client shall furnish surveys, prepared by a licensed surveyor, to describe the physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
- .4 If requested by SLA and appropriate for the Project scope, the Client shall furnish services of a geotechnical engineer, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- .5 The Client shall coordinate the services of its own consultants with those services provided by SLA. The Client shall furnish the services of consultants other than those designated in this Agreement, or authorize SLA to furnish them as an Additional Service, when SLA requests such services and demonstrates that they are

reasonably required by the scope of the Project. The Client shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

- .6 The Client shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- .7 The Client shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Client's needs and interests.
- .8 The Client shall review and become generally familiar with the Construction Documents and Project Specifications. The Client shall provide prompt written notice to SLA if the Client becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the SLA's Instruments of Service.
- .9 The Client will be responsible for final approval of all Furnishings, Fixtures, Equipment, (FF&E) Finish Materials and Paint Colors unless specified otherwise. SLA will provide supporting documentation to assist the Client in the selection of appropriate FF& E items.

#### COST OF THE WORK

- .1 For the purposes of this Agreement, the Cost of the Work shall be the total cost to the Client to construct all the elements of the Project designed or specified by SLA and shall include the contractor's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of SLA, the costs of the land, rights-of-way, financing, contingencies for the changes in the Work or other costs that are the responsibility of the Client.
- .2 The Client's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under the Client's responsibilities, and Evaluation of the Client's budget for the Cost of the Work. Estimates prepared by SLA for the Cost of the Work represent SLA's judgment as design professionals. It is recognized, however, that neither SLA nor the Client has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, SLA cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by SLA.

#### COPYRIGHTS AND LICENSES

- .1 Drawings, specifications and other documents, including those in electronic form, prepared by SLA are Instruments of Service for use solely with respect to this project. SLA and SLA's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Services to meet official regulatory requirements or for similar purposes

in connection with the Project is not to be construed as publication in derogation of the reserved rights of SLA and SLA's consultants.

- .2 Upon execution of this Agreement, SLA grants to the Client a nonexclusive license to retain, distribute and use copies of the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for the use in performing services or construction of the Project. If SLA rightfully terminates this agreement for cause as provide under Termination and Suspension, the license granted in this section shall terminate.
- .3 Except for licenses granted in this section, Copyrights and Licenses, no other license or right shall be deemed granted or implied under this agreement. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SLA. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to SLA or SLA's consultants.

#### CLAIMS AND DISPUTES

- .1 The Client and SLA shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
- .2 It is expressly understood that SLA is a Massachusetts corporation and Client agrees to look solely to the assets of the corporation for recovery of any judgment against SLA, it being expressly understood that no officer, director, shareholder, partner, employee or agent of SLA will be personally liable for any negligent acts, errors or omissions or breach of SLA's obligations under this Agreement.
- .3 Any claims or disputes made during design, construction, or post-construction between the Client and SLA must be submitted to non-binding mediation, prior to the institution of litigation. The cost of mediation shall be shared equally by the parties hereto. In the event mediation is unsuccessful, any claims arising out of this Agreement shall be brought in the State of Massachusetts. The Client and SLA hereby waive their rights to a trial by Jury.
- .4 In no event, shall either the Client or SLA be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits,

incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

- .5 The Client and SLA waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided for under Termination and Suspension.

#### LIMITATION OF LIABILITY

- .1 SLA makes no guarantees or warranties and, specifically, no representation or warranty of merchantability, nor will we warrant that any party will approve or consent SLA's opinions. In addition, the Client hereby agree to limit our liability to the Client with respect to all services relating to this Agreement, due to any negligent acts, errors, or omissions by us, such that the total aggregate liability of SLA will not exceed \$50,000 (Fifty Thousand Dollars) or the amount actually paid to SLA, whichever is greater.
- .2 Since it would be unfair for SLA to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed SLA not to perform, the Client hereby waives all claims against SLA and agrees to defend, indemnify and hold SLA harmless from claims or liability for injury or loss allegedly arising from SLA's failure to perform a service that the Client has either refused to authorize or has instructed SLA not to perform.

#### TERMINATION OR SUSPENSION

- .1 In the event of termination, suspension or abandonment of the project, SLA shall be equitably compensated for services performed. If or when the Project is resumed, SLA shall be compensated for expenses incurred in the interruption and resumption of SLA's services. SLA's fees for the remaining services and the time schedules shall be equitable adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of SLA, then SLA may terminate this Agreement by giving not less than seven days' written notice.
- .2 Failure of the Client to make payments to SLA in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SLA to either suspend or terminate services. If SLA elects to suspend services, then SLA shall give seven days' written notice to the Client before suspension of services, SLA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, SLA shall be paid all sums due prior to suspension and any expense incurred in the interruption and resumption of SLA's services. SLA's fees for the remaining services and the time schedules shall be equitable adjusted.



- .3 Either the party may terminate this Agreement after giving no less than seven days' written notice should the other party substantially fail to perform in accordance with the terms of this Agreement. Either SLA or the Client may terminate this Agreement upon not less than seven days' written notice for mutual convenience and without cause.
- .4 Termination Expenses are in addition to compensation for SLA's services and include expenses directly attributable to termination for which SLA is not otherwise compensated, plus an amount for SLA's anticipated profit on the value of the services not performed by SLA.
- .5 The Client's rights to use SLA's Instruments of Service in the event of a termination of this Agreement are set under the section Copyrights and Licenses.

#### PROFESSIONAL PORTFOLIO

- .1 SLA shall have the right to include photographic or artistic representations of the design of the Project among SLA's promotional and professional materials. SLA shall be given reasonable access to the completed Project to make such representations. However, SLA's materials shall not include the Client's confidential or proprietary information if the Clients have previously advised SLA in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for SLA where such credit is appropriate in regards to the Project.

#### PAYMENTS

- .1 An Initial Payment as noted in Compensation shall be made upon execution of this Agreement and is the minimum payment under this Agreement. The Initial Payment is non-refundable and will be credited to the Client's account.
- .2 Unless otherwise agreed, payments for services should be monthly in proportion to services performed. Payments are due and payable upon presentation of SLA's invoice. Amounts unpaid within 30 days of the invoice date will be considered late and subject to a late fee of 15% of the outstanding balance.
- .3 The Client shall not withhold amounts from SLA's compensation to impose a penalty or liquidated damages on SLA, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless SLA agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

#### REIMBURSABLE EXPENSES

- .1 Reimbursable Expenses are in addition to compensation for the SLA's services and include expenses incurred by the SLA and SLA's employees and consultants directly related to the Project, as identified in the following Clauses:

- a. Fees paid on behalf of the Client for securing approval of authorities having jurisdiction over the Project.

- b. Out of Town transportation in connection with the Project. Parking fees. Mileage will be charged at the IRS approved rates.
- c. Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service.
- d. Costs incurred by the Architect for legal counsel to review proposed consents, certificates or certifications.

#### STANDARD SCHEDULE OF IN-HOUSE PRINTING & PLOTTING CHARGES\*

Drawing Size	Bond	Color
8½" x 11"	\$0.33	\$1.30
11" x 17"	\$0.66	\$2.58
24" x 36"	\$3.06	\$15.00

(\*Printing sizes not listed here will be outsourced and SLA will present receipts to the Client for reimbursement.)

- e. Renderings, Models, Mock-ups, Professional Photography, and Presentation Materials requested by the Client.
- f. SLA's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Client requests such insurance in excess of that normally carried by SLA's consultants.
- g. SLA's Consultant's Fees directly related to the Project.
- h. Other similar direct Project-related expenditures if authorized in advance by the Client.
- .2 Reimbursable expenses will be itemized in each invoice and due with invoice payment. For Reimbursable Expenses as described above the compensation shall be computed as a multiple of one and one tenth (1.10) times the expenses incurred by SLA, and SLA's employees and consultants.
- .3 Any singular Reimbursable Expenses anticipated by SLA to be in excess of \$500 will be approved in advance, in writing by the Client.

### **Proposal Letter**

**TO:** Sophie Nahrman, Project Manager  
Studio Luz Architects  
10 Dorrance Street, Suite 700  
Providence, RI 02903

**FROM:** Eric Halvorsen, AICP, Vice President and Principal

**DATE:** December 13, 2022

**SUBJECT:** Market Assessment – 4 Middleton Road, Boxford, MA

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Thank you for reaching out to RKG Associates regarding your need for a high-level market assessment of potential demand for commercial uses for two town-owned buildings located at 4 Middleton Road, and 188 Washington Street in Boxford, Massachusetts. As RKG understands, the Town is hoping to identify potential options for reusing two currently vacant buildings; a 3,000 square foot building in the historic district and a 2,500 square foot building on Washington Street. RKG's role in the project would be to provide Studio Luz and the Client with a high-level assessment of commercial and retail market demand based on changes in employment and household spending/leakage in the retail and food services sectors.

The following is a scope of services to assist Studio Luz and the Client with this effort:

- a. RKG will undertake a commercial market assessment that quantifies the supply and demand for office users that might be appropriate for the buildings. This analysis will include a review of employment changes in office-related industry sectors in Boxford and the surrounding region.
- b. RKG will conduct a retail gap analysis for Boxford to identify any potential leakage of household spending that could be recaptured to support a retail or food-related use in the buildings.
- c. RKG will conduct a high-level assessment of demographic, household, and housing changes to identify potential opportunities for adding housing supply in Boxford. This could include market rate or affordable housing options.
- d. Based on the findings from the market assessment, RKG will work with Studio Luz to develop a "short-list" of potential commercial options for the buildings. The findings from the market assessment will be described in a brief PowerPoint presentation and delivered to Studio Luz and the Client.



RKG will undertake these tasks for the following fees:

- Market Assessment - \$10,000
- If any meetings are required throughout this process, those will be billed at an hourly rate of \$205/hour.

If the scope and fee are acceptable, please have a representative from Studio Luz sign below and return a copy to me via email.

Thank you and we look forward to working with you on this project.



Eric Halvorsen, AICP  
RKG Associates, Inc.



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Approved

Studio Liz Architects, Ltd.

---

Signature

---

Please print name and title

---

Date

RKG Associates, Inc.  
76 Canal Street, Suite 401  
Boston, MA 02114



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Signature

Eric Halvorsen, Vice President & Principal  
Please print name and title

November 21, 2022  
Date



STU  
DIO  
LUZ

ARCHITECTS

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99 High Street  
Boston, MA 02110

Main: 617-330-2000  
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massdevelopment.com

*Via Electronic Mail*

October 17, 2022

Matt Coogan  
Town of Boxford  
7A Spofford Road  
Boxford, MA 01921

**RE:** Application: FULL-FY23-Boxford-Boxford-00994

Dear Mr. Coogan:

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from the Town of Boxford was reviewed by the program(s) that could best serve the project's funding needs.

Charles D. Baker  
*Governor*

On behalf of Governor Charlie Baker, Lt. Governor Karyn Polito and the Chair of our Board of Directors, Secretary Mike Kennealy, I am pleased to inform you that a grant in the amount of \$25,000 from the Real Estate Services Technical Assistance Program has been approved to support your project.

Karyn E. Polito  
*Lieutenant Governor*

Mike Kennealy  
*Secretary of Housing &  
Economic Development*  
*Chairman*

The next step is to work with our Real Estate Planning Department to create the scope for your project. A representative from this department will contact you to start the process. At this time, any deviations from funding requested in your application will be discussed. The scoping process will identify the House Doctor consultant(s) that are appropriate for your project and they together with our Planning Department will assist your community.

Dan Rivera  
*President and CEO*

To obtain this Technical Assistance, the Town must enter a Memorandum of Agreement (MOA) with MassDevelopment. To learn the terms of your agreement with MassDevelopment, please read the enclosed template MOA. The specifics of this document will be identified during the scoping process. Once agreed upon, the Town and MassDevelopment will sign the MOA to effectuate the project's scope, schedule, and budget.

If you have questions, please do not hesitate to contact Ben Murphy, Real Estate Services Program Manager at [bwmurphy@massdevelopment.com](mailto:bwmurphy@massdevelopment.com) or (857) 300-3223.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Sincerely,

A blue ink signature of Dan Rivera, consisting of a stylized 'D' and 'R' followed by a horizontal line.

Dan Rivera  
President & CEO

Enclosure – Template Memorandum of Agreement

## MEMORANDUM OF AGREEMENT TEMPLATE DOCUMENT

This Memorandum of Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and [NAME OF MUNICIPALITY], a Massachusetts municipal corporation having its principal place of business at [Street, Municipality, State Zip], (the “Municipality”). MassDevelopment and the Municipality may be individually referred to as a “Party” and collectively referred to as the “Parties.”

### RECITALS

WHEREAS, the Board of Directors of MassDevelopment have identified certain strategic initiatives for which MassDevelopment shall expend internal staff and financial resources to advance; and

WHEREAS, one strategic initiative concerns the provision of planning and other economic development services to selected Municipalities of the Commonwealth of Massachusetts; and

WHEREAS, MassDevelopment has adopted a set of criteria to apply in determining whether to assist a community with its planning and/or economic development efforts, which include the ability to:

- Attract or retain jobs,
- Create housing opportunities,
- Result in the redevelopment of urban, blighted, and/or surplus public property,
- Help economically disadvantaged communities,
- Advance smart growth,
- Advance planning and pre-development activities to a point where the private sector is compelled to invest in the project area; and

WHEREAS, MassDevelopment has determined that the Municipality’s efforts to advance job creation and economic development in the Municipality would benefit from certain planning and/or economic development services from MassDevelopment; and

WHEREAS, MassDevelopment has determined [LIST OF ELIGIBILITY CRITERIA]; and

WHEREAS, this Agreement is entered into for the purpose of assisting the Municipality in [PROJECT DESCRIPTION] to promote job creation and economic development (the “Project”) within the Municipality at [ADDRESS](the “Site”); and

WHEREAS, the Municipality and MassDevelopment agree that MassDevelopment may provide certain services in connection with the Project as further described in **Exhibit A** attached

hereto and incorporated herein (the “Services”); and

WHEREAS, the Municipality and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both Parties.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

## **TERMS**

1. Mutual Obligations. The Parties agree and acknowledge the following:

(a) Neither MassDevelopment nor the Municipality can guarantee any particular outcome regarding the Services, the Site, the Project, or the future related-municipal actions concerning the Site. This Agreement and the conditions and terms set forth herein are strictly preliminary in nature. Nonetheless, the obligations hereunder shall be performed diligently, reasonably, and in good faith.

(b) The Services shall be performed in a timely and expeditious manner, with a goal of completion by **[DATE]**. However, failure to meet this deadline shall not subject either of the Parties to damages under this Agreement, and shall not constitute an Event of Default (defined below).

(c) The Services may be modified, but only with the prior written consent of both Parties. MassDevelopment may withhold consent to such modification in its sole and absolute discretion.

2. MassDevelopment Obligations.

(a) MassDevelopment shall contribute, toward completion of the Services, funds not to exceed **[DOLLAR AMOUNT]** (the “MassDevelopment Funds”), which shall be provided pursuant to Section 5 below.

(b) MassDevelopment, with prior approval from the Municipality, shall retain consultants to implement the Services, which include, but are not limited to the consultants referenced in **Exhibit A** (the “Consultant Team”). Additionally, MassDevelopment shall manage and oversee the performance of the Consultant Team. MassDevelopment will make good-faith efforts to attend any materially important meetings or Site visits with the Municipality and the Consultant Team.

3. Municipality Obligations.

(a) With respect to the Project, the Municipality shall cooperate with MassDevelopment and the Consultant Team, including, without limitation, providing access to information, access to the Site, and facilitating meetings with Municipality officials and

stakeholder community groups as needed.

(b) The Municipality shall provide reasonable in-kind services related to the Services, including staff time, organization of public meetings, and a location in which to hold said public meetings.

(c) The Municipality shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services, MassDevelopment's oversight of the Consultant Team, and any other requirements reasonably related to the Project. The Municipality shall promptly review and comment upon the Consultant Team's work product upon request by MassDevelopment or the Consultant Team. The Municipality shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person") who shall be responsible for: (1) providing any and all assistance as may be reasonably required; (2) providing access to the Site; (3) providing Project-related documentation, regardless of form, and any other information reasonably requested; (4) attendance, facilitation, and sponsorship of meetings, hearings, and other such events as may be reasonably requested, including, without limitation, any necessary advertising and coordination of meetings; (5) working with, and seeking the cooperation of, private-property owners; (6) working with third-party consultants or other parties providing the Services or other services pursuant to this Agreement; and (7) promptly reviewing and commenting on any Project-related deliverables, as may be reasonably necessary. Notwithstanding anything to the contrary in the foregoing sentence, those records which are voluminous may be made available to the Consultant Team in the Municipality's offices during normal business hours.

The Point Person for the Municipality shall be [NAME, TITLE]. The Municipality may change its Point Person by giving MassDevelopment prior notice thereof; such notice shall be in writing and shall be deemed given when delivered by hand or when received via overnight delivery by a recognized overnight delivery service with confirmation of delivery and shall be addressed to MassDevelopment pursuant to Section 13 below.

(d) The Municipality shall participate in Project-related education or training programs, which may be in on-line or webinar format ("Webinars"), at MassDevelopment's reasonable request. The Municipality shall make reasonable efforts to comply with the practices and methods described in the Webinars.

(e) Reporting.

**[IF SITE/BUILDING SPECIFIC PROJECT WITH REPAYMENT REQUIRED]**

For five (5) years from the Effective Date, or upon satisfaction of the repayment obligation set forth in Section 6 below, whichever is earlier, the Municipality shall provide annual update reports to MassDevelopment that include Site goals, updates, timelines, and Net Proceeds. The purpose of the update reports is to advise MassDevelopment of the status of the Site and the anticipated timeline for reimbursement of MassDevelopment Funds, as applicable. The annual reports are due on or before July 31 of each calendar year.

**[IF NO REPAYMENT REQUIRED]**

For five (5) years from the Effective Date, the Municipality shall provide annual update

reports to MassDevelopment that include Site goals, updates, and timelines. The purpose of the update reports is to advise MassDevelopment of the status of the Site. The annual reports are due on or before July 31 of each calendar year.

(f) **[NOT APPLICABLE IF REPAYMENT IS NOT REQUIRED.]** The Municipality shall be obligated to repay MassDevelopment for the aggregate amount of MassDevelopment Funds expended for the Project pursuant to Section 6 below.

4. Third-Party Contracts. In carrying out the performance of the Services, MassDevelopment may contract or subcontract with third parties, including the Consultant Team, in MassDevelopment's sole discretion and without the need to obtain prior approval from the Municipality, but consistent with any applicable procurement laws, rules, or regulations, for goods and services, planning, design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services. Unless otherwise agreed by the Municipality, the Municipality shall not have any liability under such contracts between MassDevelopment and third Parties.

5. Contribution of Costs.

(a) Both Parties shall contribute to the cost of the Services, as provided below.

(b) MassDevelopment shall contribute to the cost of the Services an amount not to exceed the MassDevelopment Funds, as defined above. In no event shall MassDevelopment be expected to contribute more than the MassDevelopment Funds. The participation in this Agreement by MassDevelopment does not include or imply any obligation for further action or additional contribution with respect to the Site, the Services, the Project, the Municipality or otherwise.

(c) The Municipality shall contribute an in-kind donation of staff time, as well as the hosting of stakeholder meetings, all related directly to the Site and/or Project. **[MUNICIPAL CONTRIBUTION OF FUNDS] Within sixty (60) days of the Effective Date, the Municipality shall pay to MassDevelopment [\_\_\_\_\_ Dollars (\$\_\_\_\_\_)] (the "Municipality Funds"), which shall be used by MassDevelopment to pay for a portion of the Services. If, upon completion of the Project, MassDevelopment has not spent the Municipality Funds on the Services, the remaining Municipality Funds shall be retained by MassDevelopment to be used for any purpose whatsoever, but shall be credited against any existing repayment obligation described in Section 6 below, and said credit shall be deemed a repayment in the amount of the remaining Municipality Funds made as of the date of the Project's completion.]**

(d) The MassDevelopment Funds shall be held by MassDevelopment and used to pay the Consultant Team for performance of the Services.

(e) Any and all MassDevelopment Funds remaining after the expiration of the Term (defined below) or termination of this Agreement shall be the sole property of MassDevelopment and shall in no event be deemed owed to the Municipality.



6. **Repayment of MassDevelopment Funds [APPLICABLE IF MASSDEVELOPMENT FUNDS BENEFIT A SPECIFIC SITE OR BUILDING]**

(a) *Repayment Obligation.* If the Site, or any portion thereof, is sold, conveyed, gifted, demised, ground leased, leased, otherwise transferred, or refinanced, and as a result, the Municipality receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, sale, conveyance, gift, demise, ground lease, or other transfer, or refinancing of the Site, or any portion of the Site (the “Net Proceeds”), then the Municipality shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the MassDevelopment Funds disbursed, plus an additional 10% of that amount for MassDevelopment staff time (the “Repayment Amount”), subject to the discount schedule described in subsection (b) below.

(b) *Discount Schedule.* The repayment obligation described in subsection (a) above shall be reduced if the Municipality causes the repayment in accordance with one of the below requirements:

(i) If the Municipality repays to MassDevelopment 25% of the Repayment Amount within one (1) year of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed satisfied.

(ii) If the Municipality repays to MassDevelopment 50% of the Repayment Amount within three (3) years of the Effective Date, the remainder of the Repayment Amount shall be forgiven and the repayment obligation shall be deemed fully satisfied.

(c) *Transaction Notice.* Not less than (30) business days before the Municipality’s sale, conveyance, gift, demise, ground lease, lease, or other transfer, or refinancing of the Site, or any portion thereof, the Municipality shall notify MassDevelopment in writing of the terms of the potential transaction, including, without limitation, the sale price or rental amount of the term of the lease, any transaction costs incurred since the Municipality’s most recent update report, as provided below, the amount of Net Proceeds estimated to be paid to MassDevelopment resulting from such transaction, and if applicable the schedule of payments for the Net Proceeds due to MassDevelopment pursuant to a lease.

(d) *Payment Timing.* At the closing of any sale, conveyance, gift, demise, ground lease, lease, other transfer, or refinancing of the Site, or any portion thereof, through which the Municipality receives Net Proceeds, the Municipality shall reimburse MassDevelopment the Repayment Amount via direct and prompt payment to MassDevelopment in the manner then-prescribed by MassDevelopment in writing. In the event the Municipality leases the Site, or any portion thereof, under which lease periodic payments are due to the Municipality over the term of the lease, the Municipality shall pay one-half of the rent received from each rent payment, via direct payment to MassDevelopment, in the manner then-prescribed by MassDevelopment in writing, within five (5) business days from the date the Municipality receives such rent payments, until the repayment obligation described in subsection (a) above has been fully satisfied.

(e) *Survival.* This Section 6 shall expire 30 years from the Effective Date, **but shall survive any earlier termination or expiration of this Agreement.**

7. Term; Delivery Date for Services. This Agreement shall commence upon the Effective Date and shall expire upon the earlier of completion of the Services or on [DATE], except for those provisions which explicitly or by their nature shall survive termination of the other provisions herein (the “Term”).

8. Ownership and Use of Materials. All materials produced by MassDevelopment or the Consultant Team, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Municipality for purposes related to the Project, as reasonably determined by MassDevelopment.

9. Compliance with Laws. In connection with this Agreement, each of the Municipality and MassDevelopment shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances and orders of any kind which are applicable to any performance under this Agreement.

10. MassDevelopment Liability. In no event shall MassDevelopment be held liable with respect to: (i) any contract entered into with a third party by the Municipality, whether relating to the subject matter of this Agreement or otherwise; (ii) any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement; or (iii) any work performed by any contractor or consultant as part of the Services provided under this Agreement.

11. Assignability. The Parties hereto shall not assign any rights or interests arising under this Agreement or make any person a third-party beneficiary of this Agreement, without obtaining, on each occasion, the prior written consent of the other Party, which consent may be withheld for any reason or for no reason, in such Party’s sole and absolute discretion.

12. Nature of Relationship. The parties acknowledge that MassDevelopment, as an independent contractor with the Municipality, is providing assistance solely for public purposes as set forth herein, and nothing herein shall create an agency relationship, partnership, joint venture, or other ownership relationship between MassDevelopment, any third-party contractor, or the Municipality. MassDevelopment’s participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment. Furthermore, the Parties understand and agree that the ultimate feasibility of the Project, or any other project arising out of this Agreement, or any other agreement, is not being guaranteed or assured by MassDevelopment.

13. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment:                      Massachusetts Development Finance Agency  
99 High Street, 11<sup>th</sup> Floor  
Boston, Massachusetts 02110  
ATTN: Executive Vice President—Real Estate

With a copy to:                              Massachusetts Development Finance Agency  
99 High Street, 11th Floor  
Boston, MA 02110  
ATTN: General Counsel

To the Municipality:                      [INSERT]

With a copy to:                              [INSERT]

Any Party may change any of its notification information for the purpose of this Section 13 by giving the other Party prior written notice thereof in accordance herewith.

14. Default and Termination. This Agreement may be terminated:

- (a) At any time, upon the mutual written agreement of the Parties.
- (b) At the option of either Party, for any reason or no reason, upon no less than sixty (60) days' written notice to the other Party.
- (c) By either Party, upon Default (defined below) of the other Party.
- (d) Definitions.
  - (i) “Default” means the failure to cure an Event of Default (defined below) after being given a Notice of Default (defined below) and the expiration of the Cure Period (defined below).
  - (ii) “Event of Default” means a Party’s failure to perform or observe any of its obligations under this Agreement, including but not limited to failing to provide the other Party with material information required to perform the Services.
  - (iii) “Notice of Default” means notice given from one Party to the other, setting forth in reasonable detail the Event of Default and identifying the applicable provisions of this Agreement. Upon being given such notice, the Party who sent the notice shall have no further obligation to the receiving Party, until and unless the Event of Default is cured, except for those obligations set forth in Section 6, above.

- (iv) “Cure Period” means thirty (30) days after a Notice of Default is given, or the additional time, if any, that is reasonably necessary to promptly and diligently cure such Event of Default.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment, its employees, directors, agents, contractors, subcontractors, invitees or guests, or on the part of the Municipality or any of its employees, agents, contractors, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement. This exculpation of personal liability is to be absolute and without exception.

16. Publicity. Each of the Parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project without the prior consent of the other Party. MassDevelopment may withhold such consent in its sole and absolute discretion.

17. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

18. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the Parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the Parties unless in writing and signed by MassDevelopment and the Municipality.

19. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the Parties hereto any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

20. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms.

21. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

22. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an

original thereof.

23. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the [*Municipal Official*] and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, the Parties agree to submit the dispute to mediation. Within forty five (45) days following the date on which the dispute was first identified, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$ 5,000, or (ii) the period for mediation exceeds the thirty (30) day period specified above, then either Party shall have the option to withdraw from all mediation proceedings without penalty, and the Parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the Parties' dispute is such that one or both Parties are likely to suffer irreparable harm, such Party or Parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.  
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

\_\_\_\_\_  
Agency Counsel

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and [MUNICIPALITY NAME]]*

This Memorandum of Agreement is hereby EXECUTED by the Parties hereto.

**[MUNICIPALITY NAME]**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page of Memorandum of Agreement between Massachusetts Development Finance Agency and [MUNICIPALITY NAME]]*

**EXHIBIT A**  
**SCOPE OF SERVICES**



An Act establishing the small repair grants trust in the town of Boxford.

SECTION 1. There shall be a municipal trust known as the Boxford Small Repair Grants Trust, herein referred to as the “trust,” to advance the public purpose of ensuring the maintenance of safe and sanitary housing for income-qualified residents of the town of Boxford who are 60 years of age or older or who have a permanent disability

SECTION 2. The purpose of the trust shall be to provide funds for the preservation of housing in the town of Boxford for the benefit of income-qualified Boxford residents through the Boxford Small Repair Grant Program, which shall provide financial assistance for the benefit of low and moderate income households in order to preserve existing housing units for health and safety purposes. The purpose of the grant program will be to enable income-qualified residents to continue to age in place and in their community through essential modifications to their homes, which shall serve the public interest and address a community need.

The trust shall be governed by a board of trustees in accordance with the authority granted by town meeting and shall dispense funds as grants as the board shall deem appropriate to carry out the purposes of the trust consistent with the policies adopted from time to time by the board.

SECTION 3. (a) -The board of trustees shall consist of 5 members to be appointed the select board of the town of Boxford, 1 of whom shall be a member of the select board, 1 of whom shall be from a resident of the ~~the general~~ town of Boxford ~~community~~, 1 of whom shall be a member of the town housing partnership committee, 1 of whom shall be a member of the Boxford council on aging and 1 of whom shall be the town administrator, or their designee. All

members of the board shall serve for 2-year overlapping terms, except the town administrator, or their designee.

Initially, appointments to the board of trustees shall be staggered terms, with 2 members serving for 1-year terms, and 2 members serving for 2-year terms. The members of the board shall serve without compensation, but shall be reimbursed by the trust for expenses incurred in the performance of the member's duties.

(b) Members of the board shall be sworn to the faithful performance of their official duties. A majority of the members shall constitute a quorum for the transaction of any business. The board shall elect from among its members a chair, vice-chair, clerk and other officers as it finds necessary and determine their duties.

(c) The original members of the board shall be appointed within 60 days following the effective date of this act. In the event of a vacancy on the board, a successor member shall be appointed by the select board to complete the unexpired term.

(d) Any member of the board of trustees may be removed by the select board.

(e) The board of trustees shall meet not less than twice a year and more often as determined necessary by the board.

(f) The board of trustees are hereby authorized to execute a declaration of trust governing the trust.

SECTION 4. (a) There shall be a trust fund to be known as the Boxford Small Repair Grants Trust Fund. The fund that shall be separate and apart from the General Fund of the town of Boxford.

(b) The town treasurer shall be the custodian of the trust fund consistent with section 46 of chapter 41 of the General Laws.

(c) The trust fund shall receive and hold all gifts and grants made to the trust fund as well as money appropriated by the town to the trust.

(d) Money in the trust fund shall be available for expenditure by the trust for the purposes set forth in this act, and subject to any restrictions contained in any gift or grant, without the need for further appropriation by town meeting.

SECTION 5. (a) The trust, by and through its board of trustees, may:

(i) ~~(i)~~ Disburse funds consistent with the requirements of this trust; provided, however, that the maximum amount that can be granted to any one applicant or residence is \$7,500;

(ii) ~~(ii)~~ Establish the grant program parameters such as the guidelines, limits, eligibility and residency requirements, eligible uses of funds and any other parameters that the trust deems necessary to ensure the objectives of the trust;

(iii) ~~a~~ Accept and receive money by gift, grant, contribution, bequest or transfer from any person, firm, corporation or other public or private entity or any other source; provided, however, that a record of any restrictions on any contribution to the trust shall be maintained;

(iv) ~~e~~ Execute, acknowledge and deliver contracts, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to a transaction in which the board engages for the accomplishment of the purposes of the trust; and

(v) ~~i~~ Issue policy goals and statements to serve as guidelines for the trust.

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(b) General revenues appropriated into the trust become trust property and may be expended without further appropriation. All money remaining in the trust at the end of a fiscal year, whether or not expended by the board within 1 year of the date the money was appropriated into the trust, shall remain trust property.

(c) The trust is a public employer, and the members of the board are public employees for the purposes of chapter 258 of the General Laws.

(d) The trust shall be deemed a municipal agency and the trustees special municipal employees for the purposes of the General Laws, including but not limited to, without limitation chapter 268A of the General Laws-.

(e) The trust is exempt from chapters 59 and 62 of the General Laws, and from any other general law concerning payments of taxes based upon or measured by property or income imposed by the commonwealth or a political subdivision of the commonwealth.

(f) The books and records of the trust shall be audited annually by an independent auditor in accordance with generally accepted accounting practices.

(g) The trust is a public body for the purposes of sections 18 to 25, inclusive, of ~~C~~chapter 30A of the General Laws.

(h) The trust is a board of the town for the purposes of chapters 30B and section 15A of chapter 40 of the General Laws; provided, however, that agreements and conveyances between the trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the town shall be exempt from said chapter 30B.

(i) The trust may act and do things necessary or convenient to carry out the purposes expressly granted in this act.

(j) The board of trustees shall be considered a town board subject to the by-laws of the town except as may be otherwise expressly provided in this act.

SECTION 6. The financial records of the trust shall be subject to control and oversight by the town except as may be otherwise expressly provided in this act.

SECTION 7. (a) The trust shall provide grants to residents of the town Boxford whose income is not greater than 100 per cent of the area median income, as defined by the department of housing and community development, and who are: (i) 60 years of age or older; provided, however, that if there the applicant is a couple, at least 1 resident of the couple-applicants shall be 60 years of age or older; or (ii) — of any age with a permanent disability; provided, however, that for the purposes of this section, “permanent disability” shall mean incapacity that will continue for an indefinite period which is likely never to end, even though recovery at some remote or unknown time is possible as defined by the commonwealth.

To be eligible, the resident must be the record owner of the house; or, if the house is in a trust, the resident must be a beneficiary of the trust and must give written authority to make the requested repairs to the residence.

(b) Any application submitted for grant funds shall be confidential, except to the extent required to be disclosed pursuant to section 10 of chapter 66 of the General Laws.

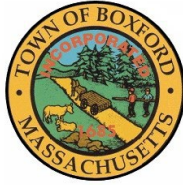
(c) The recipient of a grant shall execute a grant agreement in favor of the trust, which shall set forth the purpose for which the grant is awarded; and the terms and conditions

associated with the grant, including a requirement that in the event all or a portion of the funds are not used for the purposes consistent with this act, such funds shall be returned to the trust.

SECTION 8. ~~In the event that~~If the trust ~~should be~~is terminated, the remaining funds in the trust shall be returned to the town of Boxford and held by the select board for affordable housing purposes.

SECTION 9. This act, being necessary for the welfare of the commonwealth and the town of Boxford and its inhabitants, shall be liberally construed to affect its purposes.

SECTION 10. This act shall take effect upon its passage.<sup>2</sup>



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

**DATE:** November 9, 2022

**TO:** Select Board, Town Administrator Matt Coogan, and Department Heads

**FROM:** Brendan Sweeney, Assistant Town Administrator

**RE:** **October 19, 2022 All-Staff Meeting SOAR Analysis Summary**

At a recent all-staff meeting, Town staff participated in a "SOAR Analysis". **SOAR** stands for **S**trengths, **O**pportunities, **A**spirations, and **R**esults. The exercise consisted of asking a series of interrelated questions and soliciting anonymous responses from participants. For each component of SOAR, I've listed the questions and grouped the responses below by "summary phrases" used to describe the response. The actual responses themselves are listed in the appendices to this memo.

**Strengths**

- What is Boxford known for?
- What does the community you serve think the Town does well?
- What key resources give Boxford an advantage?

Strengths		
Natural Beauty	14	27%
Work Environment/Town Employees	13	25%
Town/Resident Character	6	12%
Town Management	6	12%
Public Safety	5	10%
Economic Factors	3	6%
Schools	3	6%
Communication	2	4%
<b>TOTAL</b>	<b>52</b>	

### Opportunities

- What are key areas of untapped potential for the Town?
- What opportunities exist to make the Town a better workplace?
- How can we build on the Town's strengths together?
- What community needs and wants could the Town address?
- What opportunities could lead to overall greater well-being of the Town residents and/or employees?

Opportunities		
Potential Management Improvements	11	26%
Pay Increases	8	19%
Improve Town Facilities/Buildings/Equipment	7	16%
Build/Improve Community Assets/Infrastructure	6	14%
Better Communication	4	9%
Technological Improvements	3	7%
Increased Efficiency	2	5%
Other	2	5%
<b>TOTAL</b>	<b>43</b>	

### Aspirations

- What is Boxford passionate about?
- What strategies and actions support your vision for the future of the Town and the community?
- What is your vision for the Town and the community that you serve?
- How can Town government be part of the solution to the needs and wants of the community?
- How can the Town as an employer be part of the solution to the needs and wants of its employees?

Aspirations		
Improved/Expanded Town Facilities/Buildings/Equipment	11	23%
Pay Increases	8	17%
More Resident Involvement/Inclusion	6	13%
Improved Management-Employee Relations	5	11%
Better Communication	5	11%
New Community Assets/Infrastructure	4	9%
Other	4	9%
Increased Funding	1	2%
Technological Improvements	1	2%
School System Improvements	1	2%
Maintain Town Character	1	2%
<b>TOTAL</b>	<b>47</b>	



## Results

- Consider the strengths, opportunities, and aspirations that you have identified; how will you measure whether or not the Town is moving in the right direction?
- What results do you want to see?
- How might the Town track the impact of changes that have taken place?

Results		
Pay Increases	12	27%
Regular Feedback/Communication	11	25%
Increased Employee Happiness	5	11%
Better Public Discourse	2	5%
School Improvements	2	5%
Improved/Expanded Town Facilities/Buildings/Equipment	2	5%
More Resident Involvement/Inclusion	2	5%
Other	2	5%
Improved Employee Retention	1	2%
Proactive Action by Town Leadership	1	2%
More Library Programming	1	2%
Employee/Department Recognition	1	2%
Increased Efficiency	1	2%
Improved Management-Employee Relations	1	2%
<b>TOTAL</b>	<b>44</b>	

## Appendix 1: Strengths

Summary Phrase	Comment
Communication	Transparency
Communication	Communication
Economic Factors	Strong, consistent housing market
Economic Factors	Managable tax burden
Economic Factors	Managing money
Natural Beauty	Rural and beautiful natural wildlife
Natural Beauty	Beautiful setting
Natural Beauty	Rural roads and beautiful natural resources that the Town preserves and maintains
Natural Beauty	Land conservation
Natural Beauty	Beautiful rural setting
Natural Beauty	Beautiful open space
Natural Beauty	Mix of suburban life and open space
Natural Beauty	A lot of outdoor space for residents to enjoy
Natural Beauty	Natural beauty (land and trails)
Natural Beauty	Known for scenic environment, trails, and peaceful surroundings
Natural Beauty	Trails, open space, playing fields
Natural Beauty	Open space, large lots, trees, trails, wildlife
Natural Beauty	State parks and trails
Natural Beauty	Open space, away from stress of city. Great outdoor resources
Public Safety	Relatively safe community
Public Safety	Swift allocation of resources in emergencies
Public Safety	Privacy and security
Public Safety	Low crime
Public Safety	Safe community
Schools	Academic reputation, Boxford students very well prepared for Masco
Schools	Town is known for good schools
Schools	Good school system
Town Management	Strong collaboration amongst department heads
Town Management	Recognition of employees in public spaces by friends and family
Town Management	Good leadership
Town Management	Town government has a good balance and provides quality services
Town Management	Responsive leadership in Communications and Police Departments
Town Management	Strong leaders
Town/Resident Character	Small town
Town/Resident Character	Small town feel
Town/Resident Character	Strong sense of community
Town/Resident Character	Community events, Town/Staff meetings, Schools
Town/Resident Character	Active community
Town/Resident Character	Small town feel, pretty setting
Work Environment/Town Employees	Friendly, dedicated employees
Work Environment/Town Employees	Good community - Town employees always willing to help
Work Environment/Town Employees	Excellent resident service - Town responsiveness
Work Environment/Town Employees	Responsive, personalized service to Town residents
Work Environment/Town Employees	All colleagues work well together, especially during times of crisis
Work Environment/Town Employees	Friendliness of town workers
Work Environment/Town Employees	Impeccable customer service
Work Environment/Town Employees	Well qualified staff
Work Environment/Town Employees	Customer service is above and beyond
Work Environment/Town Employees	Customer service
Work Environment/Town Employees	Hires quality people
Work Environment/Town Employees	Teamwork
Work Environment/Town Employees	Customer service

## Appendix 2: Opportunities

Summary Phrase	Comment
Better Communication	Good communication to all employees and residents
Better Communication	Better communication
Better Communication	Have a town leader panel on a monthly basis to discuss town news and developments on BCAT TV
Better Communication	Expand newsletter to take up the role of a community newspaper so that people know what's going on in town
Build/Improve Community Assets/Infrastructure	Strategic sidewalks for bike lanes to connect main roads to rail trail, east and west centers, library/town hall, and schools
Build/Improve Community Assets/Infrastructure	Create an area to be "center of town"
Build/Improve Community Assets/Infrastructure	Limited and well-planned commercial base (wedding venue, conference center, etc.)
Build/Improve Community Assets/Infrastructure	Build an outdoor skating rink
Build/Improve Community Assets/Infrastructure	More streetlights for safe driving at night
Build/Improve Community Assets/Infrastructure	Town could use more streetlights
Improve Town Facilities/Buildings/Equipment	Town needs to new DPW building and must stay on top of equipment replacements
Improve Town Facilities/Buildings/Equipment	Guidance for repairing building issues
Improve Town Facilities/Buildings/Equipment	Repurposing/better usage of unused buildings
Improve Town Facilities/Buildings/Equipment	Library has been waiting for 911 panic button for over 6 yewars
Improve Town Facilities/Buildings/Equipment	Panic button for Library. Been waiting for years
Improve Town Facilities/Buildings/Equipment	Card access to Town Buildings
Improve Town Facilities/Buildings/Equipment	Town could use more salt on roads
Increased Efficiency	Automation; streamline certain processes
Increased Efficiency	Timely Masco capital plan
Other	Continue to address ways to help seniors to age in place. Try to remain fiscally conservative. Reduce impact of ""wokeness" in programming
Other	Allow more small businesses in. Make better workplace. More way to find money for employment. More places or events for seniors and people with disabilities
Pay Increases	Better pay!!!! Great place to work, but we are underpaid, big time
Pay Increases	Better pay to retain current and valued employees
Pay Increases	Pay wages to include inflation to retain good employees
Pay Increases	Fair wages throughout all departments
Pay Increases	Competitive Salaries
Pay Increases	Better pay
Pay Increases	Competitive Salaries
Pay Increases	Offer more competitive salaries
Potential Management Improvements	More inter-department collaboration
Potential Management Improvements	Empower department heads with greater autonomy
Potential Management Improvements	More employee recognition
Potential Management Improvements	Utilizing the talents of all individuals working for the Town. Expand employee roles to broaden services
Potential Management Improvements	More room for advancement
Potential Management Improvements	Leadership training for supervisors
Potential Management Improvements	Take steps to retain current employees. Town Hall currently has an amazing staff
Potential Management Improvements	Town departments need to work together - important to know we are all part of same work community

**Appendix 2: Opportunities**

Summary Phrase	Comment
Potential Management Improvements	Encourage more team building among town employees
Potential Management Improvements	Need to recruit more people to Town boards
Potential Management Improvements	Give departments final say on fields and buildings
Technological Improvements	Enhance website
Technological Improvements	Information technology
Technological Improvements	Enhance website

### Appendix 3: Aspirations

Summary Phrase	Comment
Better Communcation	Good communication throught the employees, residents, and the Town
Better Communcation	Transparent land/building projects and preservation
Better Communcation	Better communication to all employees (although it has improved since Matt came)
Better Communcation	Better communication with town hall by having a full time person answering town hall phones. This would also minimize disruption in individual departments
Better Communcation	Town Hall can enhance sense of community by empowering distribution of information about what is happening in town
Improved Management-Employee Relations	Smoother contract negotiations
Improved Management-Employee Relations	Better contract negotiations
Improved Management-Employee Relations	Support department head capital requests and trust the judgment of those selected for the job
Improved Management-Employee Relations	Accountability for anyone not putting in the work for their department
Improved Management-Employee Relations	Open to flex on contracts
Improved/Expanded Town Facilities/Buildings/Equipment	More parking at Boxford Commons
Improved/Expanded Town Facilities/Buildings/Equipment	Town Hall is too cramped, running out of space, employees on top of each other, no storage
Improved/Expanded Town Facilities/Buildings/Equipment	Taking care of the youth of our town. Expanding library services for children. Possibly opening West as a branch library. Current staff wiling to staff it and offer childrens programming. Staff are limited in what they're allowed to do.
Improved/Expanded Town Facilities/Buildings/Equipment	More natural and longer lasting mulching alternatives
Improved/Expanded Town Facilities/Buildings/Equipment	Library needs its own building
Improved/Expanded Town Facilities/Buildings/Equipment	Updated DPW building. To get Town fields and parking in better shape
Improved/Expanded Town Facilities/Buildings/Equipment	Free standing library building. This would allow both Town and Library staff to have sufficient storage and operating space
Improved/Expanded Town Facilities/Buildings/Equipment	More room for Town Hall staff
Improved/Expanded Town Facilities/Buildings/Equipment	Community Center (in addition to Senior Center)
Improved/Expanded Town Facilities/Buildings/Equipment	New DPW facility
Improved/Expanded Town Facilities/Buildings/Equipment	New DPW garage
Increased Funding	Higher budget to get the nexessities done for employees and residents
Maintain Town Character	Maintain the local country feel of the town and continue to preserve this while growing
More Resident Involvement/Inclusion	Coming together to help residents in need and keeping residents involved in town activities
More Resident Involvement/Inclusion	More community events
More Resident Involvement/Inclusion	Getting more young volunteers involved in town government
More Resident Involvement/Inclusion	Town Hall has a role to play in reducing the sense of isolation that can occur when in single-family homes with large lot sizes
More Resident Involvement/Inclusion	Make the best use of the new COA building/community center
More Resident Involvement/Inclusion	Passionate about ways of getting together. Vision to see more involvement in projects or events in town. See more ideas to keep people and wildlife safe. Leash laws for dogs due to wildlife coming onto our yards
New Community Assets/Infrastructure	Restaurant

### Appendix 3: Aspirations

Summary Phrase	Comment
New Community Assets/Infrastructure	Affordable senior housing
New Community Assets/Infrastructure	More commercial in town centers
New Community Assets/Infrastructure	Modern, safe amenities for all Boxford employees
Other	Results
Other	Passionate about sense of community
Other	Trash sticker alternative
Other	Family values. Conservative - fiscally and socially. Maintain natural beauty of town.
Pay Increases	Equitable raise structure combining COLA and Merit
Pay Increases	The Town as an employer can show how they value their employees by paying a livable wage
Pay Increases	Compensation to match quality of employees
Pay Increases	Town employees need to feel valued and appreciated - financial
Pay Increases	Better pay for hardworking, dedicated employees!
Pay Increases	Paying people more and keeping employees
Pay Increases	Competitive salaries. Perhaps change to step increases to reward years of service
Pay Increases	Retain employees by staying at or above 25% threshold for salary/pay
School System Improvements	K-12 local school system to provide more local control of education
Technological Improvements	Town Meeting that allows for remote voting/participating to better represent full community that can not always make in-person voting

## Appendix 4: Results

Summary Phrase	Comment
Better Public Discourse	Fewer "roundabout" controversies
Better Public Discourse	More qualified people seeking public office
Employee/Department Recognition	Library gets more attention to its value to community
Improved Employee Retention	Keeping good employees in our town
Improved Management-Employee Relations	Negotiations with town and union will be more productive and less contentious. Union members don't feel currently valued
Improved/Expanded Town Facilities/Buildings/Equipment	Adequate equipment and tools, technology
Improved/Expanded Town Facilities/Buildings/Equipment	Adequate facilities (DPW)
Increased Efficiency	More efficient town hall operations. Departments are able to focus on their own services and goods
Increased Employee Happiness	Morale is better
Increased Employee Happiness	Less staff turnover and multiple qualified candidates when positions are advertised
Increased Employee Happiness	Positive vibes between residents and town employees (satisfaction with good/quality public service)
Increased Employee Happiness	Retain employees
Increased Employee Happiness	Employee retention
More Library Programming	An increase in library programs will result in increased circulation of library materials and involvement of residents in the town
More Resident Involvement/Inclusion	Residents are engaged in town government and eager to volunteer for committees
More Resident Involvement/Inclusion	More sense of community, greater participating in community events. Possibly more community events
Other	Boxford ranking higher on "best towns to live/work/raise a family"
Other	Taxes remain reasonable
Pay Increases	Higher pay = happy employees
Pay Increases	I would like to be paid what I am worth in comparison to my supervisor
Pay Increases	I'd like to see pay adjusted to be comparable to other towns
Pay Increases	Increase in pay based on a study of other surrounding towns
Pay Increases	Analysis, plan for providing competitive salaries
Pay Increases	Better pay
Pay Increases	Salaries that reflect performance expectations
Pay Increases	Salary increases
Pay Increases	Town and contractor rates will be competitive
Pay Increases	Pay increase
Pay Increases	Town pays a greater share of insurance costs
Pay Increases	Wages are equitable and increase yearly, ideally above COLA to get closer to living wages
Proactive Action by Town Leadership	Positive action on issues, not just studies
Regular Feedback/Communication	Annual employee questionnaires regarding strengths and weaknesses
Regular Feedback/Communication	Knowledge, communication, sharing to residents with positive feedback
Regular Feedback/Communication	Resident surveys
Regular Feedback/Communication	Develop set of quantitative goals, metrics for each department to report on periodically
Regular Feedback/Communication	Quicker response to requests/ needs (e.g. safety issue of library staff not getting a panic button despite years of asking)
Regular Feedback/Communication	Positive feedback from employees and residents
Regular Feedback/Communication	Surveys
Regular Feedback/Communication	Show us improvements at staff meetings
Regular Feedback/Communication	More positive feedback and friendliness
Regular Feedback/Communication	More staff meetings
Regular Feedback/Communication	Town employees feel the performance evaluation process reflects accurately how well they are doing in their position
School Improvements	Improved school rankings
School Improvements	Better education (measured by test scores, college admissions)



Peter J. Delaney  
Inspector of Buildings  
Town of Boxford

December 1, 2022

To: Boxford Board of Selectmen

From: Peter J. Delaney  
Inspector of Buildings

Dear Members,

The following permits were issued by Inspectional Services for the month of November 2022:

PERMITS	FEES COLLECTED	VALUE
56 Building Permits (69 Inspections)	\$59,239.38	\$4,476,816.54
34 Building Permits (49 Inspections)	November 2022 Comparison \$20,353.00	\$1,482,435.00
26 Electrical Permits (48 Inspections)	\$4,064.00	
18 Electrical Permits (26 Inspections)	November 2022 Comparison \$3,755.50	
16 Plumbing Permits (17 Inspections)	\$1,462.00	
13 Plumbing Permits (10 Inspections)	November 2022 Comparison \$1,185.00	
19 Gas Permits (14 Inspections)	\$1,799.00	
22 Gas Permits (17 Inspections)	November 2022 Comparison \$1,935.00	
TOTAL FEES COLLECTED	\$66,564.38	
TOTAL FEES COLLECTED	November 2022 Comparison \$26,012.00	

All inspectors have used full precaution, and follow the Massachusetts safety guideline PPE when inspections are conducted.

Respectfully Submitted,

  
Peter J. Delaney

cc: Town Administrator  
Board of Assessors